

## LANDSCAPE ESTIMATE

Date: August 27, 2019 (revised from August 23, 2019, August 21, 2019, December 21, 2018, and December 20, 2018)

To: Drew Cummings, Chief of Staff, Durham County, North Carolina, County Manager ("Client")

From: Amy Borsay, Landscape Designer, Parker's Landscape Services, Inc.

### ***Scope of Work***

Parker's Landscape Services, Inc. ("Landscape Contractor") proposes to supply all supervision, labor, and materials to install the following landscaping at **Highway 147 and Chapel Hill Street, Durham, Durham County, North Carolina**, per the attached Preliminary Site Plan prepared by Landscape Contractor dated December 19, 2018 (revised December 21, 2018, August 13, 2019, and August 23, 2019), and the attached Landscape Materials Spreadsheet.

### ***Base Landscape Installation***

- ☐ Plants \$ 9,807.00
- ☐ Soil Work \$ 4,465.00
- ☐ Mulch\* \$ 540.00

### **TOTAL \$ 14,812.00**

\*Mulch is to be provided and delivered to the site by Client; Landscape Contractor will apply the mulch to tree pits and planting beds per the attached Site Plan. As such, the estimated cost for mulch is for labor only to install (\$135.00/hour for a 3-man crew, total of \$540.00/4 hours estimated; Client will be billed based on actual time accrued).

### ***Qualifications Notes per Landscape Contractor:***

- 1. Hand watering services are offered at \$35.00 per hour. If there is no water supply on site, Landscape Contractor will provide a water truck, including labor, at \$75.00 per hour with a minimum charge of \$75.00. No budget for watering services has been set at this time. A budget can be set prior to the start of the project. Client will be billed for actual number of hours of hand and/or truck watering services performed.*
- 2. Entire site will be prepared for the plantings prior to beginning any installation work. Site preparation includes ripping the soil, adding proper soil amendments, and grading. Beds will be prepped for proper drainage and growing environment for the plant material. All sod and plant material will be fertilized upon installation completion.*

### ***Design service note:***

Landscape Contractor offers design assistance as needed for irrigation, plant substitutions, sound maintenance planning, coordination with adjacent properties, & cost savings.

### ***Qualifications for Landscape Installations at Highway 147 and Chapel Hill Street, Durham, Durham County, North Carolina***

- 1. Site Conditions & Clean up:** The Client shall provide a clean site free of debris for the Landscape Contractor to properly perform its contractual obligations. The Landscape Contractor has included no budget dollars for general clean-up of debris, trash, stone, rock, grubbing, etc. If the site has not been cleared of debris before the date of commencement of

the landscape installation work, Landscape Contractor will charge Client \$40.00 per man hour for manual removal and \$120.00 per hour for mechanical removal in order to clear the site of debris, and a minimum \$150.00 disposal fee.

**2. Concealed contingencies:** This proposal is subject to extra charge for concealed contingencies such as buried rock or debris, severe hardpan, poor drainage situations, etc., or otherwise not readily apparent in estimating the material and work specified. The Landscape Contractor has not included any budget dollars for unsuitable soil removal and/or replacement for buried rock or debris removal. Client shall be responsible for all costs of any landscape work that needs to be performed due to concealed contingencies. Cost will be determined based on time and material.

**3. Additions to the Base Landscape Installation:** Any additional landscape work requested by Client that is not included in the base landscape installation outlined in this proposal shall be confirmed via a written change order, which Client shall sign and return to Landscape Contractor prior to commencement of the additional landscape work.

**4. Coordination:** The Client shall coordinate any concurrent work activities so as to not to cause damage to the landscape work. Damage by others to site preparation, plant material, work in progress, or finished work in the Landscape Contractor's scope of work will not be the responsibility of the Landscape Contractor. Client shall be responsible for all costs of any landscape work that needs to be repaired or replaced due to damage by concurrent work activities. Cost will be determined based on time and material.

**5. Utilities:** Landscape Contractor will contact North Carolina 811 to locate all site utilities prior to the start of landscape work. North Carolina 811 should locate all public utilities on the site, including electric, gas, telephone, internet, and television cable, from the street to the property. Landscape Contractor will not be held responsible for any lines and utilities that are improperly located, or lines and utilities that are not or cannot be located by North Carolina 811. Client shall be responsible for marking all privately owned utilities on the site, including but not limited to septic systems, water wells, and Client owned lighting and irrigation.

**6. Invoicing:** Landscape Contractor will submit invoices at the end of each 30 day period (monthly) following commencement of the landscape installation work based on project flow. Invoices are due upon receipt. Unpaid balances exceeding 30 days shall be subject to finance charges of 2.0% monthly interest (24.0% annual percentage rate). A final walkthrough will be performed with Client upon completion of the landscape installation work, at which time all unpaid balances will be due and payable.

**7. Unit Price:** All work will be done on a unit price basis to be assessed or counted upon completion and invoiced accordingly. Substantial changes will be confirmed by written change order.

**8. Summer Harvest Fees:** Summer harvest fees are not included in the attached landscape materials spreadsheet. Depending on weather and scheduling, a 20% summer dig fee based on the unit installed price of the plant(s) will apply. In such case, the Client will be notified in writing of any fees or suggested deferral of planting due to seasonal considerations which affect plant health.

