

Sample Landscape Maintenance Contract for a Cemetery

Read this First

Chicora Foundation is not offering this as legal advice. The contract laws of each state, as well as other regulatory issues, will dictate the wording of your contract. This document is not intended to be a substitute for personalized advice from a knowledgeable lawyer. We strongly encourage you to solicit the assistance of an attorney licensed to practice in your state.

This is only a sample for you to select items appropriate to your specific needs. Landscape practices, needs, and requirements will vary from location to location. Your specific needs and requirements must be considered.

Great care has been taken in the preparation of this work. However, Chicora Foundation shall not be held responsible or liable for any damages in connection with or arising from the use of any information in this document.

1. General Requirements

- 1.1. All work will be performed in a professional and workmanlike manner by *experienced and well trained, uniformed* personnel, utilizing *clean, well-maintained equipment of the latest and most efficient design*.
- 1.2. The practices and procedures employed will be according to accepted industry standards (e.g., Association of Landscape Contractors of America); installations and applications will be made with technical expertise; all vehicles and equipment will be operated both skillfully and safely within the cemetery grounds.
- 1.3. Work performance will comply with the Federal Occupational Safety and Health Act. All applications of pesticides classified for restricted use will be made by certified applicators only.
- 1.4. All original product packaging may be inspected by the cemetery's representative prior to use.
- 1.5. All mechanized equipment (power mowers, trimmers, edgers, etc.) must be turned off if you encounter the public (within 20 feet).
- 1.6. No mechanized equipment (power mowers, trimmer, edgers, etc.) may be used within 200 feet of a funeral in progress.
- 1.7. The Contractor will train crew members to respect not only the solemn dignity of the cemetery, avoiding loud talking, running, etc., but will also train all employees concerning the provisions of this agreement and the need to prevent damage to tombs, stones, and monuments.

2. Lawn Maintenance Issues

2.1. Mowing

- 2.1.1. Paper, trash, branches, flowers not associated with a grave, and other debris will be collected prior to each mowing.
- 2.1.2. Contractor will mow turf areas [as needed according to seasonal growth/on the following schedule: _____].
- 2.1.3. No more than 1/3 of the leaf blades will be removed per mowing - Contractor will be expected to adjust the mowing height as appropriate and, if necessary, for different sections of the cemetery. Mowing height will be according to grass type and variety per the following chart:

<u>Cool-season grasses</u>	<u>Mowing height</u>
Bluegrass	1½ - 2½ inches
Fescue, fine	1½ - 2½ inches
Fescue, tall	2 - 3 inches
Ryegrass, perennial	1 - 2 inches
<u>Warm-season grasses</u>	<u>Mowing height</u>
Bahiagrass	2 ½ - 4 inches
Bermuda grass, common	1½ - 2 inches
Bermudagrass, hybrid	1 - 1½ inches
Buffalograss	1½ - 2 inches
Centipedegrass	1½ - 2 inches
St. Augustine	3 - 4 inches
Zoysia	1 - 3 inches

- 2.1.4. During periods of excessive rain and tall grass growth, the mower cut height may be raised.
- 2.1.5. All mowing will be conducted with a [reel/rotary/mulching] mower. [Under no circumstance will any equipment larger than an intermediate walk-behind mower be used in the cemetery. / Given the spacing of stones and potential for damage, the largest acceptable equipment is a 21-inch push mower.]
- 2.1.6. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.
- 2.1.7. Mowing equipment and patterns (alternate directions each cutting where possible) shall be employed to permit recycling of clippings were possible and present a neat appearance.
- 2.1.8. Contractor will leave clippings on the lawn as long as no *readily visible* clumps remain on the grass surface 36 hours after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, Contractor will collect clippings until the disease is undetectable.
- 2.1.9. All plots with coping surrounding grass will require special treatment and consideration.

- 2.1.9.1. No coping is to be damaged by turf maintenance or removed to make maintenance “easier.” Mowers may not be operating when passing over coping.
- 2.1.9.2. Only 21-inch push mowers may be used in plots with coping (see item 2.2.4.).

