**Landscape Maintenance Contract & Specifications**

Property:

THIS CONTRACT, dated: , 20 , is entered into upon the terms stated herein by and between:

“Owner”

“Contractor”

(Address)

(Address)

Location - Contractor shall perform at:

Contractor’s Responsibility - The Contractor shall recognize and perform in accordance with terms, written specifications, or drawings only contained or referred to herein.

**Workforce** - The Contractor shall designate a qualified representative with experience in Landscape Maintenance. The workforce is to be presentable at all times. All employees shall be competent and qualified.

**Materials** - All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

**Licenses & Permits** - Contractor to maintain any licenses and permit requirements of the City, County, State and Federal Governments, as well as all other requirements of the law.

**Insurance** - Contractor agrees to maintain during this agreement a policy of worker’s compensation, unemployment insurance, and general liability insurance with bodily injury (including death of any person) and property damage coverage of not less that $500,000 each. In addition, Contractor will carry automobile insurance to limits required by Owner and any other insurance required by law.

**Indemnification** - Contractor hereby identifies and holds Owner, its agents, and the Property free of harmless, and shall defend them against, any and all action, claim and cost resulting by the negligence of the Contractor, its agents and/or employees. Contractor will not be responsible for any acts of God (i.e., Freezing, Hurricanes, Storms, Floods, or uncontrollable infestations of diseases and/or insects).

**Subcontractors** - With prior written approval by the Owner, Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring such and/or specialized equipment.

**Access to Property** - Owner shall furnish access to all parts of the job site where Contractor is required to perform under the terms of this agreement only during regular working hours.

**Termination** - Either party may cancel this agreement by giving prior written notice of 30 days at any time during the term of this agreement.

**Method of Payment** - The Contractor shall present monthly invoices for work performed. Invoices will become payable within 30 days of invoice date.

**Extra Work** - Contractor shall furnish Owner with an estimate for any extra work, which may be requested. If approved, a separate invoice for extra work will be submitted to Owner. Terms of payment shall be included with estimate for extra work.

Scope of Work

The Contractor shall provide at his own risk and cost all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and other items needed to perform the landscape maintenance work according to the following specifications:

**Turf Care** - The mowing of all turf areas on the property no less than once every seven days in the heavy growing season. Mowing in the winter months will be regulated on an as-needed basis, but not less than once every fifteen days. Mowing height to be based on responsibility and what is horticulturally correct for the turf variety and conditions. However, in no instance will mowing height be less than 3” nor shall more than 1/3 of the blade be removed at any cutting.

**Edging** - The edging of all walks and other paved areas will be performed weekly during heavy growing season and no less than twice a month during the winter months. The edging of all bed areas will be performed at least twice a month.

**Fertilizer** - Fertilizer shall be applied times per year. A standard non-burning commercial turf fertilizer shall be used at a rate of (1) pound of actual nitrogen per 1,000 square feet. Fertilizer shall be watered in after each application at the next regular watering period.. Notifications will be provided to the office manager when fertilizer has been applied.

**Disease and insect control** - Spraying of turf for control of insects and disease, as needed.

* Preventative program provides (2) insect/disease sprays and (2) herbicide treatments for weed control.
* Re-treatments required between scheduled applications will be done at no extra charge.
* Contractor reserves the right to substitute a granular product for a liquid base in prevailing weather conditions.

Pests Controlled

**St. Augustine** - Our Turf Spray Program will effectively control the following insects: Chinch bugs, Sod Webworms/Armyworms. This spray will also help control, but not eliminate the following: Fire ants and Fleas.

**Bahia (Argentine)** - Insects: Mole crickets, Sod webworms, Leafhoppers and Armyworms. This will also control, but not eliminate the following: Fire ants and Fleas. (Control of Mole crickets cannot be guaranteed under this contract).

Fungus and disease spray will control the following: Brown patch and Dolla spot.

Groundcover

**Pruning & Edging** - Edge or prune groundcover as needed to keep from spreading over walls, curbs, or up walls. Pruning to maintain a natural shape will be a continuous operation.

Disease and Pest Control - The spraying of groundcover as often as necessary for the effective control of harmful diseases and insects.

**Weed Control** - Keep reasonably weed-free from broadleaf and grassy weeds with respect to the site conditions and the time of year. This shall be obtained through the use of pre-emergent, selective contact herbicides and manual weeding.

**Fertilizer** - Fertilizer shall be applied on an as needed basis. Notifications will be provided to the office manager when fertilizer has been applied.

