

BISHOPS RUN/BISHOPS CROSSING HOA

Tullymore Drive/Hyland Croy Road

Union County

Dublin, OH 43016

TURF HEALTHCARE PROGRAM

GENERAL:

Service Crew to be in identifiable company uniform & marked (company name) vehicles at all times.

Contractor's crew will leave a daily work report at the designated on-site drop location at the conclusion of each visit.

Reports shall include all data required for ODA record keeping:

Company name, address & contact number, complete name of applicator, ODA License #,

EPA registration #, date, time start & time finish, wind/weather info, area treated, active ingredient/Brand names

Material ratio/analysis, rate applied per thousand sq feet or Acre, total amount used, etc.

All operations to be completed the day they are initiated. Operations extending more than one day will resume the next opportunity or business day until complete. Crews shall not be reassigned to service another property before BR/BC operations are completed.

Debris from daily operations will be removed the same day and thorough site cleanup is expected.

Materials may not be stored overnight on-site without prior permission.

Any material substitutions (mulch, fertilizer products, etc) must be pre-approved in writing by the HOA.

Invoicing shall be submitted monthly for completed services in accordance with the pricing submitted in their RFP quotation.

No payments for optional services, materials or additional work shall be approved unless prior approval was granted in writing.

Any physical, mechanical or chemical damages by Contractor will be reported & repaired immediately at N/C.

Contractor shall furnish copies of any required licenses to the Property Manager/HOA prior to commencement of work.

SAFETY:

Contractor shall provide functional spill kits & fire extinguishers for emergency use to every crew on site.

Property Manager & HOA shall be immediately informed of any spills or unintended release of hazardous materials.

Inclusive of any fuels, oils, greases, all categories of pesticides, algaecides, dyes, etc. When necessary the appropriate government agencies (fire, police, ODA, EPA, etc.) will be immediately contacted to prevent escalation of damage, to assist in control of the situation or to report occurrences required by law or regulation.

Contractor's staff shall be trained (and documented) in all aspects of personal, public, equipment and vehicular safety.

The appropriate safety cones, glasses, vests, personal protection supplies will be furnished and employed by their staff while on-site.

Contractor's staff shall be adequately trained (and documented) to perform the tasks they have been assigned.

This shall include proper equipment usage and product application as well as horticultural technique.

INSURANCES:

Contractor shall keep 'in-force' adequate vehicular, general liability and workman's compensation insurances to fully insure the HOA from loss. Loss or injury due to chemical usage, spills or environmental damage shall be included.

(minimum coverage:- \$250,000 / \$500,000; \$1,000,000)

A Certificate of Insurance naming the Bishops Run Bishops Crossing Home Owners Association as an 'additional insured' shall be provided to the Property Manager/HOA prior to the commencement of work.

SPECIFICATIONS:

All Rounds utilize a complete turf grade fertilizer – 3-1-2, 4-1-2 ratio or equivalent, 30% - 50% slow release N

Broadleaf applications (liquid only) - spot treat as needed with each Round – application to entire turf area not required.

Lawns must be kept satisfactorily weed free – failed applications will be reapplied at N/C inclusive of annual weed control

Fertilization Applications will be spaced a minimum of 6 weeks and a maximum of 10 weeks apart.

Sidewalks, Bike Paths & Streets – product must be removed/blown off all hard surfaces immediately after each application

A minimum of 1 lb actual Nitrogen/1000 square feet will be applied with each application

Total Annual Nitrogen application to equal a minimum of 4 lb/1000 square feet (4 round program)

Potassium application to equal a minimum of 1 lb/1000 square feet

Pre-notification (24 hrs) is required to designated HOA contact

Posting (signage) – per ODA requirements

SERVICE COMPLETION DATES & PRODUCT:

Round One	Mid March – April	Fertilization & Pre-emergent & Broadleaf (as needed)	
Round Two	Mid May – June	Fertilization & Broadleaf (as needed)	
Round Three	Mid August – September	Fertilization & Broadleaf (as needed)	
Round Four	Early – mid October	Fertilization & Broadleaf (as needed)	
Round Five	Late November	Fertilization	(optional)

Alternate Programs or Recommendations may be attached or listed

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Est. Acreage (square feet) in Program: _____

Round 1 PRODUCT: _____ \$ _____

Round 2 PRODUCT: _____ \$ _____

Round 3 PRODUCT: _____ \$ _____

Round 4 PRODUCT: _____ \$ _____

Sub-Total \$ _____

6.75% Sales Tax \$ _____

TOTAL \$ _____

OPTIONAL SERVICES:

Round 5 PRODUCT: _____ \$ _____

Core Aeration - entire property, include pre-flagging of irrigation system \$ _____
(may be co-coordinated with irrigation contractor's winterization)

Post-emergent grub control \$ _____/Acre

Post-emergent surface insect \$ _____/Acre

Application Equipment to be utilized: _____

This proposal shall be valid for 60 days during which time the HOA may accept the offer in whole or in-part as mutually agreeable. The HOA and Contractor will then enter into a binding agreement for those services, March through December of 2009.

Payment terms shall be formatted as: 'billed monthly for completed services'. No more than one invoice shall be submitted per month for contracted services that are quoted in this proposal and have been accepted.

Invoices will clearly state each specific service, the date it was performed and the associated cost as a single line item. Sales tax shall be listed separately after the subtotal of all performed services as a single line item. The grand total shall be listed on the bottom line.

The HOA shall reserve the right to cancel this contract for any reason with thirty days advance written notice or for reasons of 'non-performance' with 7 days notice. Final payment will be made within 30 days of a final reconciliation of the account.

Contractor hereby certifies that he understands the work specifications and customer expectations, that he has visited and is familiar with the site's boundaries, assets and present conditions, that this proposal contains his full costs to perform the work, and that material substitutions or surcharges are not permitted under the terms of this agreement unless agreed to in writing by the Board of Trustees.

CONTRACTOR:

HOA:

ADDRESS:

ADDRESS:

PHONE:

PHONE:

CONTACT:

CONTACT:

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____