



**Landscape Services Agreement**

May 26, 2021

**Submitted To:** Atlanta Neighborhood Charter School  
 Tova Baruch  
 820 Essie Ave., SE  
 Atlanta, GA 30316

**Project Name:** Atlanta Neighborhood Charter School  
**Proposal #:** 58556  
**Contact:** 404.874.2626  
**Email:** [tbaruch@atlncs.org](mailto:tbaruch@atlncs.org)

**Site Address:** 820 Essie Ave., SE  
 Atlanta, GA 30316

**Scope**

Ed Castro Landscape will provide the materials and labor outlined below to complete the following phase 1 landscape renovations.

**Construction Administration**

- a) Construction administration and designer layout of the project.
- b) Mobilization to site throughout the project.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Construction Administration	1.00	each	
<b>Price</b>			<b>\$2,500.00</b>

**General Conditions**

- a) Provide and install 4 rolls of silt fence to prevent erosion during the project.
- b) Provide and install 3 rolls of tree fence around protect existing trees.
- c) Provide and install a gravel construction entrance for use throughout the project and remove when finished.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Silt Fence, 3'x48' C-Pop (fabric w/ mesh grid & 2"x2"x3' oak stake)	4.00	3' x 48' rolls	
Tree Save Fence, 4' x 100'	3.00	roll	
Porta Potty/Job Toilet	2.00	Monthly	
Construction Entrance, Install	1.00	each	
Construction Entrance, Remove	1.00	each	
<b>Price</b>			<b>\$5,969.88</b>

**Demolition**

- a) Demolish and haul off existing asphalt pathways within limits of scope.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Asphalt/concrete Demolition and Hauloff	3,000.00	sf	
<b>Price</b>			<b>\$8,571.43</b>

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**Grading**

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a) Provide 2.5 days of machine and hand grading throughout the project to articulate grades.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Caterpillar	3.00	day	
Grading Labor/Hand Work	2.50	day	
<b>Price</b>			<b>\$7,275.31</b>

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**Drainage**

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a) Provide and install catch basins around perimeter of synthetic turf area to capture and move water to existing drains.

b) Provide and install 580 linear ft. of french drains under synthetic turf to create a more environmentally friendly approach.

Option: To remove sub surface drainage, deduct \$6000.00.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Drain Pipe, 6" x 10' PVC SDR-35 Solid Stick	290.00	linear ft	
Drain Pipe, 8" X 10' Pvc Sdr-35 Solid Stick	110.00	Linear Ft	
Drain Pipe, 4" x 10' PVC SDR-35 Stick	110.00	linear ft	
Tee, 6" PVC SDR-35	7.00	each	
Elbow, 6" 90 Degree PVC SDR-35	1.00	each	
Tee, 8" PVC SCH-40	3.00	Each	
Reducer, 8" X 6" PVC	2.00	Each	
Catch Basin Kit, 12" w/ Grate, Plug & Outlet	17.00	each	
ADS Drain Pipe, 4" perforated, sock & gravel	580.00	linear ft	
<b>Price</b>			<b>\$20,308.21</b>

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**Irrigation Modifications-Allowance**

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a) The following is a budgetary allowance to modify existing irrigation system including the following.

1. Cap off rotor zones in rear lawn area.

2. Relocate or modify 2 zones to provide pop up spray irrigation to proposed plantings along rear foundation of building.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Irrigation Adjustments - Allowance	1.00	each	
<b>Price</b>			<b>\$4,000.00</b>

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**Concrete Pathways**

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a) Form and pour 3825 sq. ft. of regular broom finish concrete to create walking path around synthetic turf area per plans.

b) Concrete to be 4" thick and 3000PSI.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Concrete Pathways	3,825.00	sf	
<b>Price</b>			<b>\$28,818.49</b>

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**Synthetic Turf**

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- a) Provide and install a crusher run base for synthetic turf.
- b) Provide and install 10,825 sq. ft. of GB90 synthetic turf with silica sand and green sand topping.