**9. Materials:** Landscape Contractor shall order the plants and other materials detailed on the attached landscape materials spreadsheet and any subsequent written change orders approximately one week prior to commencement of the landscape installation. Once Landscape Contractor orders the materials, Client shall be responsible for payment of any and all costs related to the materials.

**10. Quantities:** All quantities in this proposal for work are allowances. Final billing will reflect actual installed/performed work. Substantial changes will be confirmed by written change order.

**11. Soils and Mulch Quantities:** Additional soil blends and mulch will be provided as needed using the quoted unit prices on the attached landscape materials spreadsheet. Necessary additions will be submitted by written change order request.

**12. Warranty:** Landscape Contractor provides the following warranties, commencing on the date of completion of the landscape installation work:

- a. One (1) year warranty on trees and shrubs.
- b. Ninety (90) day warranty on herbaceous perennials, groundcovers, vines, and ornamental grasses.
- c. Thirty (30) day warranty on annuals.
- d. One (1) year warranty on sod if planted in season.
- e. Ninety (90) day warranty on labor and materials related to any irrigation installed by Landscape Contractor.
- f. Thirty (30) day warranty on labor and materials related to any hardscaping installed by Landscape Contractor.

The above warranties apply only if the following conditions are met:

- a. The site is maintained throughout the warranty period by Landscape Contractor. Client will be required to execute a 12-month maintenance contract with Landscape Contractor, the term of which shall commence on the first calendar day immediately following the date of completion of the landscape work, and abide by the terms and conditions of said contract, including but not limited to payment of all amounts due under said contract.
- b. Client abides by the terms and conditions of this proposal, including but not limited to payment of all amounts due under this proposal.

If the site is not maintained by Landscape Contractor following completion of the landscape installation work, Landscape Contractor shall provide the following warranties, commencing on the date of completion of the landscape installation work:

- a. Ninety (90) day warranty on trees and shrubs.
- b. Thirty (30) day warranty on herbaceous perennials, groundcovers, vines, and ornamental grasses.
- c. Thirty (30) day warranty on annuals.
- d. Thirty (30) day warranty on sod if planted in season.
- e. Thirty (30) day warranty on labor and materials related to any irrigation installed by Landscape Contractor.
- f. Thirty (30) day warranty on labor and materials related to any hardscaping installed by Landscape Contractor.

Regardless of whether or not Landscape Contractor maintains the site following completion of the landscape installation work, the following are excluded from the above described warranties:

- a. Fescue sod installed during the months of June, July, and August.
- b. Warm season turfgrass sod installed during the months of November, December, January, and February.
- c. Herbaceous perennials, groundcovers, vines, and ornamental grasses planted during dormancy.
- d. Any plant not recommended to be planted in the geographic area where the site is located.
- e. Any plant that is planted out of season.
- f. Transplanted plants.
- g. Any work performed by subcontractors shall not be warrantied by Landscape Contractor. Any warranties provided by subcontractors for work performed will be provided to Client prior to commencement of landscape installation.

Regardless of whether or not Landscape Contractor maintains the site following completion of the landscape installation work, the above described warranties are voided in the event of any of the following:

- a. Neglect; animal predation; physical damage caused by others; and chemical and mechanical damage.
- b. Acts of God, including but not limited to drought, flooding, cold damage, storm damage, and major erosion or washouts, all of which are not the responsibility of Landscape Contractor.
- c. Failure by Client to abide by the terms of this proposal, including payment of all amounts due under this proposal.
- d. Failure by Client to abide by the terms of the 12-month maintenance contract executed with Landscape Contractor, including payment of all amounts due under said contract.
- e. Failure by Client to ensure regular watering and/or landscape maintenance of the landscape installation proposed herein following planting.

**13. Replacements:** Any plant(s) that fails to survive within the warranty period, and which Landscape Contractor deems to be covered by the warranty, shall be replaced once with the same size and type as originally specified or with an alternate as requested by the Client. Replacements will only be made during the proper planting season for the plant(s).

**14. Insurance:** A Certificate of Insurance will be furnished upon request.


**15. Expiration.** This proposal shall expire ninety (90) days from the date of the proposal, upon which time Landscape Contractor shall have no further obligation to Client. If Client fails to accept this proposal prior to expiration, Client shall submit a written request to Landscape Contractor to reissue the proposal. Client understands that any and all pricing is subject to change upon reissuance.

**16. Commencement of Landscape Installation.** The landscape installation proposed herein shall commence within ninety (90) days following Client's acceptance of this proposal, unless a later date is agreed upon in writing by Landscape Contractor and Client. If the landscape installation fails to commence within the time period set forth herein


through no fault of Landscape Contractor, then Landscape Contractor shall have the right to terminate this proposal with no further obligation to Client. In that event, Client shall submit a written request to Landscape Contractor to reissue the proposal if he or she wishes to proceed with the landscape installation. Client understands that any and all pricing is subject to change upon reissuance.

Amy Borsay  
Amy Borsay, Landscape Designer  
Parker's Landscape Services, Inc.

ACCEPTED BY:



Wendell M. Davis, County Manager (Durham County, NC)



Date

***By signing this proposal, Client hereby certifies that he or she has read and agrees to the terms and conditions outlined in this proposal.***

