

Great Estates Landscaping 14481 Lochridge Boulevard Covington, GA 30014 855-7-GOGREAT

Proposal #4126 Created: 03/04/2025

From: Austin Head

Proposal For Location

235 Main St Loganville, GA 30052

City of Loganville

235 Main St Loganville, GA 30052 Customer Contact mobile: 4042905884 kpeters@loganville-ga.gov

Terms upon completion

City of Loganville

ITEM DESCRIPTION		QUANTITY	AMOUNT
LANDSCAPE LIGHTING Install 20,000 LED mini lights in 10 trees on town green (2,000) each tree. Lights to stay year rou	und	1 job	\$ 13,400.00
LANDSCAPE LIGHTING Install C9 magnetic roof lights on pavilion. Lights to stay year round		1 job	\$ 2,725.00
LANDSCAPE LIGHTING Install C9 Magnetic roof lights on well house. Lights to stay year round		1 job	\$ 775.00
Promotional Discount Will offer 10% discount if all is done		1	(\$ 1,690.00)
All work will be completed in accordance with these plans unless subsequent S changes are agreed upon in writing. Balances not paid by the due date are subject	SUBTOTAL		\$ 15,210.00
to late food	TOTAL		\$ 15,210.00

Signature

:	C	Date:

Please sign here to accept the terms and conditions

Sales Reps

Austin Head
Office: 7704661021

ahead@greatestateslandscaping.com



ENHANCEMENT SERVICE CONTRACT

ENHANCEMENT SERVICES

Trees, Shrubs, Plants and Groundcover

- a. All trees, shrubs, plants and groundcovers (one gallon and larger) installed by Great Estates, LLC are guaranteed for 1 year from the date of installation **if** Great Estates, LLC maintains the property on a contractual basis.
- b. This warranty will be reduced to ninety days (90) if Great Estates, LLC **does not** perform contractual maintenance.
- c. Guaranteed plants that die will be replaced one (1) time with plants of the original size and quality at no cost to the customer.
- d. No guarantees shall be given for bulbs, roses, annuals, perennials, grasses, potted or tuber plants, bedding plants, groundcover in 4 inch or smaller pots, or plants specified but not growing in their normal growing climate zone or region. Plants are subject to availability.
- e. Great Estates, LLC reserve the right to substitute for any plants unavailable at time of installation with plants of similar character and equal or greater value. Customer may decline substitutions, but Customer agrees to pay for all work completed and materials installed less any substitute materials declined and consider this proposal completed upon installation of all available plants.
- f. The above guarantee will not apply where plants die because of chemicals, animal damage, vandalism, theft, fire, inadequate drainage, storms, hail, drought, insects, freeze damage, other acts of God, or by any other contingency beyond the control of Great Estates, LLC.
- g. All plant warranties are based on customers having some type of automated watering system that is working to adequately provide moisture to new plants.
- h. The customer hereby agrees that for the guarantee to be in effect, that not all automatic watering systems provide adequate amounts of moisture and new plants may need to have supplemental hand watering their first year during hot and dry periods. Any plant material that dies from over or under watering will not be covered under this warranty.

Vegetation Removal:

- i. Regardless of method used, Great Estates, LLC does not guaranty complete elimination of grass or weeds in beds.
- ii. Maintenance and/or weeding of beds after installation is the responsibility of Customer unless stated otherwise in this proposal.

Rock Clause:

- i. If in the course of digging and/or trenching rock is encountered, that cannot be reasonably removed by shovel or that standard trenching equipment will not penetrate, there may be additional labor charges for rock removal
- ii. Should a jackhammer or other equipment be required, the cost for rental of said equipment will also be added as a change order to the original proposal.
- iii. Customer will be notified before additional charges are incurred.