2.2. Edging and Trimming

- 2.2.1. Grass adjacent to fixed objects, such as tombs, grave stones, monuments, etc., shall be trimmed to the same height as the general turf. Trimming is to be done so that turf areas are not scalped.
- 2.2.2. Contractor will edge tree rings and plant beds, and all buildings, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass will be edged every other mowing during the growing season.
- 2.2.3. Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept water output.
- 2.2.4. No mower will be operated within 12-inches of any marker, monument, headstone, footstone, or other memorial. All turf between these markers and mown areas must be trimmed using a filament line trimmer equipped with line no heavier than 0.08-inch.
 - 2.2.4.1. The Contractor’s employees will be expected to know the length of their trimmer line at all times to prevent this line from coming into contact with the grave stones, tombs, and monuments. Any line damage other than pre-existing (defined as documented by the Contractor at the beginning of this agreement) is the responsibility of the Contractor.
 - 2.2.4.2. When trimming near stones, tombs, and monuments, the Contractor is responsible for ensuring that the rotation of the string causes the grass to be thrown back towards the operator. This will assist in preventing any objects thrown by the trimmer, such as rocks, sticks, etc., from being thrown toward fragile stones, thereby minimizing the potential for accidental damage.
 - 2.2.4.3. The cemetery’s stones will be trimmed every other mowing during the growing season.
- 2.2.5. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2-foot diameter, maximum 3-foot diameter) to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass. Establishment and maintenance of such mulched areas will be charged to the cemetery.
- 2.2.6. Contractor will clean all clippings from sidewalks, curbs, roadways and markers or monuments immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in sewer drains.
- 2.2.7. Contractor will ensure that grass clippings do not build up in the corners of plots with coping - otherwise over time there is a build-up of unsightly dead grass in these areas.
- 2.2.8. Under no circumstance will herbicides be used in lieu of appropriate edging and trimming, especially adjacent to monuments and fences. Soil sterilants may never be used on the cemetery property.

2.3. Soil Testing

- 2.3.1. A number of soil tests will be performed to ensure correct care is being given to the turf.
- 2.3.2. The cemetery is to be provided with a written copy of all soil tests, along with the recommendations resulting from the test.

2.4. Fertilization

- 2.4.1. Contractor will fertilize turf areas as per the maintenance specifications attached.
- 2.4.2. Complete fertilizers shall be granular in composition and contain 30% to 50% or more of the nitrogen in a slow- or controlled-release form. The ratio of nitrogen to potash will approximate 1:1 or 2:1 for complete fertilizer formulations (Examples: 15-5-15, 16-4-8, 15-0-15, 12-2-14, 14-3-14). The exact composition of the fertilizer shall be determined on the basis of good industry practice combined with soil testing (see item 2.3.). While nitrogen fertilization is based on the desired growth rate and type of turfgrass being grown, the phosphorus fertilization rate should be based on the analysis of a lawn soil sample and the recommendations obtained from it. The fertilizer shall also contain magnesium and micro-nutrients (i.e., manganese, iron, zinc, copper, etc.). Iron shall be in the sulfate, sucrate or chelated form.
- 2.4.3. Fertilizer will be swept off of walks and drives onto lawns or beds.
- 2.4.4. Fertilizer will be swept off all monuments, markers, headstones, footstones, and other memorials onto lawns or beds.
- 2.4.5. Since the cemetery has no means of watering in fertilizer, the Contractor will apply at the appropriate season and when rain is anticipated within 24 hours.

2.5. Aeration

- 2.5.1. Turfgrass areas in regions of clay and highly compacted soils require regular aeration. Aeration should be accomplished in the early spring or before soils freeze in late autumn in colder climates.
- 2.5.2. No equipment is to be operated within 12-inches of monuments, markers, or stones. Special care is to be taken around walkways, copings, and curbs. All sprinkler heads are to be flagged and avoided by aeration equipment.

2.6. Pest Control

- 2.6.1. The Contractor will inspect lawn areas each visit for indications of pest problems and advise the cemetery of such problems.
- 2.6.2. Upon confirmation of a specific problem requiring treatment, the Contractor will apply pesticides as needed and only in affected spots, whenever possible using the least toxic, effective pesticide. No pesticide will be applied to turf areas without the express approval of the client. This includes weed and feed formulations.
- 2.6.3. All applications of pesticides and fertilizations will be performed when temperatures are below 90°F and wind drift is negligible.