**Options:**

- 1. To install over a 5/7 and 8/9 stone base (more environmentally friendly approach, add \$12000.00
- 2. To install a GB 57 sports turf with geoinfill, add \$15,000.00.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Synthetic Turf-GB90 with silica sand/rubber infill	10,825.00	sf	
<b>Price</b>			<b>\$198,507.09</b>

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**Planting Allowance**

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- a) Provide and install (5) 3" caliper shade trees per conceptual plan.
- b) Provide and install (40) 3 gal. shrubs along rear foundation of building.
- c) Provide and install (150) 1 gallon perennials/ groundcovers along the rear foundation of building.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Shade Tree	5.00	3"	
Landscape Shrub	40.00	3 gallon	
Perennials and Groundcovers	150.00	1 gallon	
<b>Price</b>			<b>\$6,625.00</b>

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**Soils and Mulching**

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- a) Provide and incorporate 8 cubic yds. of biodynamic blend soil to improve soil composition for proposed plantings.
- b) Provide and install 40 cubic yds. of hardwood mulch along rear foundation planting areas and areas for future benches.

Note: To mulch under trees at current location of gaga pit, add \$1550.00.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Soil, Venn Garden Mix	8.00	cu yds	
Mulch, Hardwood (bulk)	40.00	cu yds	
<b>Price</b>			<b>\$3,538.17</b>

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**Repair Sod**

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- a) Provide and install up to 4 pallets of sod to replace sod that will be damaged at the construction entrance.

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	
Sod, Zoysia Zeon	2,016.00	square ft	
<b>Price</b>			<b>\$3,528.00</b>

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**Final Site Detailing**

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- a) Remove and haul off all debris generated by the above listed work.
- b) Wash down hardscapes to remove soil deposited through landscape installation.
- c) Lightly prune installed plantings to shape.
- d) Detail area of work.

Description	Quantity	Units	
Final Site Detailing	0.75	day	
Dumpster for Waste, 30 cu yds-Jobsite	1.00	each	
<b>Price</b>			<b>\$2,488.72</b>
<b>Landscape ServicesTotal:</b>			<b>\$292,130.30</b>

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**Terms & Conditions**

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The proposed payment schedule for this project would be...

- 1. 30% upon acceptance.
- 2. Bi-weekly progress billings based on percent complete.
- 3. 10% upon completion of any punch items.

**Please Note:**

- Ed Castro Landscape will take proper steps to locate standard utilities, and use caution during construction while working near utilities. However, ECL is excluding the cost of repairs of damage to existing utilities, including, but not limited to; invisible dog fence, irrigation, landscape lighting, domestic water line, and improperly marked utilities.
- If damage occurs, ECL will ensure proper management to restore services for the Homeowner. Due to the nature of this work, ECL can not provide an accurate estimate beforehand. An invoice will be submitted to Homeowner for full reimbursement.

**TERMS & CONDITIONS**

In consideration of the mutual promises and covenants herein made, the parties hereto agree as follows:

**1. JOB DESCRIPTION**

1.1 Part of this agreement sets forth the materials and labor specifically needed to complete the job Purchaser has requested be done by Seller and contains herein the purchaser price agreed to by the parties hereto. ACCEPTANCE BY PURCHASER OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OF THE MATERIALS, LABOR AND PURCHASE PRICE SET FORTH SHALL CREATE A BINDING CONTRACT. The performance of this Contract shall be completed according to the terms and conditions set forth.

**2. LIMITED WARRANTY AND DISCLAIMER**

2.1 Plant material furnished and installed by Seller shall be warranted for a period of six (6) months from date of planting. Purchaser agrees to notify Seller in writing at Seller's place of business, of any plants that died or are dying during the warranty period. Notification by phone will not be acceptable. Failure to submit written claims to Seller within the warranty period specified herein shall deem a waiver by Purchaser of such claim.

