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# LANDSCAPE MAINTENANCE CONTRACT

This Contract, dated **07/17/13** between **Dana Point Condominium Association** (Lieberman Management) and the ACRES GROUP (Contractor) shall be in accordance to this Contract, including the Contract Specifications attached as Rider A-1.

1. TERMS OF AGREEMENT: Three (3) year agreement shall apply to 2014, 2015 & 2016 landscape seasons.
  2. SERVICE DATES: April 1<sup>st</sup> – November 30<sup>th</sup>
  3. PLACE OF PERFORMANCE: **Dana Point Condominium Association – Arlington Heights, IL**
  4. PAYMENT RATES AND BILLING: As compensation for services to be performed by Contractor, Client will pay within 30 days. The cost of contracted service is:  
Lawn Maintenance 2014: Total Season 1: **\$56,160.00**  
Lawn Maintenance 2015: Total Season 2: **\$56,160.00**  
Lawn Maintenance 2016: Total Season 2: **\$58,968.00**
  5. PAYMENT SEASON 2014: Eight (8) equal monthly payments of **\$7,020.00**  
PAYMENT SEASON 2015: Eight (8) equal monthly payments of **\$7,020.00**  
PAYMENT SEASON 2016: Eight (8) equal monthly payments of **\$7,371.00**  
BILLABLE EXTRAS: Mulch Installation: \$21,100.00 \_\_\_\_\_ (Initial Here)  
Core Aeration: \$ 3,500.00 \_\_\_\_\_ (Initial Here)  
Truck Watering/Hr: \$ 80.00 \_\_\_\_\_ (Initial Here)
  6. CANCELLATION CLAUSE: A 30 day cancellation clause will apply to both parties. The documented justification shall be delivered by certified mail.
  7. COMMUNICATION IS KEY: By way of this contract, Acres is to attend a minimum of two (2) meetings per year to ensure sufficient communication is shared between (Contractor) and (Client). Timing of these meetings is at the client's discretion, but consideration is recommended to a pre-season meeting to review an executive summary of specifications, and document any special needs and/or expectations.
  8. REASONABLE EFFORTS: The services provided by Contractor pursuant to this Contract will be performed in a reasonable and workman-like manner.
  9. This contract will be considered null and void on 03/01/14 without appropriate authorized signatures below.

**ACCEPTANCE OF PROPOSAL:** The above Contract prices, including that stated in the Contract Specifications attached as Rider A-1, stated, are satisfactory and are hereby accepted. Contractor is authorized to do the work indicated and as specified. Payment will be made as stated above.

Customer Signature \_\_\_\_\_ DATE \_\_\_\_\_

TIM GANNON  
ACRES GROUP

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**Print Name**  
Customer's designated property agent is Lisette Ray.



**CONTRACT SPECIFICATIONS  
LANDSCAPE MAINTENANCE - RIDER A-1  
DANA POINT CONDOMINIUM ASSOCIATION**

**I. GENERAL SERVICES**

Clean up (policing) of landscape grounds to remove miscellaneous debris, branches, etc., will be done weekly during the period of the maintenance contract.

**II. SPECIFIC SERVICES – LAWN**

**A. Spring Clean-Up**

Spring clean up is to be completed as soon as weather and ground conditions permit and no later than 45 days from the start of the contract. Spring clean up to include the following activities:

1. Hand rake sodded turf areas of development as needed.
2. Hand rake, blow or remove (as appropriate) leaves and debris from rock and shrub beds.
3. Remove all debris and leaves from development. Do not use wild areas or surrounding land for disposal site.
4. Sweeping/blowing of drives, walks, walkways and steps of landscape debris.

**B. Mowing**

1. All mowing shall be done in a neat and orderly manner. Equipment shall be moved onto and off the area in such a manner that will minimize tracks or marks that will detract from the finished turf.
2. All turf areas will be mowed evenly, as needed, to maintain a height of three to three and one-half (3 to 3-1/2) inches. This shall be interpreted to mean weekly maintenance except in those weeks where the grass does not reach a minimum of one (1) inch growth from the prior week's cutting. The end of the week shall be considered Friday, at 5:00 p.m. If, due to weather conditions, the grass must be cut on weekends to complete the weekly cutting schedule, this must be approved by the Managing Agent.
3. Mowers shall be kept sharp and in good adjustment at all times during the mowing. The grass must be cut evenly so that no ridges remain in the finished cut.
4. All mowing equipment shall be operated in a manner that will prevent damage to trees, shrubs and other property from collision. Any damage will be paid for by ACRES GROUP.
5. All turf areas adjoining hard surfaces, obstructions and cultivated areas shall be kept neat by edging and/or trimming.
6. All grass clippings and debris, whether from mowing or edging, shall be removed from the sidewalks, streets and entrances at the time of each cutting.
7. No debris shall be placed in the Association's garbage container for disposal.
8. Grass next to foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, etc. shall be trimmed to the same heights as specified above at the time of each mowing. All grass areas adjacent to buildings and curbs shall be trimmed at the same mowing heights. (IMPORTANT, please refer to #9 below).
9. To protect Acres Group and the client from potential damage during the performance of these contracted services, the following will be applied:

