



Landscape Maintenance Services

Estimate #EST12216
Environmental Management, Inc.
8220 Industrial Pkwy
Plain City, OH 43064
p. 614-876-9988
www.landscapepros.com

COMMERCIAL CONSTRUCTION • COMMERCIAL MAINTENANCE • IRRIGATION SERVICES • LANDSCAPE DESIGN/BUILD • SEASONAL COLOR PROGRAM • SNOW AND ICE MANAGEMENT



2024 Season

Period of Performance

03/01/2023 - 12/31/2025

Date Proposed

05/01/2023

Presented To

Adrian Birchler
adrian@pmisciotometro.com
614.285.5629

Account Manager

Jeffrey McKnight

Property Name/Address

Melrose HOA
Melrose HOA
891 Selkirk Way
Pickerington, OH, 43147



Environmental Management, Inc.

Landscape Maintenance Services

Estimate #EST12216
 Environmental Management, Inc.
 8220 Industrial Pkwy
 Plain City, OH 43064
 p. 614-876-9988
 www.landscapexperts.com

	Quantity	Units	\$ Per	Item Total \$
Lawn and Ground Details				
Mowing and Edging				
Mowing (Primary)- Mowing & light debris/trash removal weekly weather dependent.*Due to weather additional mows will be billed per occurrence with customer notification	28	EA	\$403.94	\$11,310.32
Bed Maintenance & Curb Line Care - Hand or chemical control of weeds in beds/curbs	28	EA	\$41.62	\$1,165.36
Mowing and Edging Subtotal				\$12,475.68
Lawn Care Program				
Spring Application* - March/April - Fertilizer and pre-emergent herbicide for crabgrass	1	EA	\$598.32	\$598.32
Late Spring/Early Summer Application* - May/June - Fertilizer & broad-leaf weed control	1	EA	\$598.32	\$598.32
Summer Application* - July - Fertilizer & broadleaf weed control	1	EA	\$598.32	\$598.32
Early Fall Application* - Sep/Oct - Fertilizer & post-emergent herbicide for broadleaf weeds	1	EA	\$598.32	\$598.32
Lawn Care Subtotal				\$2,393.28
Horticulture and Beds Details				
Mulch Bed Care Care				
Mulch Spring Cleanup - Cleanup winter debris accumulation and cut back remaining grasses, roses, perennials in preparation for mulch	1	EA	\$686.66	\$686.66
Pre-emergent mulch bed application to reduce germination of grassy and broadleaf weeds	1	EA	\$140.45	\$140.45
Edging of Mulch Beds - Includes all non-native trees and areas currently maintained	1	EA	\$1,340.98	\$1,340.98
Mulch Installation - Black Dyed Mulch	1	EA	\$2,000.40	\$2,000.40
Mulch Bed Care Subtotal				\$4,168.49
Maintenance Pruning				
Initial Shear Pruning - Late Spring/Summer shear pruning of all 8' under not in flowering stage.	1	EA	\$312.12	\$312.12
Summer Shear Pruning - Shear pruning touch up of shrubs with excess growth or that were flowering during initial pruning. 8' under.	1	EA	\$260.10	\$260.10
Fall Shear Pruning - Shear pruning of all shrubs in landscape in preparation for winter season in Sept/Oct 8' under.	1	EA	\$312.12	\$312.12
Maintenance Pruning Subtotal				\$884.34
Fall Cleanups				
Fall clean up of beds/grounds - Blow & remove debris/leaves from mulch beds, turf & hard surfaces. Cut back perennials and grasses. Fall Season	1	EA	\$1,404.54	\$1,404.54
Fall Cleanups Subtotal				\$1,404.54



Environmental Management, Inc.

Landscape Maintenance Services

Estimate #EST12216
Environmental Management, Inc.
8220 Industrial Pkwy
Plain City, OH 43064
p. 614-876-9988
www.landscapepros.com

Service Cost Summary for

Mowing and Edging Subtotal	\$12,475.68		
Lawn Care Program Subtotal	\$2,393.28		
Mulch Bed Care Subtotal	\$4,168.49		
Maintenance Pruning Subtotal	\$884.34		
Fall Cleanups Subtotal	\$1,404.54		
		Subtotal	\$21,326.33
		Tax Total (6.75%)	\$1,439.53
		Total	\$22,765.86

TERMS AND CONDITIONS:

Termination: Either party may terminate this Agreement upon the following occurrences:

1. Immediately in the event that the other Party liquidates its assets, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceedings seeking general protection from its creditors.
2. Either party may cancel this agreement with a 30 day written notice.
3. Upon termination of this Agreement, EMSI shall, within fourteen (14) days, provide to Client an accounting of all monies due for work performed and client shall pay such amount within fourteen (14) days of receipt of the invoice. The Parties recognize that payments may be contractually structured to be evenly or otherwise equitably arranged to extend over the term of the contract while not necessarily reflecting the actual work performed over specific time frames.