- 2.6.4. The Contractor will keep records on pests identified and treatment(s) rendered for control.
- 2.6.5. All pest control service is in addition to the basic contract charges. The Contractor will charge the client per job, based on materials cost plus labor. The cost will be agreed on by the cemetery and Contractor in writing before such service is rendered.
- 2.6.6. Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides in [state]. The Contractor will post alerts at all entrances to the cemetery to notify pesticide-sensitive persons of the application as well as follow all laws or requirements of [state]. The pest control applicator will be operating under License # _____ with an expiration/renewal date of _____.

3. Landscape Plant Maintenance Issues: Trees, Shrubs, Ground Covers

3.1. Soil Testing

- 3.1.1. A number of soil tests will be performed to ensure correct care is being given to the cemetery plantings.
- 3.1.2. The cemetery is to be provided with a written copy of all soil tests, along with the recommendations resulting from the test.

3.2. Fertilization

- 3.2.1. Ornamental shrubs, trees and ground covers planted less than 3 years shall be fertilized 4 to 6 weeks after planting and then two to three times per year for the following 3 years. Two of the annual applications are normally scheduled around March and September. A third application may be made during the summer. Rate will be 1 pound of nitrogen per 1,000 square feet per application.
- 3.2.2. Fertilizers should contain equal amounts of nitrogen and potassium, and 30% or more of both elements should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be similar to 8-2-8, 15-5-15, 14-3-14, 12-2-14, etc.
- 3.2.3. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer must be punched shallowly into the soil on berms and slopes where runoff is likely.
- 3.2.4. Individual, established trees and shrubs will receive annual fertilization as appropriate. In general, evergreen trees should be given a high nitrogen fertilizer such as ammonium sulfate, 21-0-0; deciduous shrubs, especially flowering ones, require phosphorus; and broad leafed evergreens should be given a balanced fertilizer such as 10-10-10.
- 3.2.5. Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to the local cooperative extension recommendations.

3.3. Pest Control

- 3.3.1. Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications will be performed when temperatures are below 90°F and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls such as *Bacillus thuringiensis* (Bt) formulations.
- 3.3.2. Weeds in beds or mulched areas will usually be removed mechanically or by hand. Upon cemetery approval only, herbicides may be employed for heavy weed infestations. Should herbicides be approved, all necessary precautions (including, but not limited to application when there is no wind to cause drift and tenting or otherwise covering) must be taken to prevent herbicides from being applied to or landing on monuments, stones, or markers.

3.4. Pruning

- 3.4.1. Pruning should only be done to remove dead or diseased branches, reduce foliage density or crossing branches, to improve the beauty of the plant through selective removal of a few branches, or to ensure safety of monuments and visitors.
- 3.4.2. Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness and blooms. No powered hedge trimmers are to be used in the cemetery.
- 3.4.3. All trees should be trimmed so a mower can get under and around them, with these exceptions: [_____].
- 3.4.4. No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar, and pruning paint will not be applied.
- 3.4.5. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.
- 3.4.6. The Contractor will remove all litter from the cemetery.
- 3.4.7. The cemetery requires that any tree pruning be conducted only by an ISA Certified Arborist.

3.5. Mulching

- 3.5.1. All mulched areas will be replenished once a year during the winter months (Nov. - Feb).
- 3.5.2. Mulch should be maintained at a depth of not less than 2-inches and not more than 3-inches.
- 3.5.3. Mulch will not be placed against the trunks of plants.
- 3.5.4. Mulch will not be placed against marble or sandstone tombs, monuments, or gravestones.
- 3.5.5. Mulch will not be allowed to cover valve boxes, meters, irrigation heads, landscape lighting, or any stone, monument, or marker.
- 3.5.6. All curb, roadway and bed edges will be trenched to help contain the applied mulch. The Contractor is required to define all edges and taper or roll away the mulch from the edges.

3.5.7. The Contractor is responsible for remixing mulch in areas that are starting to show mold or rot and to ensure that mulch or other landscape bed materials are not mixing or creeping into turf areas.

