



October 6, 2014

Lorain Port Authority
 611 Broadway
 Lorain, Oh 44052-1803
 Attn: Rick Novak

RE: 2015 Grounds Maintenance at Lorain Port Authority

Dear Rick,

The Brickman Group, Ltd. proposes to furnish all labor and materials necessary to provide expert horticultural care of plant material and turf areas within the property lines at Black River Landing, Lakeside Landing, and Black River Wharf. This contract shall include all services specifically listed below, and will be performed according to the attached Scope of Work by trained, full-time personnel under the supervision of our Branch Manager.

The proposed services and costs are as follows:

LAWN MAINTENANCE:

| | |
|--|----------|
| Turf Maintenance | (28 occ) |
| Mow, String Trim, Edge Walks, and Mow Clean-Up. | |
| Fertilization | (4 occ) |
| Brush Hogging (Dike Disposal, S. End of B.R.L., Tracks at B.R.W) | (6 occ) |
| Lakeside Landing Hillside (Weed Whip Hillside) | (1 occ) |
| Lakeside Landing-Cut Back Brush Around Boat Launch | (2 occ) |

LANDSCAPE MAINTENANCE:

| | |
|------------------------------|----------|
| 2" Mulch Application | (1 occ) |
| (30) Flats of Summer Annuals | (1 occ) |
| Post-emergent Weed Control | (20 occ) |
| Round Up Cracks and Curbs | (14 occ) |
| Hand Weeding | (14 occ) |
| Fall Leaf & Bed Cleanup | (2 occ) |
| Shrub Pruning | (2 occ) |

| | | |
|-------------|---|--------------------|
| 2015 | LAWN MAINTENANCE BASE SERVICES TOTAL | \$45,445.00 |
| 2015 | LANDSCAPE BASE SERVICES TOTAL | \$21,175.00 |

This proposal is valid for thirty (30) days. **Total prices include applicable sales tax.** Unless otherwise noted, the payment schedule will be as follows: Eight (8) equal monthly payments of (\$8,327.50) beginning April 14, 2015 through November 19, 2015. Payment is due upon receipt of invoice and finance charges are applicable after thirty (30) days. If acceptable, please sign and return one copy of this proposal as authorization for this work.

Sincerely,
 Brickman

Clint Hostutler
 Account Manager

\$66,620.00

2015

Authorized Agent

Date

BILLING INFORMATION:

PERSON: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

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GENERAL TERMS AND CONDITIONS

1. **Contractors' Responsibility**

Contractor shall employ trained personnel, who are qualified to properly maintain the landscape. In the event of inclement weather or conditions beyond their control, The Brickman Group, Ltd. will diligently pursue client notification of schedule changes. The Brickman Group, Ltd. reserves the right to modify cultural programs in the best interest of the client and to substitute materials or resources of equal or better quality at any time, in the execution of this agreement.

2. **Inspection by Management**

Site conditions will be inspected monthly or more frequently by The Brickman Group's Branch Management to review contract execution. Contractor shall routinely recommend to owner any ideas that will improve site operations or enhance the appearance of the grounds. A representative of The Brickman Group, Ltd. will be in contact with an Owner's representative to schedule additional inspections or reports, if requested.

3. **Payment-Initial Disclosure**

Payments for services are due within the terms of the agreement. Payments received at our offices will be applied first to any previously billed finance charges, and thereafter in order, to any previous balance and then to new invoices. Finance charges will be imposed if the invoice total is not paid in full within the stated terms. Finance charges will be calculated from the invoice date on the overdue balance at a periodic rate of 2 % per month (24% annual percentage rate) until paid. The Brickman Group, Ltd. retains the right to suspend service to accounts over 30 days past due.