ShrubCare

**Pruning** - Prune and manicure to maintain a natural organic shape as a continuous operation, but not when the plant is in flower. Although it is not horticulturally recommended for the proper plant growth, if a client so desires to have a formal shrub appearance on the project, contractor will shear shrubs according to the desired shape.

**Mulching** - Mulching if required by contract will be carried out during the months of November through March.

**Disease and Pest Control** - The spraying of Shrubs as often as necessary for the effective control of harmful disease and insects.

**Fertilization** - Fertilizer shall be applied on an as needed basis to maintain proper color and health. Notifications will be provided to the office manager when fertilizer has been applied.

Weed Growth and Debris

Shrub beds will be kept reasonably weed-free with respect to site conditions and the time of year. This will be obtained through the use of Pre-emergent, selective contact herbicides and manual weeding.

Spent flowers, leaves and any other landscape debris (i.e., Clippings) shall be removed from plant areas every other week unless heavier accumulation requires weekly removal.

Replacements

Replacement of plants due to circumstances beyond the Contractor’s control; (i.e., acts of God, vandalism, drought, freeze, storm damage or poor drainage) shall be at the Owner’s expense. Replacement required through the negligence of the Contractor shall be at the Contractor’s expense.

Tree Care

**Pruning** - All trees on the work site shall be maintained in their natural shape whether specifically mentioned or not. Trees shall be pruned in a manner to select and develop permanent scaffold branches that are smaller in diameter than the trunk to branch to which they are attached; to provide radical orientation so as not to overlay on another; to eliminate narrow “V” shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations and to balance the crown with roots. To be pruned to allow for an eight foot clearance under the trees. All shoots and suckers will be removed from the base of the trees. All pruning cuts will be made flush. “Stubbing” will not be permitted. Pruning for general clean up of trees is recommended in the winter or fall. Tree pruning is limited to trees 10 feet, or less, in height. Palm tree trimming is included one time per year during winter months. Maintain and replace stakes with equal material on all existing trees until the plant is capable of standing vertically and resisting high winds.

**Tree** **Basins** - A cleared circle shall be maintained at the base of trees to reduce competition for nutrients by lawns and groundcovers, and to prevent damage from mowing equipment.

**Fertilizer** - Those trees, other than palms, within lawn or groundcover areas do not require supplemental fertilization unless recommended for specific deficiencies.

OwnerAwareness

Dead plants and those in a state of decline shall be brought to the Owner’s attention.

Communication

It is recommended that monthly walk-throughs during regular working hours be scheduled with the Owner and Contractor’s representative. All services provided will be completed to meet the owner or the manager’s specifications. Services performed under this agreement that do not meet owner or manager specifications will be corrected within 3 working days at no additional charge.

LitterControl

Paper, grass, cans and branches shall be removed from the landscape areas on a weekly basis. All walkways shall be kept clear of debris from the maintenance operation. Service to include blowing sidewalks and driveways from debris generated by the Contractor.

Irrigation

Contractor will activate each zone and inspect the irrigation system monthly for broken or clogged heads malfunctioning or leaking valves, or any other condition, which hampers the correct operation of the system. Authorization for work not covered by this contract will be requested unless emergency repairs are necessary. Contractor to repair/correct malfunction of valves, sprinklers or irrigation lines at Owner’s expense with prior approval unless due to Contractor’s negligence.

Work not Included

The following items would be an “extra” to this contract but could be performed under separate contract with Owner’s prior authorization.

1. The Sweeping of parking areas and driveways except for the cleanup of debris generated by Contractor
2. Contractor will not furnish or plant additional trees, shrubs, groundcovers, vines or seasonal flowers under this contract
3. Deep feeding of trees requiring supplemental fertilization for growth and development
4. Pruning of trees over 10 feet tall
5. Spraying for tree disease and insect control above 10 feet
6. Hand watering of turf areas or individual planters
7. The labor and materials to supply annual color

9. Other: (Specify)

Options

Annuals, mulch, landscape and irrigation upgrades, trash hauling, pressure cleaning, and parking lot sweeping.

This agreement is for a period of one year, beginning , 20 and ending , 20 .

In consideration whereof Owner agrees to pay Contractor the sum of per month, the first payment to be made on or before , 20 .

**(**Authorized Signature for Landscape Corp.) Date

(Authorized Signature for Owner) Date

IREMFIRST Disclaimer Statement

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