



Proposal

Distinctive Landscapes

Client Name: Northridge HOA
Project Name: Northridge-Entrance Sign Renovation
Jobsite Address: Iowa **Billing Address:** Iowa
Estimate ID: EST2729500
Date: Aug 20, 2021

Distinctive Landscapes hereby proposes to furnish labor, materials and necessary equipment for the below described work. All necessary drawings, specifications and site visit, if applicable, have been reviewed and taken into consideration.

Northridge Parkway Entrance Signs

\$xx.xx

Labor and materials to landscape entrance at Northridge Parkway

- Price includes removal and disposal of existing materials
- Items to be installed as noted in plans
- 4"x6" Paver edging will be used for all plant beds-Color to be chosen from stock options
- Existing daylilies will be re-purposed throughout new landscape
- Ground cover to be a mix of 2" river rock and hardwood mulch
- Watering of all new plant material to be done by HOA-Not included in pricing

Gazebo Cleaning

\$xx.xx

Labor and materials to clean gazebo

- Cedar on posts and roof of gazebo will be cleaned and power washed
- Rough areas of cedar will have light sanding done once dried
- Sealer/stain will be applied to all cedar areas that were cleaned
- Northridge sign letters will be stained black before sealer is applied

Aspen Road Entrance Signs

\$xx.xx

Labor and materials to landscape entrance at Aspen Dr.

- Price includes removal and disposal of existing materials
- Items to be installed as noted in plans
- 4"x6" Paver edging will be used for all plant beds-Color to be chosen from stock options
- Existing daylilies will be re-purposed throughout new landscape
- Ground cover to be a mix of 2" river rock and hardwood mulch
- Watering of all new plant material to be done by HOA-Not included in pricing
- All concrete work associated with proposed walk through center island to be done by others

Subtotal	\$xx.xx
Taxes	\$0.00

Procedure for Extra Work and Change Orders

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans 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 from the original proposal 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.

Acceptance of Work-Upon completion of project

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.

General Terms and Conditions:

- Material staging will be needed-Location to be nearest to project without causing a disruption to traffic/operations
- Public utility locates to be called in by contractor-Owner is responsible for locating private utilities which include: septic systems, electric dog fences, irrigation lines/heads and any other know utilities-Contractor will NOT be responsible for damage to private utilities
- Any changes in scope of work must be accompanied by a signed change order and will be billed as time and materials unless otherwise noted
- It is understood that issues may arise during the construction process-if proposed scope must change owner will be notified prior to commencement of work

Notes:

- Sales tax has been excluded from proposal-if applicable sales tax will be reflected on final invoice
- Proposal is valid for 30 days-Proposals signed after 30 days are subject to rate increases
- If project is done in phases additional charges may apply

Unforeseen Obstacles Policy

Public Utilities: Distinctive Landscapes LLC will order public utility locates through the Iowa One Call portal for gas, electric, water, phone, fiber, and cable television. Distinctive Landscapes LLC will refrain from using mechanical excavation equipment within in the tolerance zone of the marked public utilities.

Private Utilities: Location of private utilities and infrastructure that could be impacted by the excavation remain the sole responsibility of the owner/customer.

Unforeseen Obstacles: Other physical and environmental conditions may exist on site that might interfere with project completion. Distinctive Landscapes will notify the owner of these conditions if encountered. If the scope of work changes based on said unforeseen obstacles; impact to cost and schedule can be discussed with a mutually agreed to course of action.

Plant Warranty

- Distinctive Landscapes LLC warranties trees and shrubs for a period of one year from the date of planting installation. Distinctive Landscapes will replace, free of charge, any plant or tree found defective within the terms of this warranty.
- This warranty does not cover plants that do not survive due to failure to provide normally accepted horticultural planting care and/or maintenance.
- This warranty does not include negligence on part of the owner, including but not limited to lack of water or over watering.
- This warranty does not include transportation, labor or other consequential and incidental costs or damages.
- This warranty does not include coverage of the following: damage or loss of trees, plants or ground covers caused by fires, floods, lightning, freezing rains, winds or storms over 75 miles per hour; winter kill caused by extreme cold or severe winter conditions not typical of planting region; natural disasters; or acts of vandalism.
- This warranty does not cover damage caused by animal rubbing or eating. It is the sole responsibility of the owner to protect plants from possible damage by animals.
- In order to exercise this warranty and plant death is not attributed to any of the above limitations you must provide proof of purchase for installation services. Distinctive Landscapes LLC reserves the right to select the timing of the replacement, and reserves the right to substitute like/similar plant material based on the availability of the originally installed plant material.

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 (18%) 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 Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. 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.
- **All projects are required to have a 30% deposit at time of contract signing-no projects will be scheduled until contract has been signed and deposit received**
- **Final payment is due upon acceptance of work**
- **A 4% convenience fee will be added to all invoices paid by credit/debit cards**

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____