4. **Additional Work, Fees and Surcharges**

When requested by Management, Contractor shall submit a proposal with costs for any additional work. The Management representative shall issue a purchase order or sign the proposal as authorization to proceed. The Brickman Group, Ltd. reserves the right to pass-through extraordinary costs when assessed by vendors in securing project resources. Typically, these costs relate to temporary fuel cost fluctuations that affect the manufacture or delivery of materials, supplies and services.

5. **Cancellation**

Owner shall reserve the right to cancel this contract for reasons of non-performance with thirty days advance written notice. Owner agrees to forfeit any contract terms that contained multiple year or volume discounts upon cancellation. A reconciliation of the account will be performed, that will charge the account for all services provided through the final service date, as well as for any resources utilized or materials previously procured in expectation of the contract's execution, plus a 10% cancellation fee. Credits will be applied for any payments previously received. The final invoice shall be due in full upon receipt.

6. **Warranties & Failure to Pay**

Should client disregard payment terms, warranty claims shall be honored at the sole discretion of The Brickman Group, Ltd. Under conditions of Failure to Pay, all warranties expressed or implied shall be forfeited by client and are unenforceable. The Client is responsible for all collection costs, court fees, attorney's costs, interest if included, and all other costs or fees incurred if Contractor initiates legal action to recover moneys due under the contract.

7. **Contract Extension**

This agreement may be renewed annually, without limitation, upon written agreement between The Brickman Group and the property owner or his designated representative.

SCOPE OF WORK

TURF MAINTENANCE

MOWING

1. Turf will be professionally cut to typically maintain a 3" to 4" height on a seven-day schedule weather permitting during periods of active growth. This interval will be lengthened periodically for accounts that have not contracted for (a full season of) 28 events. The removal of incidental trash, sticks and debris from lawn areas during these operations is included. Additional charges will apply for excessive litter we must clear prior to operations, common problems occur at dumpsters areas – caused by trash not confined in bags (that escape during dumping), bags placed alongside - not inside dumpsters, loose packing materials; paved areas - discarded smoking materials/tobacco products, discarded food wrappers/bags and beverage containers.
2. Excess grass clippings will be recycled into lawn areas, and blown off walks and curbs. Current industry guidelines discourage the collection of grass clippings. Crews may seasonally employ mulching style-mowing decks. These decks perform additional processing of clippings before their return to the lawn and eliminate the need for discharge chutes – enhancing safety on the site. Clients requesting bagging services will receive an additional fee for this service.
3. Mowing equipment will be kept in good condition with sharpened blades to cut grass versus tearing. Care will be taken to maintain a healthy root-shoot ratio and to avoid yellowing and scalping. A trained on-staff mechanic services our equipment weekly and performs field calls when necessary.
4. Grass growing near signs, fence posts, and other obstructions will be trimmed weekly with a line trimmer. Trimming adjacent parked vehicles may not be completed if the potential for property damage or safety concerns exist. These areas will be serviced during the next scheduled visit.
5. Power edging of curbs and walks will be performed as needed to maintain a neat appearance.

TURF HEALTH CARE PROGRAM

1. Round 1 — Spring: A combination of post & pre-emergent herbicides are applied to inhibit a broad spectrum of broadleaf weeds & germinating annual weeds.
2. Round 2 & 3 — Spring: A complete slow-release fertilizer will be applied to enhance turf color while providing for a uniform rate of growth.
3. Round 4 — Autumn: A complete slow release fertilizer will be applied to build turf density and root growth as cooler seasonal weather begins.
4. Round 5 — Late Fall: A complete slow release fertilizer is applied to enhance winter hardiness, turf color, and promote spring green-up without surge growth.
5. Accounts contracting for a 4 treatment program will have fertilization Round 3 deleted. Accounts contracting for a 3 treatment program will have fertilization Rounds 3 & 4 deleted. These accounts will experience less fertility and higher weed presence; if desired supplemental applications may be performed for additional fees.