When the turf abuts foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, etc., Acres Group will submit a proposal to create a "buffer" of an approximate 12" wide area consisting of mulched or planting bed space. These improvements will greatly reduce the potential for damage to equipment and structures during regular performance of the contracted services. Proposals for "buffers" not approved will release Acres Group from liability for damages to these areas.

It must also be noted that any cables, wires, any and all irrigation components, etc. not buried to specification (at least 6") will be the responsibility of the appropriate entity in the case where they may be damaged while ACRES GROUP is carrying out contracted services such as spade edging of beds, edging of walks, cultivation, etc.

**C. Fertilizing & Weed Control**

All lawn areas shall be fertilized three (3) times during the total season at a minimum of 3.5 lbs. of active ingredients (see below) per 1,000 square feet and all lawn areas shall receive three (3) applications of broadleaf weed control. All applications of chemicals shall be at the manufacturer's recommended rate and applications to be applied by an Illinois Licensed Applicator and flagged per state regulation as follows:

*March/April/May:* Pre-emergent crab grass control, broadleaf weed control & premium grade fertilizer.  
*June/July/August:* Premium grade fertilizer.

*September/October:* Premium grade fertilizer and broadleaf weed control.

**D. Sidewalk Edging**

Complete edging of grass adjacent to all sidewalks shall be performed seven (7) times during the season. The work shall be performed during the months of April, May, June, July, August, September, and October.

**E. Fall Clean-Up**

1. To be completed by end of contract, weather permitting.
2. Raking of leaves and debris as required around buildings.
3. Last mowing to be cut at 2-1/2 inches.
4. Sweeping/blowing of sidewalks and guest parking areas of landscape maintenance related debris.
5. Removal of debris and leaves from the landscape grounds.
6. Additional clean-up can be completed on a time and material basis after contract expires, if required or requested.
7. When necessary, large accumulations of leaves shall be removed prior to each mowing.

**III. SPECIFIC SERVICES – PLANTING BEDS**

**A. Bed Care**

1. Pre-emergent and/or weed control in the planting beds shall be accomplished one (1) time each season. The herbicide will be applied at the manufacturer's recommended rate.
2. Spot weeding of plant beds shall be done by hand pulling or cultivation as needed.

|                           |                                        |
|---------------------------|----------------------------------------|
| <i>April/May:</i>         | Cultivate, weed inhibitor and edge bed |
| <i>June, July, August</i> | Bed weeding                            |
| <i>September</i>          | Cultivate and edge beds                |
3. Groundcover & Perennials will be maintained as follows:
  - a. Cleaned of debris as part of spring clean-up.  
Ornamental grasses will be cut to crown level.
  - b. Groundcover will be trimmed twice (2) per season.
  - c. Applicable perennials shall be trimmed and removed at the plant crown in fall.
4. Annual planting beds will be weeded and cultivated as above. Planting of annual flowers and additional maintenance such as fertilization, watering, general maintenance (dead heading) and removal of spent annuals will be quoted under a separate proposal and implemented upon managing agents' approval.
5. Small red flags from Acres Group are available for individual homeowner's beds to indicate exclusion to all Acres bed care service.

**B. Pruning – Shrubs and Hedges up to 6 Feet in Height**

1. All deciduous and evergreen shrubs shall be trimmed each growing season at the proper time of the year for the specific species and variety of each plant to achieve the following:
  - a. Retain the individual plant's existing plant form symmetry and conformation and prune to eliminate branches, which are rubbing against structures, i.e. buildings, A/C unit, etc.
  - b. Assist the plants in maintaining and improving their natural size, shape, scale and conformation in the total landscaped picture of which they are part.

- B. Pruning – Shrubs and Hedges up to 6 Feet in Height (continued)**
  - c. Special requests of shrub trimming within the contracted number of trimmings by address will be an extra charge of \$50.00 per address.
  - 2. Deciduous and flowering shrubs shall be properly pruned and thinned immediately after the blossoms have cured, with top pruning restricted to shaping the terminal growth, removal of interfering branches and control of the height of the plant.
  - 3. Hedges, both evergreen and deciduous, shall be trimmed (sheared) two (2) times per season during the months of June and August.
  - 4. Dormant and/or rejuvenation pruning can be done at an additional charge during the winter months.
  - 5. Small red flags from Acres Group are available for individual homeowner's beds for exclusion of all Acres bed care service.

