



Proposal #7705

Date: 9/9/2024

Customer:

City of Stone Mountain Downtown
Development Authority
875 Main Street
Stone Mountain, GA 30083

Property:

City of Stone Mountain Downtown
Development Authority
875 Main Street
Stone Mountain, GA 30083

Fall Flowers 2024

2 Additional Large Planters

Plant material subject to change based on growers availability.

2 Additional large round planters

Color Install - Pots

Items

Color - Mobilization
Kale Peacock Red #1 - #1 Install
Acorus G Variegata - Color - Install Kit
Viola Penny Beaconsfield - Color - Install Kit
Viola Color Max Orange - Color - Install Kit

Color Install - Pots: \$163.00

Color Maintenance

Items

Labor - Color

Color Maintenance: \$0.00

Subtotal \$163.00

Estimated Tax \$0.00

Total \$163.00



Terms & Conditions

Terms and Conditions

1. Compliance and Qualifications:

- a. Crabapple LandscapExperts commits to recognizing and adhering to written terms, specifications, and drawings outlined in the agreement. All materials used will comply with bid specifications.

- b. Qualified representatives with expertise in landscape maintenance/construction upgrades will be designated. The workforce will be competent, qualified, and presentable at all times.
- 2. **Licenses, Permits, Taxes, and Insurance:**
 - a. Crabapple LandscapExperts will adhere to all necessary licenses and permits required by the city, state, and federal government.
 - b. The company will pay all applicable taxes, including sales tax where relevant on supplied materials.
 - c. Crabapple LandscapExperts will provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other mandated insurance specified in writing.
- 3. **Liability and Subcontractors:**
 - a. Crabapple LandscapExperts is not liable for damages caused by the customer or their agents.
 - b. The company reserves the right to hire qualified subcontractors for specialized functions or work requiring specialized equipment.
- 4. **Additional Services and Jobsite Access:**
 - a. Extra work incurring additional costs will be executed only with a signed change order, incurring extra charges.
 - b. The customer will provide utilities for the work and furnish access to all parts of the jobsite related to the project.
 - c. Crabapple LandscapExperts is not responsible for damage to underground or unseen mechanical systems and foundations unless noted in the proposal. All efforts will be made to mark utilities.
- 5. **Annual Color Warranty:**
 - a. **Coverage:**
 - i. Crabapple LandscapExperts provides a one-season limited warranty for annual color installation, covering both the cost of the plant material and labor for replacement.
 - ii. As season is defined for spring annual color as:
 - 1. Spring Season: Starting the day the annual color was planted until the end of September of the same year.
 - 2. Fall Season: Starting the day the annual color was planted until the end of March the following year.
 - b. **Conditions for Valid Warranty:**
 - i. The customer must have a functioning, automatic irrigation system or maintain a temporary irrigation system until sufficient root development.
 - c. **Temporary Irrigation System Requirement:**
 - i. Sufficient root development is considered achieved when the plant material has a strong root system capable of sustaining growth independently of temporary irrigation.
 - d. **Exclusions from Warranty:**
 - i. The warranty does not cover replacements if the customer lacks a functioning, automatic irrigation system or has not maintained a temporary irrigation system until sufficient root development.
 - ii. Exclusions include damage from insects, animals, vandalism, acts of God,

lack of watering, overwatering, chemical application, and transplant-related issues.

1. Deer/Rabbit netting and deer scram are deterrents from animals accessing the plant material, however they do not guarantee the plant material will not be impacted negatively by animal predation.
- iii. Excessive freezing conditions falling outside the normal winter conditions for the hardiness zones for the area of the installation as specified by the USDA Hardiness Zone Map.
- e. **Labor Costs for Replacement Material:**
 - i. All labor costs for replacement material are included and will not be billed separately. No credits for dead material without compliant irrigation support.
- f. **Note:**
 - i. Crabapple LandscapExperts reserves the right to inspect the site before approving replacements or repairs.

6. Warranty Enforcement:

- a. Owners must promptly notify Crabapple LandscapExperts of concerns.
- b. Crabapple LandscapExperts will respond within a reasonable timeframe and proceed to repair or replace defective materials or workmanship at its cost.
- c. This warranty shall be void and will not apply to any materials which were originally installed by Crabapple LandscapExperts then subsequently repaired, adjusted, or modified by an individual or entity other than Crabapple LandscapExperts or its authorized representative.
- d. Replacements and/or repairs furnished under this warranty shall not carry a new warranty but shall carry only the unexpired portion of the original warranty provided.
- e. No person is authorized to make any warranties other than those described above or to extend the duration of any warranties beyond the period described above.

7. Proposal Acceptance:

- a. Crabapple LandscapExperts is authorized to perform the work as stated in the proposal. Full payment is due upon billing, with a service charge for overdue accounts of 1.5% per month, not to exceed 18% annually. Prices are valid for 30 days from the proposal date, and Crabapple LandscapExperts reserves the right to update pricing on proposals older than 30 days.
- b. For proposals exceeding \$30,000, a 1/3 deposit is required.

8. Progress Billing and Extended Projects:

- a. Jobs extending beyond 30 business days or spanning multiple months will be progress billed using the American Institute of Architects standard agreement for design and construction, also known as the AIA Contract.

By Penelope Hilliard
Penelope Hilliard

Date 9/09/2024
Crabapple LandscapExperts

By _____

Date _____
City of Stone Mountain Downtown
Development Authority