6-10 ARE ONLY APPLICABLE IF ON THE FRONT PAGE CONTRACT

6. Herbicides will be spot applied on full treatment (5 Round) accounts during the season to control broadleaf weeds common to turf areas. Clients whose lawns contain difficult-to-control perennial weeds (such as thistle) should anticipate that several applications over an entire season might be required to eradicate established infestations.

7. Aeration is recommended to enhance water percolation, fertilizer efficiency, increase oxygen exchange, and encourage root development. Normally performed once during the fall months, this service is included in your contract *only* when specifically listed on the contract's face page.
8. Insecticide controls and treatments for Nut Sedge or perennial grassy weeds will be applied only when infestations warrant their use, and if owner authorizes any associated charges.
9. Fungicide application for the treatment of turf disease is not included. Clients are cautioned that fungicides are not curative. Repeat applications may be required to sustain benefits. Each application will be performed for a separate fee. Alternative techniques (de-thatching/aeration) and reseeding during the fall season may be a more economic option.
10. Grub control products do not carry any manufacturer's warranty to be 100% effective. Products will be applied in accordance with manufacturer's directions *only* when specifically listed on the contract face page. In un-irrigated areas, client shall be responsible to provide adequate water to activate the product.

ORNAMENTAL PLANT AND BED CARE

SPRING CLEANUP, EDGING, AND MULCH INSTALLATION

1. Beds will be cleaned of late winter leaves in the spring. Ornamental grasses or perennials that were left standing for winter interest will also be cut back at this time.
2. Spring cleanup costs address reasonable amounts of late-falling leaves, over-wintered perennials, grasses, and debris. Should we experience expenses due to unperformed cleanup operations from the previous season, those additional costs will be invoiced to the owner at our standard rates.
3. The cleanup of storm damaged plant material and debris during any season of the year is outside the scope of this agreement. The resources utilized will be billed to the owner.
4. Plant beds and tree rings will receive bed edging in the spring with a hand spade or mechanical shaper to produce distinctive edges. Indistinct foundation areas, beds, and trees rings lacking an apparent edge or that recently have been managed as vegetative areas will be similarly managed. Debris will be removed on the day the work is performed.
5. Premium grade, double shredded hardwood bark mulch will be installed in spring after edging to replenish shrub beds and tree pits to a depth of approximately 2 inches. The reduction of existing excessive mulch depth or removal of incompatible mulches is not included in this scope of work.
6. Alternate mulch products, such as pine chips/nuggets, pine straw, triple shredded or dyed mulches, may be specified by the owner, and will be installed for an additional fee, when applicable.

WEED CONTROL

1. A pre-emergent weed control will be applied in the spring. Thereafter, hand weeding and spot spraying with post-emergent herbicides will be performed in accordance with our service schedule.
2. The satisfactory appearance of expansion joints & cracks/crevices of hard surfaces will be maintained through a combined use of herbicides, trimming, and hand weeding.
3. Pavements that are not routinely maintained by the owner to address excessive cracking or deterioration may require additional costs to maintain satisfactory season-long weed control.

BED AND SITE DETAILING

These services are performed during routine service visits. This schedule may occasionally be altered due to weather conditions or holidays. There is a set amount of hours that is allocated for your property. Brickman will not exceed that resource without your approval.

While our maintenance practices will provide immediate effect, aesthetic improvements to new accounts are often plant health or time-based issues that will require a full season to exhibit distinctive appearance development.

1. Groundcovers and vines will be pruned away from the base of plant material and buildings to keep new growth from climbing. Existing groundcover or vines may be removed from plants, trees, and structures for an additional fee, if requested.
2. Perennial flowers will be deadheaded and have poor quality foliage removed. Routine amounts of fallen sticks and leaves will be removed. Paved surfaces (i.e. walks and driveways) will be blown off during each visit.
3. Trees & shrubs less than 15' tall will be kept away from fascia boards, eaves, gutters, downspouts and roofs. Should they develop off-cycle growth, such as 'sports' or 'suckers', the vegetation will be removed.
4. Irrigation needs will be monitored for excessive or deficient moisture levels, and for obvious broken components. Information regarding recommendations for repairs or program adjustments will be conveyed to the client for resolution.

