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QUALITY LANDSCAPE MAINTENANCE AND CONSTRUCTION

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PROPOSAL

Date: March 31, 2009

Job Name: Norbeck Hills H.O.A.

Job Location: Germantown

Billing Name: The Management Group Associates
Address: 20440 Century Boulevard, Suite 100
Germantown, MD 20874

Contact Person: Ruchita Patel
Contact Phone: 301-948-6666

We hereby submit the following proposal (material and labor included):
Grounds Maintenance (Common Area) – 2009, 2010 and 2011

Basic Services

- ◆ Mowing of all turf areas every 7-10 days (**this accounts for the entire growing season, regardless of the number of cuts, and includes mowing into late November to ensure a neat appearance over the winter**). Minor amounts of trash and debris will be removed from the turf prior to cutting. Excess clippings will be removed from the turf to maintain a neat appearance (dead grass will not be permitted to accumulate on the turf – this is unsightly and detrimental to the turf). Trimming around fences, obstacles, etc. and blowing of the streets, walks and curbs will be performed with each visit. Employees are trained not to discharge clippings into the mulched areas or at personal property on the site.
- ◆ Curb/sidewalk cracks will be sterilized each time the mowing crew is on site, if necessary.
- ◆ Edging of curbs and walks will be performed every other mowing.
- ◆ Shrubs, ground cover and trees to a height of 14' will be pruned three times throughout the contract period in order to retain a neat appearance. Different varieties of shrubs require pruning at different times – it is possible that all shrubs will not receive pruning each time the pruning crew is on site.
- ◆ Leaves will be collected and removed two times in late November/December. The service covers all areas included under the proposal – turf and planting areas.
- ◆ Police grounds for trash in the winter months.

Mulching

Mulching of planting beds or tree rings with brown dyed shredded hardwood mulch. All areas being mulched will be edged at a right angle to a depth of 2-3 inches in order to create a definite dividing line between turf and planting area. All weeds, edgings and the majority of the old mulch (especially near or on the plants root ball) will be removed from the site, prior to mulching. The year after year accumulation of mulch on a plants root ball is detrimental to the health of the plant. Areas will be mulched with quality shredded hardwood dyed mulch to a maximum depth of three inches. The edge line around large groupings of Pines will be edged and the existing pine needles, if sufficient, will serve as the mulch.

Weeding of planting beds/tree rings and the removal of sucker growth on trees will be performed with each visit of the mowing crew.

Employees are trained not to encroach upon edge lines with mowers. Running a mower tire over an edge line will cause the line to flatten and could cause injury to the root system and lower limbs of the plant material. The edge line around trees and planting areas should be visible for the entire season.



Turf Program

- ◆ Early spring application of crabgrass pre-emergent and fertilizer at a rate of .5 lb. of N/1000 sq. ft.
- ◆ Spring application of broadleaf post emergent weed control and fertilizer at a rate of .5 lbs. of N/1000 sq. ft.
- ◆ Fall application of broadleaf post emergent weed control and fertilizer at a rate of 1 lb. of N/1000 sq. ft. – 50% slow release.
- ◆ Late fall application of fertilizer at a rate of 1 lb. of N/1000 sq. ft. – 20% slow release.

Comprehensive Soil Test – Soil will be tested in order to assist in the determination of rates of applications and to evaluate the need for additional applications.

MainScapes practices the Integrated Pest Management (IPM) approach with all applications. We do not perform a blanket coverage of the entire grounds if it is not necessary. The IPM approach is also used when dealing with turf/tree/shrub insect/disease problems.

Tree and Shrub Applications

Applications for the control of insect/disease infestations of plant material will be performed at a rate of \$ 45.00 per hour plus materials or a contract price upon determination of infestation.

Cancellation Clause

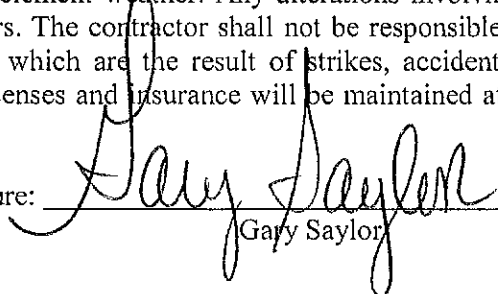
The client and the contractor reserve the right to cancel this contract with or without cause by providing the other party written notice not less than 30 days prior to the cancellation date. Equal monthly payments for grounds maintenance services are not representative of the actual work performed on site. In the event of cancellation, the client agrees to pay the contractor any amount above and beyond the monthly payments.

Total Proposed Amount: 2009 - \$ 36,399.49, 2010 and 2011 - \$ 51,029.30
(\$13,143.51 was deducted from the total cost of 2009, due to three payments of \$4,381.17 made in 2009).

Payable as Follows: 9 monthly payments of \$ 4,044.39 beginning April 1, 2009.
12 monthly payments of \$ 4,252.45 beginning January 1, 2010 and 2011.

General Provisions: All work is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Contractor shall not be held liable for performance of work affected by inclement weather. Any alterations involving extra costs will only be executed upon written orders. The contractor shall not be responsible for any failure to perform, or delays in performance, which are the result of strikes, accidents, or other causes beyond the Contractor's control. Licenses and Insurance will be maintained at all times. MHIC License #120134

MainScapes, Inc. Authorized Signature: _____


Gary Saylor



All amounts due over 30 days will be subject to a 2% monthly service charge. If the contractor does not receive a payment for any reason not deemed by the Contractor to be the fault of the Contractor, the Contractor shall have the right, upon 24 hours written notice to the Client, to (1) cease all work, or (2) terminate this contract, or both. The Client shall pay for all work completed, losses sustained, including lost profits and consequential damages, as well as reasonable attorney's fees and other collection costs, including court costs, that Contractor incurs as a result of the Client's failure to pay.

Payment will be applied first to previously billed finance charges, and then in chronological order of oldest to newest invoices.

~~Fuel Surcharge~~

~~In the event fuel prices continue to rise we will be forced to implement a fuel surcharge to cover the instability of fuel prices.~~

~~In the event fuel charges rise to:~~

~~\$ 3.00 - \$ 3.50/gal – 2.50% of monthly payment~~

~~\$ 3.50 - \$ 4.00/gal – 5.00% of monthly payment~~

~~\$ 4.00 - \$ 4.50/gal – 7.50% of monthly payment~~

~~Continuing for every \$.50 increase there will be an additional 2.50% of the monthly payment for the fuel surcharge.~~

~~The fuel surcharge will be determined by the price we pay, from our supplier, on the first day of the month. Our fuel delivery invoice will be available, upon request, for verification.~~

~~This proposal is automatically withdrawn if not accepted in thirty days.~~

~~The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.~~

Authorized Signature: ~~_____
Norbeck Hills~~ *RP* Date: ~~_____
Per Board motion #116/09~~