



1/12/23

Pete DeCicco
Rolling Meadows Library
3110 Martin Lane
Rolling Meadows, IL 60008

Rolling Meadows Library
2023-2025 Landscape

Landscape Maintenance Agreement

Service Area: Please see Exhibit A attached to this contract.

Period of Coverage: This proposal shall provide for Maintenance Services for the 2023 - 2025 seasons, approximately April 15th through November 15th each year. When weather conditions allow for operations to begin prior to the start date, the contractor may choose to do so without changing the billing agreement set forth below. If weather conditions are such that operations must be performed prior to or after the dates listed above or if the client request service outside the dates listed (such as warm weather causing early turf growth or a late leaf drop in autumn), these operations will be performed and billable at our T&M rates upon approval.

The number of occurrences for services listed below are subject to adjustment by the contractor as dictated by weather and/or horticultural conditions, provided these adjustments are intended to allocate resources to services of a higher priority.

Turf Services - Weekly

Turf shall be cut to a height of two to three inches as conditions dictate. Mowing shall be performed frequently enough so that no more than one third of the grass blade is removed per cutting. Mowing equipment and patterns shall be employed to permit recycling of clippings and present a neat appearance. Excess clippings shall be removed and blades on all equipment shall be sharp to prevent tearing of the grass blades.

Spring Clean-up – 1 per Season

Spring clean-up operations will be performed during the month of April to remove leaves and debris that have accumulated over the winter. All debris shall be removed off-site.

Fall Clean-up – 1 per Season

Fall clean-up operations will be performed once in the late fall to remove leaves from all planting beds and turf areas. All debris shall be removed off-site.

Pre-emergent Application to Planting Beds – 1 per Season

Apply pre-emergent weed control to all planting beds and tree rings.

Edging of Sidewalks – 6 per Season

Mechanical edging of turf adjacent to all sidewalks, including clean-up of debris.

Edge/Cultivate Beds and Tree Rings – 2 per Season

Tree rings and planting beds shall be edged to maintain a clean separation between mulched areas and turf. Only mulched areas will be 'cultivated' during edging operations, beds without mulch will not be cultivated.

Initial: _____

Turf Applications – 3 per Season

In the spring, all turf areas shall receive a pre-emergent Crabgrass application and premium grade fertilizer. In late spring or early summer, a broadleaf weed control and premium grade fertilizer will be applied to all turf areas. In late summer or early autumn, another application of broadleaf weed control and fertilizer will be applied. These applications may be combined or applied separately, as horticultural conditions dictate. The purpose of these applications is to keep the maintained turf areas healthy and weed free throughout the season.

Hand Weed and Spot Spray Beds

Mulched planting beds and tree rings shall be weeded regularly utilizing hand weeding and spot spraying of herbicide, whichever is appropriate.

Please note that without mulch, weeds will grow aggressively, and additional charges may apply for their control. We strongly urge a regular mulch replenishment program to reduce the need for weeding and chemical application and improve the overall aesthetics of the site.

Pruning of Shrubs – 3 per Season

All deciduous and evergreen shrubs under 12' in height shall be properly pruned at the appropriate time of year for each variety. Pruning will employ the removal new growth at appropriate time of season. Proper pruning shall retain the individual plant's natural form, symmetry, and aesthetic value.

Pruning of Groundcover – As Needed

All groundcover shall be mechanically pruned as needed to maintain a neat appearance.

Perennial Bed Care – 2 per Season

Where appropriate, perennials shall be deadheaded once per season and cut back at the end of the season or beginning of the next season.

Spot Prune Trees – 1 per Season

All Tree branches under 12' in height will be pruned to remove dead, diseased, or damaged wood. Please note this is for clearance purposes only and not a substitute for proper selective or dormant pruning for the health of the plant.

Debris Clean up – As Needed

During each weekly visit, typical landscape debris will be cleaned up and removed. Countryside Industries Inc is not responsible for excessive debris or trash pickup including but not limited to, storm cleanup, overflowing garbage cans or dumpsters, debris left by "fly dumping", construction debris, etc.

Mulch Install – 1 Per Season

Includes installation of Premium Triple Ground Hardwood Mulch to all plant beds and tree rings to maintain a depth of 1-2 inches of mulch. When present, hardwood mulch in planting beds and tree rings provides multiple benefits: Through decomposition, the soil is constantly being amended allowing for better growing conditions; This allows for better soil aeration, structure and water percolation; Better moisture retention than soil alone; Improved control of weed growth; Pleasant, well-cared-for appearance.

Initial: _____

	<u>Annual</u>	<u>Monthly (x7)</u>
2023 Contract Price:	\$8,610.00	\$1,230.00

**Discount pricing (Only valid if signed by 2/28/2022)*

Initial: _____

	<u>Annual</u>	<u>Monthly (x7)</u>
2023 Contract Price:	\$7,665.00	\$1,095.00

Terms and Conditions

All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Licensed personnel will apply chemicals and a copy of all licenses and MSDS for all applied chemicals shall be on file with Ownership or Managing Agent.

Initial: _____

Material shall be applied in accordance with manufacturer's directions. When alternate products are available, the environmental impact of the products shall govern which is used.

COUNTRYSIDE INDUSTRIES, INC is not responsible for damage to property left on the landscaped areas the day of service, including, but not limited to sump pump hoses, barbeque grills, dog chains, downspout extensions and lawn furniture.