3.5.8. Additional mulch will be billed at \$____ /yard.

4. General Maintenance

- 4.1. Monthly the Contractor will be responsible for manually pulling of any and all weeds in landscape beds (barked, stoned, and flower beds, including family plots), around curbs and coping, sidewalks, parking areas, and around trees that are barked or landscaped, fence lines, retaining walls, property lines - anywhere that weeds are growing.
- 4.2. Monthly the Contractor will be responsible for removing all trash from bed areas and other high visibility areas, including walkways, parking lots, and family plots.
- 4.3. All turf areas and planting beds (including shrubbery and planting areas) will be cleaned of leaves, weeds, trash, and any other winter debris during the first visit in the Spring [or in (month)] and Fall [or in (month)].

5. Optional Service Issues

5.1. All optional services will be by supplemental written agreement of the cemetery and that agreement will specify the extent and cost of the proposed work. All such work, however, will satisfy these general requirements.

5.2. Annual Flowers

- 5.2.1. All annuals will be protected from the wind during transportation; no flats will be stacked on one another; no plants will be used that have been damaged. All annuals will be watered and no more than can be planted will be depotted.
- 5.2.2. The cemetery will approve all spacing of annuals in writing prior to their planting.
- 5.2.3. Replacement of existing annuals will be done ____ times per year. Major renovation of annual beds shall be accomplished once per year in ____.
- 5.2.4. Replacement of dead or injured plants (material that is 25% dead or more shall be considered dead) due to pests or Contractor negligence will be done without cost to client.
- 5.2.5. Replacement of stolen, vandalized or damaged flowers will be charged to the client at a rate of \$____ /plant.
- 5.2.6. Annuals and perennial bedding plants shall be fertilized monthly, at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting, and applied thereafter according to label directions.
- 5.2.7. The Contractor will be responsible for weed control (see 2.2.2). Pest control will follow IPM principles (see 1.4.).

5.3. Irrigation System Work

- 5.3.1. The Contractor may be required to inspect and test rain shut-off devices and other components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes.
- 5.3.2. Minor adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the Contractor, with the client paying for parts.
- 5.3.3. Once a year, the Contractor will recalibrate each zone to allow for the application of ½ inch - ¾ inch of water per irrigation.
- 5.3.4. During weekly maintenance, the Contractor will note and report to client any symptoms of inadequate or excessive irrigation, drainage problems, etc.
- 5.3.5. If the Contractor is responsible for irrigation scheduling, timers will be shut off during the summer rainy season and the system will be turned on manually as needed.
- 5.3.6. Repairs or system service beyond the above scope will be charged to the client at an hourly rate per worker plus parts. The Contractor will notify the cemetery of the nature of the problem before repairs are made.

6. Inspection and Acceptance of Work

- 6.1. The Contractor shall be responsible for notifying the cemetery's representative as soon as practical after all work.
- 6.2. An inspection will be made by the cemetery's representative within 24 hours of notification by the Contractor that work has been performed.
- 6.3. The cemetery will notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 72 hours to repair, replace, or redo the specified work. Any damage to monuments, markers, memorials, or fences will require professional conservation treatment by a conservator who is a member of the American Institute for Conservation of Historic and Artistic Works and who is approved by the cemetery. The Contractor will be responsible for all charges incurred.
- 6.4. All work must meet the specifications of this agreement. The cemetery's representative will be the final authority on acceptance, as well as any damage to cemetery property, markers, monuments, fences, etc.

7. Insurance, Licenses, Permits, and Liability

- 7.1. The Contractor will carry liability amounts and worker's compensation coverage required by law on his/her operators and employees and require the same of any sub-Contractors and provide proof of same to the cemetery.