Sod/Hydro mulch:

- a. Unless stated otherwise in this proposal, prices for grass coverage are based on estimated square footage of area.
- b. Customer will be billed for actual amount of grass used, which may be slightly more or less than estimated.
- c. Great Estates, LLC will warranty germination of hydro mulch only if prescribed watering procedures are followed and will re-apply any bare area.
- d. Warranty on sod is limited to be the product described on this proposal.
- e. Great Estates, LLC makes no other warranties of purity, merchantability, fitness for a particular purpose, or otherwise.

Water gardens:

- a. Pumps, plumbing and all pond components: Manufacturer warranty and 1 year workmanship warranty.
- b. Fill valves may require slight adjustments periodically at an additional cost.
- c. Guarantee does not include adjustments to fill valve after 6 months.
- d. Water gardens cleaning/servicing: Great Estates, LLC does not guarantee the survival of any fish removed during cleaning of pond.
- e. Great Estates, LLC is not responsible for any damage to liners or shells that Great Estates, LLC did not install.
- f. Great Estates, LLC is not responsible for any damage to aquatic lighting and/or wiring Great Estates, LLC did not install.

Landscape lighting:

- a. Power Centers (Transformers) have a 1-year to lifetime (depending on model) limited manufacturer's warranty.
- b. Great Estates, LLC will replace any defective components excluding bulbs free of charge for 1 year.
- c. After 1 year, there will be a service charge for Great Estates, LLC to replace any defective components covered under manufacturer's warranty.
- d. There will be additional charges for physical damage to any light fixtures, wire or transformers.
- e. Adjustment of controllers on/off times to be done by Customer.
- f. Great Estates, LLC is not responsible for any damage caused by Acts of God, animal damage, or any other natural occurrences.

Natural Stone:

- a. Workmanship 1 year.
- b. Stone is a natural product and is sold without warranty.
- c. Stone is not guaranteed for uniformity of color, texture, wear, coverage, or chemical analysis.

Hardscapes (Pavers, Patios and Retaining Walls):

- a. Patios, walks and driveways constructed with modular concrete products are guaranteed for workmanship and materials for a period on 1 year.
- b. Warranty is void if damage is caused by water damage from high-pressure washing, malfunctioning water lines, drain lines not installed as a part of this contract, or excessive vehicular traffic or overweight utility vehicles and equipment.
- c. There is no warranty for uniformity of wear or color after installation.



Drainage:

- a. Contractor guarantees that any drain systems (French Drain, etc.) installed will facilitate a more rapid removal of water from the problem area.
- b. Great Estates, LLC is not liable for any object or debris obstructing or plugging drainage system. Additional charges will be assessed for cleaning and removing obstructions to drainage system.
- c. No other guarantee is implied or given.

Irrigation Systems:

Statement concerning irrigation systems:

- a. Contractor will repair or replace any defective components free of charge for a period of 1 year.
- b. All irrigation system components will carry a manufacturer warranty.
- c. Great Estates, LLC warrants to the original purchaser of our products, for a period of 2 years for residential installations and 1 year for commercial installations from the date of substantial completion, and activated on by final payment on our work provided, and may be subject to the manufacturer accepting defective product on return.
- d. Timers and some other parts carry a 1–3-year warranty, in this case the timer or part will have a 1–3-year manufacturer's warranty.
- e. Freezing, failure to winterize, spoiling winterization, driving on heads or other system components or pipes by any vehicles or equipment including lawn tractors, poor drainage and / or unstable ground exposing the system components to unusual mechanical stresses, breaking heads in any abnormal way, sand or grit or foreign debris in the system from an external source or a historical non-warranty break, damage caused by digging, backfilling of excavated areas before substantial completion without permission, damage of any pipes, wires, and other components, movement of pipes or other stored product on the job without permission, power spikes, short circuits, aeration or other landscaping or maintenance routines, 3rd party or Customer modifications, modifications or service calls by anyone other than Great Estates, LLC may void the warranty for whatever zone or component of the system affected.
- f. Winterization (manipulation of double check assembly service valves, main valve shut off, and mechanical removal of the majority of water from the pipes with a compressor), by anyone other than Great Estates, LLC may void your warranty for all your heads, valves, pipes and fittings, and source connection, at the sole discretion of Great Estates, LLC.

