

**26220 GROESBECK HWY
WARREN MI 48089**

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**LANDSCAPE
PROPOSAL**

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NAME: City of Lathrup Village	PHONE:	DATE: 4/16/2024
STREET: 27400 Southfield Road	JOB NAME: City of Lathrup Village	
CITY, STATE AND ZIP CODE: Southfield, MI 48076	JOB LOCATION: 27400 Southfield Road, Southfield, MI 48076	

We hereby submit specifications for landscape as follows:

LANDSCAPE SERVICES:

<u>Quantity</u>	<u>Items</u>	<u>Type</u>	<u>Size</u>	<u>Each Cost</u>	<u>Total Cost</u>
<u>City Hall North Side: (65'x3'):</u>					
8	Install eight (8) Limelight Hydrangeas		5 gal	\$ 69.99	\$ 559.92
24	Install twenty-four (24) Silvia (Purple)		1 gal	\$ 14.99	\$ 359.76
1 yard	Install one (1) yard of peat moss/ topsoil for planting			\$ 45.00	\$ 45.00
1 yard	Install one (1) yard of Brownwood Mulch			\$ 40.00	\$ 40.00

City Hall South Side: (65'x5'):

4	Install four (4) Limelight Hydrangeas		5 gal	\$ 69.99	\$ 279.96
30	Install thirty (30) Silvia (Purple)		1 gal	\$ 14.99	\$ 449.70
20	Install twenty (20) Stella Day Lilies		6"	\$ 14.99	\$ 299.80
30	Install thirty (30) Karl Forester Feather Reed		8"	\$ 19.99	\$ 599.70
1 yard	Install one (1) yard of peat moss/ topsoil for planting			\$ 45.00	\$ 45.00
1 yard	Install one (1) yard of Brownwood Mulch			\$ 40.00	\$ 40.00

City Hall East Side: (40'x7'):

8	Install eight (8) Limelight Hydrangeas	5 gal	\$ 69.99	\$ 559.92
24	Install twenty-four (24) Silvia (Purple)	1 gal	\$ 14.99	\$ 359.76
10	Install ten (10) Sedum Autumn Joy	1 gal	\$ 14.99	\$ 149.90
1 yard	Install one (1) yard of peat moss/ topsoil for planting		\$ 45.00	\$ 45.00
1 yard	Install one (1) yard of Brownwood Mulch		\$ 40.00	\$40.00
<i>1</i>	<i>Tax</i>			<i>\$ 232.41</i>
1	TOTAL			\$ 4,105.83

Site notes:

North side notes:

We will reuse the yellow Stella lilies on site for this area.
We might need irrigation adjustment for this bed.

City Hall South Side:

All ground ivy will be removed. We will not cover any of the handicap signs. Majority of the plant are planted behind the signs. We might need irrigation adjustment for this bed.

City Hall East Side:

We might need irrigation adjustment for this bed.

Estimate notes: Labor for installing plant material is not included in price. Total price of \$2500.00 for labor will be invoiced separately.

Acceptance of Work

The client has inspected the landscape project. The client has delivered to the contractor a written list of all items the buyer believes have not been properly constructed or are not in proper condition. Except as noted on this list, the client accepts the landscape as is, and acknowledges that he or she has no further claim against the contractor for any item that was not listed that could reasonably have been ascertained or observed during the client's inspection. The client has no objections as to color, appearance, type or brand of materials, dimension or size, location, or any other conditions that could reasonably have been discovered by the client during the inspection.

The client understands that no warranties are being made by the contractor except those appearing in the contract documents. The client is not relying on any representations, promises, or warranties except for the written limited warranty that appears in the contract documents.

The client acknowledges receipt from the contractor of all documents to which the client is entitled.

Each provision of this certificate is separate and severable from every other provision. If any single provision is declared invalid or unenforceable, the client and the contractor understand that all the other provisions will be valid and enforceable.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Any plants, mulch, bricks, rocks or any material in the contract that are rejected at the jobsite will be subjected to a 25% restocking fee.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges.

Planting + Plant Warranty

Trees and Shrubs: All trees and shrubs are warranted from the date of installation, provided that the Contractor is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants. The guarantee does not apply to dead plants that have been, heavy rainfalls, over/ under watering, strong winds, and/or acts of God. Winter damage such as snowplow, salting or high amounts of snowfall is also not covered.

- *Perennials:* Perennials are guaranteed for the same-planted season only. "Delicate" Plants, such as rhododendrons and plants that are not typically suitable for the Client's plant zone, may come with no warranty, due to the risk involved. These plants will be listed in the Planting Estimate in bold.
- *Winter Protection:* All evergreens, broadleaf evergreens and delicate plants must be burlapped in their first season to validate warranty. the Contractor provides this service at an additional cost.
- *Plant Seasonality:* Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants. the Contractor will point out in writing to the Client any requested planting that will



void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted without voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.

- *Plant Availability:* In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, the Contractor will work closely with the Client to provide an approved substitution(s) – subject to availability. The Client will always reserve the right to request plants and related materials that are not locally available.
- *Plant Diseases:* Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client’s responsibility to immediately inform the Contractor. The Contractor will determine the nature and source if the illness. If it is deemed that the plant was infected prior to installation, the Contractor reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant’s health fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, the Contractor reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of the Contractor. In all cases, the Contractor shall work with the Client to minimize damage to the existing Contract related plants.
- *Plant Replacement:* The Contractor is entitled to up to one (1) year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one (1) year or wait for a suitable replacement. Should the plant be a matching pair or series, and it is not possible to replace, the Contractor agrees to replace all plants in the series or pair at the Contractor’s cost.
- *Lawns:* All new sod will be No.1 grade Michigan-grown Kentucky Bluegrass. New lawns that are under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement. Sod pegs can be installed for an additional fee to deter animals from causing damage. Pegs are not guaranteed to prevent damage from animals.
- *Water Plants:* Water plants are guaranteed for same-planted season only.
- *Weeds:* the Contractor shall use it’s efforts to minimize any weeds, however, the Contractor shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client’s property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.
- *Replacement plant material:* the Contractor does not guarantee plant material that has been transplanted on site. Replacement plant material is not guaranteed.
- *Required Maintenance:* Where the Contractor recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract, the Contractor will also inform the Client and recommend possible solutions. However, the Contractor is not obliged to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.
- *Water Supply:* Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.
- *Irrigation:* No work is guaranteed without an in-ground irrigation system. Client is responsible for adjusting the irrigation timing, amounts and days after the job is complete.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor in any and all equipment and property of the Client in the possession of the Contractor as well as in the Work in progress as at the date of termination. The Contractor shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.
- The client shall be responsible for a \$45.00 returned check fee, or the highest amount authorized by law, for any checks returned for any reason.
- The client agrees and understands that they will be responsible for all costs of collection, including reasonable attorney fees, should contractor refer the customer's account to a collection company or attorney for collection.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and hereby accepted. Paradise Garden Landscaping is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____ Signature:  Date: 4.16.2024



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