

SUPREME SCAPES LLC 3807 Round Bottom Road Newtown, OH 45244 513-245-8737 supremescapes.com	Job #: 0000 CLIENT NAME Revised: DATE
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CONTRACT:
PROJECT NAME

For:
CLIENT NAME
CLIENT ADDRESS

Supreme Scapes LLC, henceforth known as the “Contractor” and CLIENT NAME, henceforth known as the “Client” agree that the following work, described in this document, henceforth known as the “Agreement,” will be accomplished at the Client’s address at “CLIENT ADDRESS”

Section 1.
Description of Installation “The Work”

1. Exterior Hardscape
 - a. Demolition
 - i. Remove existing deck in the backyard
 - ii. Dispose of debris
 - b. Excavation
 - i. Lay down plywood for equipment path (If needed)
 - ii. Excavate using heavy equipment- paying close attention to underground utilities (sump pump and drainage- crew to view photos from client)
 - iii. Use laser level to measure appropriate depth
 - iv. Achieve final depth and compact subsoil

- c. Install geotextile fabric and limestone base and bedlayer
 - i. Lay fabric and pin down
 - ii. Install crushed limestone (#57)
 - iii. Compact every 2-4 inches until final grade is met
 - iv. Install string lines and make final adjustments to level
 - v. Final Compaction
 - vi. Use screed poles to install bedding layer (#9 limestone)
 - d. Install seating wall
 - i. Cinder block
 - e. Install 2 staircases at back doors using AB Classic “Granite” blocks and caps
 - f. Install pavers per material selection in Section 2.
 - i. Lay pavers until entire field is laid- using Beacon Hill Smooth Granite Fusion
 - 1. Approximate square footage: 900 sqft
 - ii. Make cuts for soldier course trim/border- need to finalize material selection (Cophthorne or treo premier)
 - iii. Finalize all pavers- check for defects, positioning, final inspection
 - g. Install paver edging
 - i. Use “Permaedge” concrete fiber edging
 - ii. Compact pavers with rolling compactor
 - h. Install polymeric sand - requires 2 days of dry weather above 35F
 - i. Brush poly sand into paver joints
 - ii. Compact and settle the sand into joints
 - iii. Add second layer of poly sand
 - iv. Sweep clean
 - v. Blow all joints to recommended sand height
 - vi. Final inspection
 - vii. Water all joints to activate polimer in the sand
 - viii. Cure for 24 hours with dry weather
2. Exterior Lighting
- a. Install landscape lighting transformer
 - b. Install all landscape light wire and fixtures
 - i. Pathway lights
 - ii. Undercap lights
 - iii. Up lights
3. Exterior Landscape

- a. Finalize plant selection with client
 - b. Install topsoil, grade new landscape beds and install 2-3 stepping stones leading from patio to lawn area (PER DESIGN)
 - c. Add new plant materials to new beds and existing landscape bed containing viburnum on the west side of the backyard
 - d. Add treflan weed control and plant fertilizer
 - e. Install new hardwood mulch
 - f. Fix any damaged lawn areas
4. Clean up and punchlist
- a. Clear work space of all garbage and debris
 - b. Install paver sealer (Requires 60F temp and 2 days of dry weather)
 - c. Collect client punchlist addressing tasks only associated with the work described herein- new work would result in a change order

Property Lines:

The Client is responsible for ensuring the work is in accordance with property lines as to not encroach on third party property.

Permits:

The Contractor is responsible for obtaining any permits.