Payment Terms: Payments are due 30 days from receipt of invoice. Receivables which are 30 days past due will accrue interest at a rate of 1.5% per month. If EMI retains an attorney to collect any receivables the client will be liable for reasonable attorney's fees. A fuel charge may apply when fuel prices exceed \$3.75/gallon. Credit card payments will incur a processing fee, equal to the amount of credit card charges.

Indemnification: Client shall defend, indemnify and hold harmless, EMSI, Inc., its affiliates, subcontractors, suppliers and their respective officers, directors, employees and agents from and against third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of or relating to (1) personal injury or property damage caused by the negligence or willful misconduct of Client, its employees or agents; or (2) any fees, fines or penalties incurred by EMSI as a result of Client's violation of any obligation undertaken by Client.

Limitation of Warranties/Disclaimer of Warranties: EMSI warrants that all Services provided by EMSI to Client shall be performed in a good and workmanlike manner and in accordance with accepted standards of the industry. EMSI DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NO ADVICE OR INFORMATION PROVIDED BY EMSI, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

Limitation of Liability: EMSI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES PROVIDED, REGARDLESS OF WHETHER OR NOT EMSI HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF EMSI FOR ANY AND ALL REASONS AND FOR ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL SERVICES PROVIDED SHALL BE LIMITED TO THE FEES PAID TO EMSI UNDER THIS AGREEMENT OR THE SERVICES PROVIDED.

Damages: EMSI shall specifically not be liable for damages to any material which is within six (6) inches of the grounds being maintained and where no protective device has been installed by customer (i.e., stone, mulch, replaceable poly stripes) to protect siding, wooden posts, downspouts, mechanical appliances, and the like. By means of the contract, Customer has requested EMSI to maintain vegetation that cannot be maintained without potential damage to adjacent mechanisms or materials without such protective measures in place. Customer hereby waives any and all claims for such damages.

Force Majeure: Notwithstanding anything to the contrary in this Agreement, no party shall have any liability to the other due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the plans or materials which are the subject of this Agreement, in whole or in part.

Entire Agreement: This document, including, without limitation, any written and executed amendments or change orders, sets forth the entire agreement of the parties with respect to the subject matter set forth herein and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter. This Agreement may be altered or modified only by a written instrument signed by the parties hereto.

Governing Law: This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Ohio. Jurisdiction for any disputes arising from this agreement or the relationship created by this agreement shall lie exclusively with a court of competent jurisdiction in Union County, Ohio, or, if presenting a federal claim, within the United States District Court for the Southern District of Ohio.

No Third-Party Beneficiaries: This Agreement is entered into for the sole and exclusive benefit of the Parties hereto and is not for the benefit of any third party, whatsoever.

Notices: Any notice required or permitted by this Agreement shall be in writing and shall be sufficient if delivered personally or by regular mail to the other party at the address listed above or such other address as a party shall substitute by written notice to the other. Notices shall be deemed to have been made on the date of personal delivery or the date of mailing, as the case may be.

Severability: Except as otherwise provided in this Agreement, this Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the fullest extent permitted by law.

Assignment: This Agreement and the rights and duties of the Client hereunder are personal to Client and shall not be assigned or otherwise transferred by Client without the prior written consent of the EMI.

Publicity: EMI shall have and retain the right to utilize photographs, video, written descriptions and such other depictions of the work performed to publicize, advertise and demonstrate the nature of the work performed.

Counterparts: Document may be executed in two or more counterparts and each shall have the same effect as if it were an original. Electronic signatures shall be deemed to be the signature of the party presenting such signature.

Contract Period: This proposal is valid for 30 days. This is a 3 year agreement, subject to a 2% increase annually.

ACCEPTED:

CLIENT:

Jackson Brandel

(Legal Name)

BY:

(SIGNATURE)

Jackson Brandel

(Owner/Owner's Representative)

9.14.23

DATE

TITLE:

Melrose HOA President

PRINT NAME: Jackson Brandel

PROPERTY OWNER

(Legal Name) (If not the same as above)

EMSI, INC.

BY:

(SIGNATURE)

Account Manager
Jeff McKnight

9/15/23

DATE

TITLE:

Jeff McKnight

PRINT NAME:

Jeff McKnight