- 7.2. The Contractor will carry general liability insurance in the amount of \$1,000,000.
- 7.3. The Contractor is also responsible for obtaining any licenses and/or permits (not limited to business licenses, pesticide licenses, etc.) required by law for activities on cemetery's property.
- 7.4. All work will be performed in a workmanship-like manner.
- 7.5. Situations which the Contractor may deem are his/her responsibility:
 - 7.5.1. Any damage due to the operation of his equipment in performing the contract, to include damage to stones, monuments, markers, fences, walkways, curbs, coping, plantings, or any memorial device in the cemetery.
 - 7.5.2. Failure to comply with all laws pertaining to protected plant species.
 - 7.5.3. Damage to plant material due to improper horticultural practices.
 - 7.5.4. Improper replacement or retrofitting of irrigation system components.
 - 7.5.5. Injury to nontarget organisms due to application of pesticides.
 - 7.5.6. Any pollution to the cemetery or its groundwater caused by waste oil, herbicides, or pesticides used by the Contractor.
- 7.6. Situations which the Contractor may deem are not his/her responsibility:
 - 7.6.1. Death or decline of plant materials due to improper selection, placement, planting or maintenance done before the time of this contract.
 - 7.6.2. Damage due to improper irrigation components existing at the time of contract execution.
 - 7.6.3. Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
 - 7.6.4. Flooding, storm, wind, fire or cold damages.
 - 7.6.5. Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components provided he/she reported these to client, or irrigation restrictions imposed by civil authorities.
 - 7.6.6. Damage caused by or to any item hidden in the landscape and not clearly guarded or marked, excluding however, all stones, monuments, markers, fences, walkways, curbs, coping, or memorial devices.
 - 7.6.7. Damage due to vandalism.

8. Property Description, Services Provided, Terms, Conditions, and Charges

- 8.1. This contract is for the maintenance of property at _____,
 _____, _____ and more specifically described as:

 _____.

8.2. The contract term is for a period of 1-year with a beginning date of _____ and an ending date of _____. The contract may be canceled by either party without cause with 30-days written notification. Upon such cancellation the Contractor remains responsible for any damages as outlined in 7.5.

8.3. This contract will be governed by the laws of [state]. Should the cemetery be required to engage the services of an attorney in connection with this agreement or to enforce its provisions, the cemetery shall be entitled to reasonable attorney's fees.

8.4. Charges.

8.4.1. The Contractor will furnish all labor and equipment for the performance of this contract.

8.4.2. The charge for the specified service shall be \$_____ per year payable [as a lump sum at the initiation of the agreement / on a monthly basis of \$_____ / or other].

8.5. Any additional or unscheduled services agreed upon by the cemetery and Contractor will be billed separately as net 30 days.

_____	_____
Name of Cemetery	Name of Firm
_____	_____
Cemetery's Representative	Contractor's Representative
_____	_____
Typed Name	Typed Name
_____	_____
Title	Title
_____	_____
Date	Date

Typical Basic Fertilization Guide - Adjust for your specific area and needs

Grass	J	F	M	A	M	J	J	A	S	O	N	D
Annual Zoysiagrass			C		SRN				C			
Annual Bermudagrass			C		SRN				C			
Annual Centipedegrass				C								
Annual St. Augustinegrass			C			Fe			C			
Annual Bahiagrass			C					C				

C=complete fertilizer application (NPK); SRN=nitrogen only in a slow release form; Fe=iron application only

Guide to Cemetery Maintenance Costs

- Data abstracted from R.S. Means, 2004 *Site Work & Landscape Cost Data*, 23rd Annual Edition
- Means provides multipliers for various cities and zip codes, allowing you to take into consideration local variations in labor and material costs.
- All costs are a total including overhead (typically 11-16%) and profit (typically 10%).

Work	Unit	National Average Cost
Power Mower, 18-22"	1,000 ft ²	\$4.98
Riding Mower, 36-44"	1,000 ft ²	\$1.91
Weeding plant bed	yd ²	\$0.41
Prune Shrub, 3' high	each	\$1.71
Prune Shrub, 4' high	each	\$3.60
Prune Shrub, over 6'	each	\$6.50
Prune Tree, 6" caliper	Each	\$54.00
Prune Tree, 24" caliper	Each	\$141
Fertilize, dry granular, by hand	1,000 ft ²	\$15.60
Clean-up of flower bed	1,000 ft ²	\$325
Aerate, 18" walk behind	1,000 ft ²	\$3.69
Edging, beds	1,000 linear ft	\$46.50
Trimmer work	1,000 linear ft	\$60.00