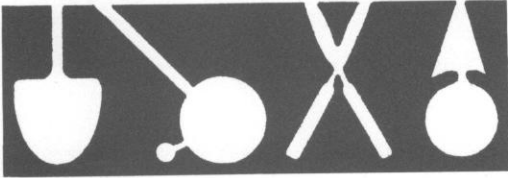


**· GROUND MANAGEMENT  
AND LANDSCAPING  
INCORPORATED**



9 November 2011

Breckenridge HOA  
9905 Boysenberry Way  
Gaithersburg, MD 20879  
Attn: Mr. Richard Bunch

Grounds Maintenance Contract - Breckenridge HOA  
January 1, 2012 through December 31, 2012  
January 1, 2013 through December 31, 2013

**GENERAL STANDARDS - INDEMNIFICATION AND INSURANCE**

Contractor will provide landscape maintenance services for the common area at Breckenridge HOA.

Throughout the term of this Agreement, Contractor will maintain at his sole expense, Comprehensive General Liability insurance and automobile liability coverage, covering his activities on the premises.

Contractor shall maintain at his expense the applicable statutory required limit of Worker's Compensation insurance coverage.

Prior to performing any work under this Agreement, Contractor shall furnish the Owner with a certificate of insurance evidencing the required coverage.

Contractor shall furnish all materials, tools, equipment and labor necessary to complete the work described in the Agreement. Further, it shall be the Contractor's sole responsibility to make all arrangements for all required material procurement, transportation, off-site storage and preparations.

All work will be performed to the highest standards of horticultural excellence and will be in accordance with accepted standard practices.

All work will be performed in accordance with all applicable laws, codes, ordinances and regulations of all local and federal government agencies.

All materials and hardware to be supplied by the Contractor, that are not specifically described herein, shall be of suitable construction, composition and quality to achieve their intended function within the landscape maintenance program. All Contractor personnel shall be properly trained and licensed (if necessary) and will conduct their work in a professional manner.

Generally all work will be done during the hours of 8:00 am to 5:00 pm, Monday through Friday, exclusive of holidays.

The crew supervisor will notify the project office at the beginning of each day that work is to be performed. Any comments or instructions concerning grounds maintenance should be brought to his attention at this time.

**17930 Central Avenue • Mitchellville, Maryland 20716**  
**(301) 249-1200 • Fax (301) 249-1823 • Email: groundsmanagement1@verizon.net**

# · GROUND MANAGEMENT I N C O R P O R A T E D

· GROUND MAINTENANCE CONTRACT – BRECKENRIDGE HOA  
PAGE 2

## LAWN AREAS

All hazardous items, trash and debris, in the way of the mowers, will be removed from the grounds prior to mowing. It will remain the responsibility of the project management to keep trash on lawn areas to a minimum.

Grass will be cut every 7-14 days during the growing season. Grass will not be cut when turf growth has been slowed by drought or when excessive moisture makes it difficult to use power equipment without damage to the turf.

Building, trees, lighting fixtures, etc., will be trimmed around with weed eaters after each mowing to insure an attractive appearance.

Unsightly collections of grass clippings will be removed from lawn areas after each mowing.

Grass clippings and debris will be blown clean from sidewalks after each mowing.

## EDGING OF SIDEWALKS

Sidewalks and curbs will be mechanically edged with every other mowing.

All debris and dirt will be removed from the sidewalks as a result of edging.

Apply appropriate non-selective pre-emergent to sidewalks to prevent and control the growth of grass and weeds in these areas to a minimum.

## FERTILIZATION OF LAWN AREAS

All lawn areas will be fertilized two (2) times during the contract period. Once in the spring with 16-0-8 50% IBDU slow release at a rate of ½ pound Nitrogen per 1,000 square feet and once in the fall with 30-0-10 50% slow release, 1% F.E. at a rate of 2 pounds Nitrogen per 1,000 square feet.

## PRE AND POST-EMERGENT APPLICATIONS

An application of pre-emergent crabgrass control will be applied in the early spring to all common areas.

An application of broadleaf weed control will be applied in early spring to chickweed, broadleaf plantain and other broadleaf weeds.

## MULCHING OF BEDS

One mulching will be given in the spring. This includes all formerly mulched areas such as shrubs, shrub beds and ornamental trees.

Areas to be mulched will be cleaned of leaves, weeds, trash and debris.