2.2 Plants existing on the site and transplanted shall not be guaranteed

2.3 No guarantee is made as to any existing trees.

2.4 Any plant(s) damaged through no fault of Seller (e.g. such as by insufficient watering practices, cold, insects [such as bores in pine trees], fire, dogs, vandalism, etc.) are specifically excluded from the warranty made herein and will not be replaced at Seller's expense.

2.5 Seller shall not be responsible for loss or death of plant(s) due to Purchaser's failure to properly protect or maintain said plants.

2.6 Plants shall include and are deemed to mean trees, shrubs, flowers and other foliage but shall not include lawn grass of any type.

2.7 Lawn grass installation work is only guaranteed as to proper installation practices and not as to final results. Purchaser agrees that the Seller's responsibility for lawn planting ceases upon completion of seeding, sprigging or sodding operation.

2.8 Plant sizes specified herein are in accordance with U.S.A.S. Standard for Nursery Stock, 1969, sponsored by the American Association of Nurserymen.

2.9 Except as stated above, Purchaser accepts plants "as is" and SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLANTS, WHETHER AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH HEREIN. The purpose of this disclaimer is to limit the Seller's liability except as agreed to herein. The measure of damage set forth herein is intended to modify and replace those damages available to Purchaser for breach of warranty under the Georgia Uniform Commercial Code and limited recovery to the amount set forth in this Contract. The remedies provided herein are exclusive of all others available to Purchaser.

2.10. Seller makes no representation as to the effectiveness of herbicides used and does not warranty final results.

2.11 Prices contained herein reflect normal subsurface condition. If there exists a condition (i.e. rock) not anticipated, Ed Castro Landscape will notify the client and submit a proposal for costs of correcting measures if needed.

2.12 All hardscape work is guaranteed for a period of 1 year from completion.

2.13 Ed Castro Landscape will take proper steps to locate standard utilities and use caution during construction while working near utilities. However, ECL is excluding the cost of repairs for damage to existing utilities including, but not limited to invisible dog fence, irrigation, landscape lighting, domestic water line, and improperly marked utilities. If damage occurs, ECL will ensure proper management to restore services for the Homeowner, and an invoice will be submitted to the Homeowner for full reimbursement if and when such charges apply.

2.14 The Seller assumes that an available power and/ or water source shall be accessible when needed. In the absence of said source, the Homeowner will be made aware and asked to provide, or ECL will submit a proposal for costs if needed.

2.15 No Warranties shall be honored until the contract is paid in full.

### **3. SELLER'S DUTIES AND STANDARD OF CARE**

- 3.1 All work is to be completed in a workmanlike manner according to standard practices, and upon completion of the work, the work site will be left clean and free of debris.
- 3.2 Seller will not be responsible for any seepage or other water leakage that may occur as a result of its planting, removing and replanting plants next to any structure located on worked property.
- 3.3 All reasonable caution will be taken to prevent damage to existing walls, driveways and other pavement, septic tanks and underground utility lines; provided, however, the Landscape Contractor cannot be responsible for damage to said facilities resulting from ordinary care in the execution of the work herein.
- 3.4 This Contract is based on all grades being within one tenth of one foot of finish grade prior to the Landscape Contractor starting work unless otherwise stipulated herein.
- 3.5 This Contract is based on the site being free of debris prior to the Landscape Contractor starting work unless otherwise stipulated herein.
- 3.6 This Contract does not include additional fill dirt from off the site as may be necessary to establish the proper grade unless otherwise stipulated herein.
- 3.7 This Contract is subject to change as may be required by local building and/or zoning codes.
- 3.8 Planting time of plants specified herein is subject to the seasonal availability of the plant material.
- 3.9 Completion of this Contract is contingent upon strikes, weather, accidents or delays beyond Seller's control.

### **4. PURCHASER'S DUTIES**

- 4.1 Work involving the piping away of water from downspouts does not include any modification in the existing downspouts. If modifications are necessary (including the removal of elbows or waterproofing walls) it is the Purchaser's responsibility and a firm whose business is installing and repairing gutters and downspouts or waterproofing should do the work.
- 4.2 The Purchaser is responsible for determining the location and properly marking all property and building lines that may be pertinent to the execution of the work outlined herein.