Section 2. Material Allowances and Selection

Category	Selection	Material Allowance	Assumption
Paver (field area)	Beacon Hill Smooth	\$TOTAL	<ul style="list-style-type: none"> ● To be provided by the Contractor
Paver (border area)	Copthorne or Treo Premier	\$TOTAL	<ul style="list-style-type: none"> ● To be provided by the Contractor
Seating Wall	Modular Block Or Veneer	\$TOTAL	<ul style="list-style-type: none"> ● To be provided by the

			Contractor
Lighting	-LED Wall Lights -Pathway Lights -Up Lights	\$TOTAL	<ul style="list-style-type: none"> To be provided by the Contractor
Plants	Needs finalized	\$TOTAL	<ul style="list-style-type: none"> To be provided by the Contractor

All project materials should be finalized before the start date. Should the Client change their selection after materials have already been picked up, a project delay may result and a restocking fee of the associated material allowance would be added to the total cost.

Restocking fee percentages:

- 5% Hardscape materials (ie: Pavers, Wall blocks, concrete edging)
- 10% Plants and Mulch

WHERE MATERIALS WILL BE DUMPED/PLACED ON PROPERTY:

- Paver pallets to be placed along patio perimeter
- Possible material dumping on side of road (Safety Cones will be utilized)

Section 3. Subcontractors

1. ELECTRICAL
 - a. Possible use of certified electrician subcontractor if no exterior outlet is available- to be managed and overseen by Contractor

**Section 4.
Total Price**

Category	Total
Materials	\$0.00
Debris Removal	\$0.00
Subcontractors	\$0.00
Labor	\$0.00
Total (before tax)	\$0.00

**Section 5.
Payment**

Client agrees to pay the Contractor a total equal to the “total price” described in “Section 4. Total Price” of: \$PROJECT TOTAL

However, if the above stated cost does not include any excess cost associated with resolving any unforeseen problems that may arise during the work, such as hidden damage or landscape conditions hindering the execution of the job as estimated the addition of a change order will be evaluated, as desired by the Client. See below for more about change orders.

Draw payments will be due as specified by the schedule below. The Contractor reserves the right to adjust the phases associated with each draw payment, retaining volume of work as close as possible to the original schedule, due but not limited to changes in the scope of work, timing of subcontractors, timing of material deliveries and/or weather dependent work. Payment is accepted by credit card, Venmo, or a check made out to “Supreme Scapes LLC”.

Client agrees to pay the Contractor according to the payment schedule included in this Contract. Failure to pay Contractor in accordance with the payment schedule will result in the stop of work until payment is received. In the event of an outstanding invoice or over 15 days for completed work, the Contractor will file a Mechanic's Lien with the State of Ohio and appropriate county on the Client's Property.

CHANGE ORDERS: Any change to the original scope of work, described herein, agreed upon by the Client and Contractor, will be documented, sent to the client for approval and signatures. All Change orders are paid in full before the new work can begin so the contractor can move swiftly to order materials and complete the work.

Payment Schedule:

1. Due upon approval of this Agreement: _____ \$0.00
 - a. 50% of the "Total Price" (Section 5. Total Price)
 - b. 5% of the initial deposit (\$0.00) is non-refundable should the Client terminate the Agreement before the project has started

2. Draw 1: Due upon completion of the following: _____ \$0.00
 - a. Demolition
 - b. Laying of the base
 - c. Paver Installation (seating wall, patio, staircases)
 - d. Perma-edge and poly sand

3. Draw 2: Due upon completion of the following: _____ \$0.00
 - a. Lighting Installation
 - b. Landscape Installation
 - c. Clean Up
 - d. Paver Sealer
 - i. In the event weather is not ideal conditions for sealer, this amount will be deducted from the total and a new job will be created and billed upon completion
 - e. Punch list execution

Grand Total (including tax) _____ \$0.00

Section 6. Change Orders

Should the Client add on to the scope of work, another quote must be approved, provided by the Contractor. Change orders require a full payment before new work can begin so that the contractor can order materials immediately. Change orders may result in project delays in accordance with the Contractors schedule.

Section 7. Warranty

The Contractor warrants the finished product is free of defects in material and workmanship for a period of (1) calendar year for hardscape projects, and (6) months for landscape projects described herein Section 1, "Description of Installation: 'The Work.'"

