



Proposal #6562

Date: 8/22/2024

Customer:

Miglena "Maggie" Dimov
875 Main Street
Stone Mountain, GA 30083

Property:

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

Cleanup of Additional Mulch Beds



Bed Clean Out

- Miscellaneous Plant material removal from tree well mulch beds. These are the beds in the same area that were not included in the proposal for the perennial installation.
- Cleanup/Trench Tree Well Mulch beds (same beds we will remove the misc plant material from)
- Removal of seasonal color from all planters (total of 10 planters. 4 large and 6 small)

Enhancement**Items**

EN - Mobilization

Labor - Enhancement

Enhancement: \$1,699.98**Subtotal** \$1,699.98**Estimated Tax** \$0.00**Total** **\$1,699.98**

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. Shrubs/Trees and Sod Warranty:

- a. **Coverage:**
 - i. Crabapple LandscapExperts provides a one-year limited warranty for shrubs, trees, and sod, covering both the cost of the plant material and labor for replacement.
- 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.

- 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. **1-Year Hardscape Warranty:**

a. **Products Warranty:**

- i. Crabapple LandscapExperts collaborates with various manufacturers of precast concrete material, and their warranties cover material defects.

b. **Installation / Workmanship:**

- i. This warranty is limited to work performed by Crabapple LandscapExperts, covering the workmanship of the installation. Material defect claims fall under the manufacturer's warranty.

c. **Coverage:**

- i. A one-year guarantee on hardscape installations is provided, excluding extreme circumstances causing damage.
- ii. Extreme circumstances are identified as, but not limited to, fire, vehicular accidents, 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.

d. **Exclusions:**

- i. The warranty does not apply to efflorescence, a naturally occurring process in concrete products. If efflorescence occurs and is deemed to be unsightly, Crabapple LandscapExperts can provide a written quote for cleaning the efflorescence. Cleaning does not guarantee that the efflorescence will not recur.
- ii. The warranty does not apply to settlement caused by external forces the hardscape is not designed to support. Examples would be the settlement of a pedestrian hardscape installation that is driven on by vehicles.

7. **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.

8. 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.

9. 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

Date 8/22/2024

Crabapple LandscapExperts

By _____

Date _____

**City of Stone Mountain Downtown
Development Authority**