FERTILIZATION *(NOT INCLUDED)

1. A balanced ornamental fertilizer will be surface applied to individual shrubs, perennials, and groundcover beds in the spring. Rhododendron and ericaceous plants that prefer acidic soils will receive a specially formulated fertilizer with micronutrients. Deep-root fertilization for small shade and ornamental trees is included *only* if specifically listed on the contract face page. A soil sample may be gathered for laboratory analysis, to determine soil characteristics and fertility for an additional fee.

TREE PRUNING

1. Ornamental and shade trees less than 15 feet tall are typically pruned once per year during dormancy. Annually, attention is given to aesthetic and safety issues such as:
 - a. Removal of diseased or dead branches.
 - b. Low hanging limbs that may pose a safety hazard.
 - c. Suckers on the trunk and water sprouts.
2. Plant material over fifteen feet in height and native, woodland, or wood line plant material are excluded unless specifically listed by written clause.

SHRUB PRUNING

1. Pruning shall be done in a professional manner to maintain an orderly appearance and habit of growth consistent with either the architecture and design elements of each plant or as dictated by the past maintenance procedures practiced on site. Operations are intended to concentrate on the current season's growth. However, old wood may be removed at contractor's discretion if time remains within budget. Rejuvenation pruning is excluded unless specifically listed by written clause.

2. Plant material will be pruned at the time most beneficial to its particular growth habits. Certain shrubs, such as dwarf spirea, may be cut close to the ground in alternate years to renew growth. Generally, it is understood that shrubs will be pruned twice, if needed - once in the spring/summer and once in the fall.
3. All individual shrubs will be hand pruned when practical, while shrubbery in hedge form will generally be sheared in order to maintain their shape. Clippings will be collected and disposed of after work is completed each day.

FALL CLEANUP

1. Fall leaves will be removed from lawns during regular mowing visits and from bed areas twice- once at mid-season and again at the conclusion of fall leaf drop (November – December). Clients that have renewed services for the next season will receive cleanup services of late falling leaves (oaks, pears, etc.), and branches periodically throughout the winter.
2. Perennials will be cut to the ground in the fall; however certain perennials and grasses may be left standing to provide winter interest subject to owners' approval.

ORNAMENTAL PEST MANAGEMENT PROGRAM *(NOT INCLUDED)

1. Our ornamental insect and disease control program utilizes an Integrated Pest Management concept. (IPM) throughout the growing season to limit excessive use of chemicals. It entails monitoring and target spraying of damaging insect populations. The release of predatory insects or mites may also be utilized. Due to the nature of this program, attempting to balance the predator/insect pest ratio, occasional evidence of pest damage to plant material may occur. Control techniques will be employed immediately, weather permitting, or will be scheduled for application within a few days.
2. A dormant oil application may be made in early spring if over-wintering insect problems are encountered. Trees and shrubs less than 15 feet tall will be inspected monthly from April through October for needs.

SEASONAL COLOR PROGRAMS *(NOT INCLUDED)

Hand watering required due to installation in non-irrigated areas or containers shall be the owners' responsibility or will be performed by Brickman, when authorized for an additional charge. Also, planting container services such as: emptying, cleaning, transport to storage area, etc. will incur additional fees when requested.

Plantings are not warranted against disease or insect damage unless covered by our IPM service. Soil born, vascular disease, and garden slug control treatments will be provided for an additional fee. Client shall bear the responsibility for any damage beyond our control, such as weather phenomenon (unseasonable cold/heat, hail, wind, etc.); animals (voles, moles, mice, birds, dogs, cats, etc.); or physical damage (including fallen limbs, errant vehicles/persons, etc.)