A border will be dug around all areas to be mulched, pre-emergent herbicide applied, and a layer of shredded hardwood bark applied.

All mulched areas will be inspected throughout the contract period and weeds maintained to a minimum. Spraying of 'Roundup' will be performed monthly.

All clippings and debris, resulting from pruning, will be removed from the premises.

## LEAF REMOVAL

Leaves will be removed from all lawn areas, shrub beds and surfaces once in November and once in December or January.

## SPRAY PROGRAM

Contractor shall be responsible for the detection, monitoring and control of all insects. The Contractor shall be aware of the potential pests and shall make regular inspections of the plant material and treat as necessary. These principles will be practiced under an Integrated Pest Management (IPM) program.

Applications of pesticide will not be done as calendar scheduled or general cover sprays. Pesticides will only be applied as needed when pests are detected through regular inspections.

Spraying operations will cover all material up to a height of 25'. Trees exceeding this height can be serviced under a separate agreement.

# · GROUND MANAGEMENT I N C O R P O R A T E D

GROUNDS MAINTENANCE CONTRACT – BRECKENRIDGE HOA  
PAGE 3

## SHRUBBERY/ORNAMENTAL TREES

Prune all shrubs three (3) times during the contract period in order to maintain a neat appearance.

Ornamental trees will be pruned one (1) time in the fall or winter. NO CLIMBING

All clippings and debris, resulting from pruning, will be removed from the premises.

## LEAF REMOVAL

Leaves will be removed from all lawn areas, shrub beds and surfaces once in November and once in December or January.

## SPRAY PROGRAM

Contractor shall be responsible for the detection, monitoring and control of all insects. The Contractor shall be aware of the potential pests and shall make regular inspections of the plant material and treat as necessary. These principles will be practiced under an Integrated Pest Management (IPM) program.

Applications of pesticide will not be done as calendar scheduled or general cover sprays. Pesticides will only be applied as needed when pests are detected through regular inspections.

Spraying operations will cover all material up to a height of 25'. Trees exceeding this height can be serviced under a separate agreement.

There are several species of insects, i.e. scale, pine bark beetle, Japanese beetle, mites and borers that require an extensive control program. It may take several seasons to achieve control. Disease of ornamental plant material will be treated on a curative basis as needed.

## SEASONAL COLOR – FRONT ENTRANCE SIGN

Plant: (50) flats of 4 ½" pot summer annuals  
Apply pre-emergent and fertilizer  
Touchup mulch and water

Plant: (50) flats of 4 ½" pot pansies  
Apply pre-emergent and fertilizer  
Touchup mulch and water

**· GROUND MANAGEMENT**  
I N C O R P O R A T E D

GROUND MAINTENANCE CONTRACT - BRECKENRIDGE HOA  
PAGE 4

TERMINATION

If Owner is dissatisfied with the quality of the services, Owner may inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor shall fail to substantially correct the deficiencies within ten days, Owner may then terminate this Agreement with forty-five (45) days written notice for cause. Either party may terminate this Agreement with sixty (60) days written notice without cause. Contractor may terminate services at any time without notice for non-payment.

If the Contractor fails to obtain and maintain the required insurance coverage's as herein provided, this Agreement may be terminated immediately by the Owner.

CHARGES AND PAYMENT TERMS

Total charge for the contract period, January 1, 2012 through December 31, 2012 is \$ 35,950.00 payable in (12) monthly installments of \$ 2,995.83 each, with billing beginning in January, 2012 and each month thereafter through December, 2012.

Total charge for the contract period, January 1, 2013 through December 31, 2013 is \$ 35,950.00 payable in (12) monthly installments of \$ 2,995.83 each, with billing beginning in January, 2013 and each month thereafter through December, 2013

The monthly charge under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. However, substantial portions of the work may be performed in the early months of each year of the contract and due to this averaging procedure, the cost of that work will not be fully recovered by the Contractor until all monthly payments under the contract have been received. Therefore, in the event this contract is terminated by either party, the Contractor shall be entitled to recover his costs incurred through the date of termination, including reasonable amount of overhead and profit, including any amount in excess of the monthly charges paid by the Owner through the date of termination.

ACCEPTANCE

Accepted by:  Date: 11-30-11  
Agent For Owner  
Breckenridge Condo Assoc

Submitted by:



Raymond Glasgow  
President