- C. Insect and Disease Control**

- 1. Spraying for insect or disease control shall be done with written approval from the Managing Agent, by ACRES GROUP for the specific problems and treatment.
- 2. If a widespread insect or disease problem occurs throughout the property and all plant material is to receive treatment, chemical applications will be made after notice has been given by ACRES GROUP to the Managing Agent and a written approval is received by ACRES GROUP
- 3. Insecticides and fungicides will be applied by a licensed ACRES GROUP operator.

#### **IV. SPECIFIC SERVICES – TREES UP TO 10 FEET IN HEIGHT**

##### **Pruning**

- 1. All trees shall be pruned to eliminate dead, diseased or damaged wood and to remove "suckers".
- 2. Any trees being shaped at the top or exceeding 10 feet will be charged on an individual basis with approval from the managing agent.

#### **V. CLEANING**

Walks, patios and driveways shall be kept clean and free of landscape maintenance related debris each day maintenance work is performed.

#### **VI. ADDITIONAL SERVICES**

- A.** Additional work requiring labor will be charged on an hourly basis for each piece of equipment used. All equipment prices include operator. One way travel time will be charged. Regular hour prices are as follows:

**Labor Rate:** Thirty-nine dollars and 00/100 \$39.00

**Foreman Rate:** Forty-four dollars and 00/100 \$44.00

**Watering:** One (1) man with twenty (20) hoses and ten (10) sprinklers will be charged at forty-two dollars and 00/100 \$42.00 per hour (minimum of eight (8) hours per day)

All water will be furnished and paid for by the Association/ Property Owner with adequate working silcocks and/or hydrant meters.

Watering trucks and their pricing are available by request.

**Debris Removal:** Dump fee and land debris removal will be charged at One Hundred Fifty dollars and 00/100 \$150.00 per standard load.

- B.** Monthly reports will be sent to the Property Manager and the Board President (upon request).

## **VII. GOVERNMENTAL REGULATIONS**

In the event that the federal or state government imposes governmental regulation or an additional tax which increases Acres cost of doing business, Contractor will add an additional charge to the monthly contracted price.

**VIII. BILLING:** Billing will be on the 1st of each month for that month's service. A 1.5% service charge is added to all invoices not paid by 30 days - annual interest rate equals 18%. Contractor reserves the right to suspend services should outstanding payment for above services exceed sixty (60) days past date of invoice. Services will be temporarily discontinued at the 91<sup>st</sup> day of non-payment until the account is brought current. Any and all collection and/or litigation fees and costs, including attorneys' fees and costs shall be paid by the Customer. If client cancels the contract prior to the expiration date, services that are due and payable shall include Acres costs incurred through date of termination.

## **IX. INSURANCE**

A. Contractor agrees to supply to Client or its designated property agent a Certificate of Insurance prior to commencing work under this Agreement evidencing the following coverage's for Contractor:

| Coverage                     | Limits                                                                                                                                                                                                |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Workers' Compensation        | Statutory                                                                                                                                                                                             |
| Employers' Liability         | \$1,000,000 each accident bodily injury by accident<br>\$1,000,000 policy limit bodily injury by disease<br>\$1,000,000 each employee bodily injury by disease                                        |
| Commercial General Liability | \$1,000,000 bodily injury and property damage each occurrence<br>\$1,000,000 personal and advertising injury liability<br>\$2,000,000 general aggregate<br>\$2,000,000 completed operations aggregate |
| Automobile Liability         | \$1,000,000 each accident                                                                                                                                                                             |
| <b>Umbrella Policy</b>       | <b>\$5,000,000</b>                                                                                                                                                                                    |

C. Insurance will be carried with a company licensed to do business in Illinois.

## **X. LIMITATION OF LIABILITY**

Contractor shall not be liable to Customer for damages by reason of any delay in completion of the work hereunder due to causes beyond Contractor's control. Contractor will not be liable to Customer for any injuries that result from causes beyond Contractor's control, such as: gutter, downspout or roof run-off, poorly drained areas, snow or ice between parked cars or freeze/thaw conditions.

## **XI. INDEMNIFICATION**

Customer agrees to defend, indemnify and hold harmless Contractor from property damages or personal injuries suffered by any third person unless the injury or illness was caused by the sole negligence of Contractor.

## **XII. NOTICE OF CLAIMS**

If Customer discovers any facts that might give rise to a claim arising out of Contractor's work, Customer shall immediately notify Contractor of same in writing. Contractor shall be entitled to contest any such claim with counsel selected by Contractor or its insurer and shall be entitled to control any litigation relating to such claim. Customer shall not settle or compromise any such claim without Contractor's prior written consent and shall cooperate with Contractor and its insurer in connection with the defense of any such claim.