

Landscape Company 20 Congress Street • Pontiac, MI 48341 P: 248-874-1400 • F: 248-874-1411

> Lathrup Village DDA 27400 Southfield Rd Lathrup Village, MI 48076

City Hall & Annie Lathrup Park

Plants

LANDSCAPE QUOTE Estimate Number: 2145 Estimate Date:

: 2145Page: 1Estimate Date:August 28, 2023Date Expires:September 7, 2023Designer:Carolyn Berwick

Retail Locations in Metro-Detroit 1-800-355-GROW www.englishgardens.com

248-557-2600 ext 223 sstec@lathrupvillage.org

Description and Size	Size/UM	Quantity	Unit Price	Total Price
Cercis Canadensis	2 1/2" bb	1.00	1,427.00	1,427.00
Amelanchier canadensis Clump	6-8' bb	1.00	874.87	874.87
Acer rubrum 'Redpointe'	3" bb	1.00	1,492.03	1,492.03
Hydrangea paniculata 'Little Lime'	#4	1.00	279.69	279.69
Liriodendron tulipifera	3 1/2" bb	2.00	1,555.93	3,111.86
			Subtotal	\$7,185.45
Tree Removals				
Description and Size	Size/UM	Quantity	Unit Price	Total Price
Sub-Contractor Tree Removal Annie Lathrup- Remove 2 Dead Lindens along walking trail City Hall- Remove 2 Maples, 1 Pear, 1 Spruce & 1 Plum	Each	1.00	2,384.10	2,384.10
			Subtotal	\$2,384.10
			Sales Tax Total	\$221.11
			Total	\$9,790.66



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Client Name Total: Lathrup Village DDA \$9,790.66

Scope of Work

English Gardens agrees to provide all the materials and perform the work described on the front of this contract and applicable drawings. Where there are discrepancies this contract supersedes drawings. Homeowner is responsible for final grade to be completed and approved by city prior to starting.

Workmanship

The work shall be performed in a good and workmanlike manner. The drawings will serve as a guide and be followed as closely as possible, allowing for the inexact nature of landscaping.

Concealed Conditions

If English Gardens encounters, or the Purchaser discovers, during the process of the work, subsurface or latent physical conditions at the site differing materially from those indicated in the drawings, or unknown physical conditions at the site that are not readily apparent to an observer, including but not limited to; construction debris, utilities, rocks, poor drainage or other conditions which affect English Gardens in the performance of the work. Should this occur, then the price of this contract shall be adjusted by adding to the price the time and material costs incurred by English Gardens at its then current rates.

Changes

If any changes are made to the scope of the work, then the price of this contract will be adjusted by adding to the price, the time, materials and costs incurred by English Gardens at its current rates. English Gardens shall not be obligated to effect any changes to the scope of the work until both parties agree in writing to the changes. Initials ______

Substitutions, Special Orders and Returns

In the event that one or more of the plant types of sizes on the quote becomes unavailable, a different plant with the same basic form and function will have to substituted for the original plant specified. Any cost difference will be approved by the customer in advance. All Returned, Installed and / or Special Order materials will be subject to a 25% restocking fee.

Initials _

Guarantee

English Gardens guarantees 100% satisfaction on all plants, materials, and workmanship. Trees, shrubs, roses and perennials are guaranteed for one (1) full year from date of installation. Plant will be replaced in kind one time. If a plant needs to be replaced a second time, English Gardens may substitute a plant of equal value. Client is responsible for the proper watering of all new plant material, sod and grass seed to ensure guarantee. Brick pavers are guaranteed for three (3) years. Extended guarantee is available on plants for an additional cost. Guarantee is voided on any project with an outstanding balance.

Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, crop failure, plant availability, governmental acts or omissions, changes in laws or regulations, national strikes, shipping delays, fire, explosion, generalized lack of availability of raw materials or energy.

Initials _____

Construction Lien Act

The Purchaser understands that this contract shall be subject to the Michigan Construction Lien Act. Both the Purchaser and English Gardens agree to comply in a timely manner with any requirements of the Michigan Construction Lien Act applicable to them in connection with this contract.

Terms

English Gardens has quoted a price for services and products purchased by the Customer. The Customer herby purchases the products and services upon the terms and conditions set forth on this document. Customer shall pay one-half of the full purchase price before the start of work. Sales are deemed delinquent if not paid at the completion of the project. Remaining balance will be subject to a finance charge of 2% per month (24% per year) on the outstanding balance. Change orders and additional contract(s) follow the same terms and conditions.

Collections

If English Gardens must file suit to collect delinquent amount, English Gardens shall be entitled to recover from Customer all costs of collection including attorney fees, collection agency fees, filing fees, service of process fees and interest on any unpaid balance at the rate of 2% per month (24% per year) from the date of the full collection of the judgment.

Acceptance of Proposal:

"I have read and understand the terms of this Proposal and agree to be bound by the terms and conditions stated on this form. Payment will be made as stated below."

Purchaser

Date

English Gardens Representative

Date

The terms of payment of the total purchase price shall be as follows:

A. Down Payment of ______ upon execution of this agreement B. Draws on substantial completion C. Balance upon completion