

# **Proposal Contract for Maintenance Service**

This is a contract for service between **Forest Oaks Homeowners Association Incorporated** herein after referred to as Association and **B & H Fairway Lawn Maintenance, Inc.** herein after referred to as Contractor.

The Association desires to have snow plowing and lawn care services performed at Forest Oaks Homeowners Association. Contractor agrees to perform these services for the association under the terms and conditions set forth in this contract period commencing **December 1, 2009 thru November 30, 2011**. In consideration of the mutual promises set forth herein, it is agreed between the Association and Contractor:

1. That snow removal services herein contracted should be as follows:
  - a. Plowing of driveways shall occur as follows:
    - i. Drives should be opened enabling traffic to and from the street prior to 6:00 am and/or 4:00 pm.
    - ii. A complete clean up shall be made of all driveways within twelve hours following the end of a single snowfall exceeding two inches. For snowfalls exceeding eight inches, driveways shall be cleared within eighteen hours.
    - iii. Snow shall be cleared within two feet of buildings and within three feet of any parked car for any snowfall exceeding two inches. Parked cars should not prevent clearing adjoining driveways.
    - iv. Mailbox and fire hydrant areas will be kept accessible for the public use as per municipal and fire department regulations and ordinances.
    - v. Walkways and steps will be shoveled at an additional charge of \$30 hourly.
    - vi. Driveways will be re-opened within six hours, should the city plow pass them causing snow hills or mounds. Notification by the grounds chairman or association President may be necessary.
    - vii. Sanding following freezing rain as deemed necessary by grounds chairman or association President at an additional charge. Notification of contractor may be necessary.
  - b. Snow accumulation of six inches or more caused by drifting shall be cleared within twelve hours after notification by the ground chairperson or association President.
2. That lawn care contracted for shall be performed as follows:
  - a. Mowing: Lawns shall be mowed to an average height of 3" in all lawn areas. During dry weather conditions the Contractor shall be allowed to use his own discretion with respect to frequency of mowing. If skipping a week, Contractor will notify grounds chairperson in advance. Vacuuming shall be performed as needed.
    - i. No mowing, trimming or vacuuming shall be done on weekends or Holidays unless requested by the Board of Directors. Mowing shall not begin before 8:00 am.
    - ii. Contractor shall take necessary precautions to prevent scalping.

- b. Trimming: Grass shall be trimmed around building foundations, plantings, light poles, edges of driveways and other obstructions bi-weekly.
  - c. Edging: Curbs and sidewalks shall be edged by June 1.
  - d. Clean up:
    - i. Debris such as branches, rocks, newspaper, etc. that will interfere with service shall be removed by Contractor, excluding debris caused by major storm damage.
    - ii. A thorough clean up of lawn areas including removal of grass clippings, leaves and other debris, shall be performed in the spring prior to May 15 and in the fall prior to October 30.
    - iii. Clean up of wooded areas to be done yearly, if needed, or as requested by the Board of Directors at an additional cost to be agreed upon.
  - e. Pruning: Contractor shall provide minor pruning of shrubs twice per season. The first performed by June 30 and the second by September 30. Minor pruning of trees will be performed once per year. Trees that are 15 feet in height or less will be shaped and dead branches will be removed. Trees over 15 feet in height will only be pruned to allow mowing clearance.
  - f. Drives, walks and drains: All debris will be removed from drives, walks and drains on a regular basis in order to maintain a clean, clutter free appearance.
  - g. Fertilization: Fertilizer will be applied three times per season in amounts necessary to maintain a lush green appearance throughout the growing season. The first application will be prior to May 15 or as soon as possible.
  - h. Herbicide: One pre-emergent application to control coarse grass (crab grass) will be applied prior to May 15. However, because the reliability of any pre-emergent herbicide is limited, we cannot guarantee the results. Any additional application for coarse grass will be at an additional charge. A broadleaf post herbicide will be applied prior to July 30. Herbicide used shall be selected to control and delete local weeds and undesirable grasses. Application of herbicides shall be according to manufacturer's recommendation with respect to quantities and method of application.
3. The following general conditions apply to all services performed in execution of this contract:
- a. Special Services: Spring walk-through yearly to determine what landscaping issues exist such as rotten landscape timbers, insufficient rocks near foundations to provide proper drainage away from the homes and sink holes. Contractor and Association to set a priority on items and agree upon cost of these services in advance. Payment and authorization for such services shall be established in advance by the Board of Directors. All conditions set forth herein shall apply to the performance of these services.
  - b. Association responsibility: The Association shall be responsible for the additional expense incurred for the following:
    - i. Snow remaining after clean up due to parked cars.

- ii. Ice accumulation on drives, steps, public walkways and garage aprons caused by drainage.
  - iii. The use of de-icer materials or activities to promote safety not described herein.
- c. **Damages:** Contractor shall be responsible for all damages caused while performing under this contract. Damages to buildings shall be repaired within thirty days, or if not, Association may undertake required repairs and deduct the actual cost of such repairs from its payment to Contractor or bill Contractor for costs. All damages caused to the grounds shall be repaired prior to April 30 if occurring during snow removal and prior to October 15 if occurring during lawn care season.
- d. **Payments:**
  - i. Bill will be mailed prior to start of service. Advance payment is required. Monthly payments per individual unit shall be:
  - ii. Contractor shall submit a statement to the Association accountant or treasurer for each month's service. Contractor shall be paid at the beginning of each month (on the first of each month).
- e. **Insurance:**
  - i. Contractor shall carry insurance as follows:
    - 1. Liability: Property damage - \$1,000,000 per occurrence  
Personal injury - \$1,000,000 per occurrence
    - 2. Workmen's Compensation
  - ii. Contractor shall provide Association with Certificate of Insurance with a "Ten Day Notice of Cancellation Clause" prior to commencement of work.
- f. **Liability:** The work to be performed under this contract is entirely at Contractor's risk and the Contractor assumes all responsibility for the condition of tools and equipment used in performance of this contract. Contractor agrees to indemnify Association for any and all liability or loss arising in any way out of performance of this contract by the negligence of Contractor.
- g. **Independent contractor:** The parties intend that an independent contractor-employer relationship will be created by this contract. Association is interested in the results achieved. Contractor is not to be considered an agent of or an employee of the Association for any purpose.
- h. **Cancellation:** Either party with a 30-day notice may cancel this contract. Termination is effective on the first day of the month following.

#### 4. Price

Two Years: \$27.00 per unit for 80 units – total monthly \$2160.00