### **5. LIMITATION OF LIABILITY**

- 5.1 All plants covered under the limited warranty which die during the warranty period will be replaced one (1) time only at no charge to Purchaser.
- 5.2 LIMITATION OF LIABILITY. PURCHASER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING HEREUNDER SHALL BE FOR DAMAGES. SELLER'S NEGLIGENCE, ALLEGED DAMAGED OR DEFECTIVE GOODS, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR GOODS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR, AT THE ELECTION OF THE SELLER, THE REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED GOODS. IN NO EVENT, INCLUDING IN THE CASE OF A CLAIM OF NEGLIGENCE, SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Seller will make no cash refunds for work performed. PURCHASER AGREES THAT SELLER'S LIABILITY SHALL BE LIMITED TO THE ORIGINAL COST OF THE PLANTS AND MATERIALS.

### **6. PAYMENT**

- 6.1 All work requires a down payment. Payment schedule is stated agreement.
- 6.2 All work is to be fully paid for upon completion (i.e. net upon completion). Failure of Purchaser to remit full amount due upon completion shall result in this Contract being in default and Seller shall have the right to exercise those remedies listed under Article VII of this Contract.
- 6.3 Any cost increases (i.e. cost increases passed through to Seller) for plants, supplies and materials, which may be included in the items listed on this agreement shall be passed through to Purchaser, which cost increases are made a part of this Contract and which Purchaser agrees to pay to Seller upon request.

### **7. DEFAULT AND REMEDIES**

- 7.1 Any amount in default shall bear interest of 1 1/2 % per month from date of default and continuing until paid in full.
- 7.2 Until such time as full and final payment has been received by Seller, Purchaser agrees that title to all materials and plants furnished by Seller pursuant to this Contract shall remain in Seller's name and that Seller or its agents may enter Purchaser's premises in order to remove some or all of said material and plants.
- 7.3 In the event any or all of the amount due under this Contract is collected by or through an attorney, Purchaser hereby agrees to pay all reasonable attorney's fees, costs and other charges involved in collecting amounts in default.
- 7.4 All remedies stated herein are cumulative, and failure to exercise some or all such remedies shall not constitute a waiver or modification of this Contract.

### **8. MISCELLANEOUS**

- 8.1 Seller may withdraw this proposal if not accepted within thirty (30) days.
- 8.2 If any item or paragraph is found to be void or unenforceable for any reason, then this Contract shall be read and construed as if such item or paragraph had never been a part of this Contract.
- 8.3 This Contract shall be construed, enforced and interpreted according to the laws of the State of Georgia.
- 8.4 The singular shall be construed, where necessary, to mean the plural, and the plural the singular.
- 8.5 This contract is not binding until signed by Purchaser and accepted by an authorized agent of Seller.

### **9. MODIFICATION**

- 9.1 This Contract contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreement, oral or written or otherwise between the parties, not embodied herein, shall have nor be of any force effect; any such representations, inducements, or promises or agreements being merged herein making this the final and expressed contract of the parties.
- 9.2 This Contract or the attachments hereto may be amended by the parties hereto from the time to time, but only if such changes, modification or amendments are in writing and agreed to by both parties. Except as changed, modified or amended, this Contract shall continue to remain in full force and effect.

I, (we) the undersigned Purchaser(s), have read and understood the above Contract and accepted it, as written.

**NOTE: IF PURCHASER IS NOT OWNER OF PROPERTY, OWNER MUST ACKNOWLEDGE THIS CONTRACT PROPOSAL BY SIGNING BELOW. OWNER OR PURCHASER (S) (OR BOTH) RECOGNIZE THAT THIS CONTRACT PROPOSAL CREATES JOINT AND SEVERAL LIABILITY UPON OWNER WITH PURCHASER FOR FULL PAYMENT OF THE CONTRACT PROPOSAL PRICE**

Chris Hopper

Date

Accepted:

Date