WHAT IS NOT COVERED UNDER IRRIGATION

<u>Great Estates, LLC warranties each part of the sprinkler system itself as it was installed, once only.</u>

- a. Vandalism, 3rd party adjustment of heads (stripped gears, improper diffuser screw setting, poor arc adjustment) MAY not be covered by warranty at the discretion of Great Estates, LLC.
- b. Also not covered are lack of coverage because of heads blocked by foliage, plant growth, or landscaping. Setting the timer for watering restriction changes, spring startups, general maintenance such as cutting grass around the heads, settling of the ground, damage to landscaping by broken pipes for whatever reason.



- c. AstroTurf replacement after water damage of any kind for any reason, any complimentary parts or service, vehicle damage, construction damage, excavator / backhoe damage, landscape nails and or spike damage.
- d. No part of the irrigation system while still under construction carries any warranty whatsoever. Repair of damage to the system, while under construction, unless caused directly by Great Estates, LLC, is not the responsibility of Great Estates, LLC to repair under warranty. Any such damage will be repaired and the additional costs from such repairs will be billed to the Customer in addition to the original contract.
- e. Any exceptions to this rule will be handled on a case by case basis and any repairs not under warranty, but performed by Great Estates, LLC in good faith during installation or afterward, will likely be billed to the Customer as a service call if the number of such incidents exceeds two per installation or renovation cycle and zero per service call, or if in the sole discretion of Great Estates, LLC the damage can be attributed to inexperience, the landscaper not employing due care and attention, malicious intent, or any negligence on the part of the party responsible for the damage whatsoever.
- f. Some connections Great Estates, LLC makes to existing pipes may carry no warranty for the connection itself. Anything other than municipal service poly, PEX, some types of copper, some types of brass, and some types of PVC, is not an appropriate waterline material. We may connect to those at the highest level possible, but the connection may not be warrantied.
- g. Only parts listed on the as built summary or invoice are included in the warranty with the exception of some PVC fittings. Anything not listed or not paid for carries no warranty as we only warranty product we install that has been fully paid for.

A water supply of sufficient pressure and volume is crucial to the operation of a sprinkler system.

- a. On installation, a flow test shall be conducted by Great Estates, LLC. If the supply is deemed to be sufficient, the installation will proceed and the warranty will remain in effect as long as the supply remains sufficient.
- b. Any deficiency in either the pressure or volume of the water supply at the time of installation will interdict the installation of the system as designed unless the Customer promises to rectify the deficiency.
- c. However, any deficiency will void the warranty until it is corrected, at the Customers expense, and Great Estates, LLC reserves the right to refuse its services of any kind until such situation has been rectified to the satisfaction of Great Estates, LLC.
- d. If the Customer's irrigation system is supplied, the Customer is responsible to ensure the well does not fail or go dry, and any failed or dry well may void the warranty on any part of the system affected, in the sole discretion of Great Estates, LLC.

CONTRACTOR RESPONSIBILITIES:

Contractor agrees to furnish to Customer all labor, equipment, materials and supplies required to perform the Scope of Work described in the proposal unless otherwise stated in proposal.

Customer agrees that the Great Estates, LLC shall not be liable for damages of any kind arising from random acts of the universe or any other condition beyond its control, including acts or omissions of the Customer or authorized agent, malicious action by a third party against the Customer or authorized agent, adverse behavior of Customer equipment, facilities, or applications, as related to adverse weather, natural disasters, acts of God, civil disorders, hardware failure, software failure, or other occurrences beyond the reasonable control of the Company or the Customer.