Warranty Exclusions:

1. Any and all products covered by manufacturers' warranties. These warranties will be passed onto the Client for the length indicated by the manufacturer.
2. Any and all pre-existing materials/products not purchased by the Contractor. This includes all plant or stone materials that the Client may have on site to use in the project Installation.
3. Damage due to normal "wear and tear" or normal expansion and contraction of materials.
 - a. Examples of Exclusions, but not limited to: grease stains, furniture scuff marks, leaf stains, etc.
4. Any areas damaged due to bringing in equipment for future work executed by another Contractor company. Example: Tree Company brings heavy equipment onto the patio and cracks a paver.
5. Any and all work NOT performed by or through the Contractor.
6. Damage due to lack of maintenance or abuse.
 - a. Due to the requirement for Client involvement in assuring proper watering and care, plants that die due to over or under watering are not covered.

Section 8. Scheduling & Timing

Contractor and Client will schedule initiation of the work, as described in "Section 1. The Work," upon execution of this Agreement.

Timeline for completion of the work is estimated at:

X-X week(s)

However, this is only an estimate of the project duration and any unforeseen issues and/or "change orders" (defined below) desired by the Client, which could arise during the work, may cause the time necessary to complete the work to exceed the above

estimate. Subcontractors hired by the Contractor to perform work are not guaranteed to follow the above timeline due to their own schedules.

Weather conditions are a huge variable in the Contractor's work. Therefore the above timeframe is a target duration based on ideal weather conditions, and is subject to change with the forecast.

Change order: Any change to the original scope of work, described herein, agreed upon by the Owner and Client, via an executed change order document, provided by the Contractor.

Section 9. Terms & Conditions

Communication

Contractor can be reached via the below contact information during the listed hours of operation (listed below). In case of emergency, outside of listed business hours, Client will leave a voice message at the "emergency number" listed below. The message will be reviewed by the Contractor for emergency merit and will return the call as soon as possible.

While the job is open, job updates will be emailed by Friday of each week, indicating the progress made that week and updates for the following week.

Contractor Contact Information:

Office: 513-245-8737 (call or text)

Emergency Cell: 513-368-9601

Primary Email: Eric, Project Manager: eric@supremescapes.com

Email: Jamie, Owner: jamie@supremescapes.com

Email: Luci, Administration: luci@supremescapes.com

Contractor Hours of Operation:

Monday: 9 am - 5 pm

Tuesday: 9 am - 5 pm

Wednesday: 9 am - 5 pm

Thursday: 9 am - 5 pm

Friday: 9 am - 5 pm

Saturday: CLOSED

Sunday: CLOSED

Bathroom Facilities:

Contractor will use customer facilities if approved. If not approved, Contractor will have to leave the jobsite to find a facility nearby.

Parking:

Client has not specified parking instructions.

Fencing/Irrigation Lines/Invisible Fence:

Client has not specified areas to avoid other than piping in the backyard.

Documentation:

All estimates, change orders, contracts, and invoices are sent via email through Jobber (getjobber.com) or SignNow (signnow.com). Both softwares allow clients to create legally binding signatures through any electronic device, such as a computer or mobile phone. The Owner will be asked to create a profile, and required to download the SignNow app to sign on mobile devices.

Promotion:

The Client authorizes the Contractor to take photographs of the Work, defined herein (Section 1), for use of promoting the Contractors skill and ability and grants the Contractor sole right in the intellectual property of any such photographs.

Indemnification:

The Client agrees to indemnify, defend, and protect the Contractor from and against all lawsuits and costs of every kind pertaining to the Contractor's service, any false information delivered by the Client pertaining to the property, or failure to deliver relevant information by the Client.

Section 10.
Approval

On behalf of the Contractor: "Supreme Scapes LLC"	On behalf of the Property Owner: "CLIENT NAME"
Signature _____ Print Name _____ Date _____	Signature _____ Print Name _____ Date _____