SPRING DISPLAY * (NOT INCLUDED)

1. Spring Color (pansies and flowering bulbs) is typically not included in the Base Contract Scope of Work. This display may be provided for an additional fee. Pansy displays may be installed for the current spring season, however spring bulb displays require fall planning & planting for the subsequent spring season.

SUMMER DISPLAY

1. We will design and install summer flower combinations within predetermined budgets as approved by owner. Flower selection will be designed for maximum visual appeal, hardiness, and specific site location requirements (shade, drought, available space, etc.). Plantings are not recommended for installation in areas that lack automatic irrigation coverage.

2. Plant type and color selection will be selected from a pre-determined palette of plants provided by Brickman for standard pricing. Client's selection will receive priority based upon the date we receive their request, and will be filled based upon current availability. Substitutions initiated by Brickman, may be required for events beyond our control. Service includes bed preparation, fertilization, and initial watering costs.
3. Client may request custom flower displays of their choice. These displays will be priced individually.
4. Client's requesting flower design revisions will incur an additional \$100 change order fee, and the substitutions are subject to availability. Each request will be treated as a separate change order.
5. All seasonal color installations are guaranteed for 30 days from date of installation, provided that plant material has received consistent horticultural care and proper watering.

FALL DISPLAY *(NOT INCLUDED)

1. Fall Color (pansies, kale, mums) and Holiday displays are not usually included in the Base Contract Scope of Work, but may be designed and installed for additional fees, when requested.

SUMMER MAINTENANCE PROGRAM

1. Summer flowers will receive twice per month, June through September, blossom boosting fertilizer applications (8 totals) and detailing services. Plantings will be inspected at this time for adequate moisture and signs of insect or disease pests.
2. Displays we have installed and that have opted for the Maintenance Program are warranted for the season.
3. Bedded and containerized flowers will be removed at the conclusion of the season. Container surfaces and bed areas will be attractively smoothed out.

IRRIGATION SERVICE **Available service, upon request (NOT INCLUDED)**

ENERGIZE

1. Turn on water, replace backup battery, and pressurize the system in accordance with accepted start-up procedures.
2. Inspect site for mainline, lateral line, valve or zone leaks, and broken heads. Minor head adjustments to direct coverage toward intended area to be irrigated will be performed at this time. Replacement of parts is not included.
3. Program controller for automatic operation based upon the then current weather conditions. The owner shall be responsible for clock reprogramming throughout the season due to changing weather conditions, unless Irrigation Monitoring service has been authorized.

MONITORING

1. In addition to the basic information reporting service provided in Bed & Site Detailing, we will perform 4 monthly inspection services, June through September. These services include performance of: a monthly two-minute test of each zone in the system, minor head adjustments, revision of individual zone watering, adjustment of the controller settings for seasonal weather, and adjustments to the clock due to power outages.
2. Adjustments are limited to the existing components and do not include any replacement parts. Repair or replacement parts and labor are not included in this inspection.
3. We must be provided with routine access to the controller for this service to be successful. Failure by client to maintain our access will release UEI from any subsequent liability.

4. Irrigation Monitoring does not include the replacement of parts, the exchange of chemical tanks, system improvements, or extensive troubleshooting & diagnostic services. Any parts and additional labor required to complete repair services are billable, including new nozzles or filter screens. Clients may facilitate this service and reduce repair cost by authorization of a pre-set limit for parts & repairs.

WINTERIZATION

1. Manually close valve at source and drain line between source and existing backflow devices, where possible.
2. Purge mainline and all zones with compressed air in accordance with accepted winterization procedures.
3. Set the controller mode to the 'OFF' position.

Success & efficiency of the irrigation program depends upon the ability of the client to furnish an 'As-Built' plan of the system to provide detailed information on the location of all valve boxes & underground components. Failure or inability to provide a plan may cause delays in the completion of services and increased resources to be utilized. Client shall be responsible for all fees created by these circumstances. Brickman is available to create a plan for the client's possession for a fee.