COUNTRYSIDE INDUSTRIES, INC is not responsible for damage caused by items in turf that become projectiles while servicing site. This includes, but not limited to, rocks, nails, small toys, or any unseen object that may cause damage to persons, pets, or property like windows, siding, vehicles, etc.

Design flaws: COUNTRYSIDE INDUSTRIES, INC. will not be held responsible for damage to siding, windows, decks, signage, air conditioning units, lamp posts, etc. This applies to areas where the turf directly abuts any object as noted above that has the potential to be damaged while COUNTRYSIDE INDUSTRIES, INC. is performing contracted services. If the turf directly abuts any of these areas, COUNTRYSIDE INDUSTRIES, INC. may, upon request, submit a proposal to create a 'buffer' area approximately 12 inches wide to install Mulch or Plant Material. This process will protect your investment and allow COUNTRYSIDE INDUSTRIES, INC. to perform their services with a greatly reduced potential for damage.

It must also be noted that any cables, wires, 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 COUNTRYSIDE INDUSTRIES, INC. is carrying out contracted services.

Certificates of insurance for workman's compensation and liability shall be provided to the owner by COUNTRYSIDE INDUSTRIES, INC.

Fuel Surcharge: If the price of fuel rises above \$4.00 per Gallon during the Service Period of this contract, a 5% surcharge will be added to the monthly invoice amount. If the price of fuel rises above \$7.00 per Gallon a 7.5% surcharge will be added to the monthly invoice amount. Fuel prices will be determined according to the IL State AAA average.

Irrigation systems: Irrigation systems will be monitored by the crew supervisor and recommendations for adjustment to system, based on changing conditions, shall be made to the responsible party. Irrigation system spring activation, monthly inspections, winterization, and repairs to the system are not included in this contract, unless specified otherwise. Contractor will not be held responsible for damaged lawn sprinkler nozzles hit by lawn mowers.

Arbitration: We agree that any claim or dispute between us shall be resolved by arbitration under the Code of Procedure for Resolving Business-to-Business Disputes in effect when the claim is filed. Any award by the arbitrator(s) may be entered as a judgment in the IL court having jurisdiction.

Governmental Regulations: In the event of any federal, state, or local government imposed regulation or an additional tax which increases the cost of doing business, (an example of this type of regulation would be a minimum wage increase) Countryside Industries Inc will increase the contract and T&M rates by the same percentage imposed, at the time the regulation or tax takes effect.

ADDITIONAL SERVICES

This landscape management contract contains services which are expected to be performed throughout the Landscape season; however, during the landscape season, services, which are not included in this agreement, may be required. A partial list of these services is outlined below. These extra services will be proposed separately.

- Tree removal or pruning of trees greater than 12' in height
- Repairs to turf, shrubs, and trees
- Watering of turf and/or plant material
- Pesticide or Fungicide applications not covered in the scope of this contract
- Dormant pruning of trees and shrubs
- Aeration of turf
- Storm damage clean-up
- Holiday decorations
- Brick or stone paver installation or resetting
- Mulching of beds and tree rings
- Stemming up and/or shaping trees

Termination: Contractor may terminate this Agreement upon 30 days' prior written notice to the Owner. The Owner's obligation is to pay the Contractor for all fees associated with the services performed up through and including the 30 day termination period.

Payment Terms

All invoices will be payable within 30 days of receipt. Payment via credit card will be accepted with a 4% convenience fee added. Owner agrees to pay COUNTRYSIDE INDUSTRIES, INC. a one-and-one-half percent (1½%) service charge per month (18% annual) on any overdue balance. Owner agrees to reimburse and indemnify COUNTRYSIDE INDUSTRIES, INC. for all costs of collection, including all attorney fees, court costs, and/or collection agency fees. Owners failure to pay any invoices, service charges, or collection costs when due, shall void all warranties that may be associated with this work and shall permit COUNTRYSIDE INDUSTRIES, INC. to delay or cease performance of any uncompleted work, contracted or otherwise, until payment in full is made for all such past due invoices, service charges and collection costs, without penalty or recourse against COUNTRYSIDE INDUSTRIES, INC. To the extent this provision conflicts with any prior contract or contract term between Owner and COUNTRYSIDE INDUSTRIES, INC., this provision shall control.



Exhibit A: Site Map

Job Site Name: Rolling Meadows Library
Job Site Address: 3110 Martin Ln, Rolling Meadows, IL 60008





IN WITNESS, the undersigned parties have executed this agreement as of the day entered below next to Owner's (or Owner's agent) signature below, (as set forth in the opening paragraph above, the "Effective Date").

We reserve the right to review and update pricing if this proposal is not accepted within 15 days.

Service Provider:

Owner / Representative:

Countryside Industries Inc.
Authorized By:

Rolling Meadows Library
Authorized By:

Date: _____

Date: _____

Email: **jadelizzi@countrysideindustries.com**

Email: _____

Phone: **(224) 321-3645**

Phone: _____

Name: **Joe Adelizzi**

Name: _____

Signature: _____

Signature: _____

Payment Info:

Billing Info:

Countryside Industries Inc.
29947 N Rand Road
Wauconda, IL 60084

Rolling Meadows Library

Office: 847-526-1909

Email: **accounting@countrysideindustries.com**