Underground lines:

- Great Estates, LLC is responsible for calling Georgia 811, Call before you dig line to have lines located prior to beginning work.
- b. Great Estates, LLC is **not responsible** for damage to sprinkler pipes, electrical conduit, wires, gas lines, phone lines, coax cables, or any other buried lines except for items that Great Estates, LLC has installed as a part of this contract and utility lines that have been marked correctly by a line location company authorized by said utility.

CUSTOMER RESPONSIBILITIES:

Underground lines:

- a. Customer is responsible for notifying Great Estates, LLC and clearly marking any other secondary lines not covered by utility companies.
- b. Any repairs to unmarked utilities will be at the expense of the customer.

Permits:

- a. The Customer shall pay for all zoning, building and construction permits necessary
- b. Customer may be liable for additional charges and/or down time as a result of excessive delays due to lack of permitting.

Right to authorize job:

a. Customer warrants that he/she has full legal right to authorize Great Estates, LLC to perform the job at the location described on Proposal/Contract.

Change Orders:

- a. Contract may be amended as needed with the consent of both parties to include changes in the landscape involving plant material, lighting, irrigation, etc., which may alter the total cost of the contract.
- b. In such cases a change order will be generated by Great Estates, LLC which specifies the proposed changes. Customer signature will be required prior to any changes being made.

TERMS AND CONDITIONS

Billing Policy

- a. Great Estates, LLC will require a 50% deposit for any jobs over five hundred dollars (\$500) as agreed upon with customer.
- b. Customer agrees to pay all invoices. Invoices are payable upon receipt and are due in full. If payment is not received in full within 15 days of receipt, a late fee may be assessed.
- c. Bills will be mailed through USPS or emailed to a provided email address. Great Estates, LLC has made a contractual agreement with customer and failure to receive invoice through USPS or email services does not negate payment for services.

Payment options:

- a. Great Estates, LLC. Excepts the following payments
 - i. Checks mailed to 14481 Lochridge Blvd Covington, GA 30014
 - ii. Credit Card Payments made through website www.greatestateslandscaping.com
 - iii. ACH transactions
 - iv. On-Line Bill Pay (through your individual bank bill pay)



Late fees, Service Charge & Service Suspensions:

- a. Late fees:
 - i. In order to avoid up to a \$25.00 late payment fee, payment must be received within 15 days of receipt of the invoice.
 - ii. This fee will be assessed each month until the outstanding balance is paid in full.
- b. Service Charges
 - i. Bounced checks are subject to a \$35 bank fee.
 - ii. Declined credit cards are subject to a \$25 office fee.

Quality Control of Service & Customer Concerns: Great Estates, LLC monitors Quality Control service inspections to customers.

- a. If Customer questions any service performed or claims that Great Estates, LLC has failed to perform any services, such concerns or claim must be submitted in writing to within three (3) business days, or services in question shall be deemed accepted by Customer.
- b. Customer agrees to allow reasonable time for concerns or claims to be rectified by Great Estates, LLC
- c. Final payment cannot be withheld pending plant availability.
- d. Terms and Conditions are subject to change without notice.

Warranty

We will endeavor to ensure you are more than happy with our work and with our warranty support as well. However, the final decision as to what is covered by warranty and what is not will be made by the Company. Some labor may not be covered by this warranty.

Transplanting:

- a. Transplanting existing plants is NOT guaranteed.
- b. Customer will be responsible for additional watering of transplanted material.

Disclaimer:

- a. All warranties above are void if damage is caused by lightning, storms, hail, freezing, natural disasters, physical abuse, animals, insects, machinery, vandalism, improper usage, electrical power surges, acts or omissions of the Customer or authorized agent outdoor water restrictions or alterations made by anyone other than an employee of Great Estates, LLC.
- b. Warranties are void if damages are caused by parties not associated with Great Estates, LLC who are working on the same job site as Great Estates, LLC. Such damages will be repaired by Great Estates, LLC, only with the generation of a change order and signature of the client on said change order.