



CITY OF LAKE ELMO PLANTING PROJECT
36TH STREET NORTH
LAKE ELMO, MINNESOTA 55042

Sales: Brad Mather

36th Street North Lake Elmo, Minnesota 55042 United States-Landscape Enhancement 1
36th Street North Lake Elmo, Minnesota 55042

Est ID: EST5316664

Date: Apr-18-2025

Preparation, Plantings, Safety Zone, Permit Fees, and One Year Maintenance	\$37,078.17
---	--------------------

1. Removal of existing perennials, soil and mulch from the five planting beds
2. Planting bed preparation including installation of 12" new topsoil and 4" mulch, per plan
3. Spring 2025 installation of perennials (442, #1 containers) and shrubs (6, #5 containers) per plan
4. 1 yr maintenance through warranty period (including plant replacement as needed and 3 weedings)
5. Fall installation of bulbs (1328) per plan

1	Plantings
20 Yard	Double Grind Mulch - Davey - 1
48	Dirt / Compost Mix
1	Safety Signs and Permit Fees
1	Warranty
1	trees

Annual Pricing for Maintenance	\$2,886.08
---------------------------------------	-------------------

Annual pricing estimate for ongoing maintenance beyond warranty period

a. Includes weeding/cutting/cleanup (assume 3x per year) and mulch replenishment as needed

Water cost per time**\$485.00**

Pricing for watering and gator bags, if needed (optional service)

a. Price per visit

Mulch topdress**\$1,200.04**

12 Yard Double Grind Mulch - Davey - 1

Subtotal**\$41,649.29****Taxes****\$0.00****Estimate Total****\$41,649.29**

By signing this quote you ("Client") are agreeing on both the scope of work and Terms and Conditions listed in this quote. Any work requested outside of the scope of work or not listed in the scope work will require a change order signed by Pioneer Landscaping LLC. and Client before work will begin. This quote is valid for 15 days and is based on the issued dates and market and material availability. Prices are subject to change after 15 days.

Terms and Conditions

1. Terms of Payments: 50% Down payment; 50% upon completion. Pioneer Landscaping LLC. ("Pioneer Landscaping") shall furnish all of the materials and perform all of the work as described in this quote.

2. Materials: Until completion of the project, all materials are the property of Pioneer Landscaping. Any remaining materials following completion of the project remain the property of Pioneer Landscaping or may be left on site with Client's approval, no refunds are given for excess materials.

3. Pricing & Changes: Costs associated with this project are provided in this quote. Change orders will be pre-approved by the Client and fully explained in detail before any work is done.

4. Irrigation: Any irrigation interruptions are not the responsibility of Pioneer Landscaping. We will mark all heads and try our best to avoid any damage. Replacing Sprinkler heads is \$100/ head and \$75 a man hour for fixing supply lines and control wires.

5. Utilities: Pioneer Landscaping will contact the state's public utility locating service at least 48 hours prior to the start of any project that requires digging or dirt removal. It is the responsibility of the Client to notify Pioneer Landscaping of any private utilities and underground and/or buried items, including but not limited to: irrigation systems, invisible pet fencing, utility lines, private gas, electrical, water, or sewer lines and any other privately installed utilities, whether or not such items are owned by or known to the Client. Client must mark any private utilities at least 24 hours before the project start date. Pioneer Landscaping is not responsible for damage to and/or interruption of any utilities resulting from, unmarked or mis-marked private utilities. Any damage to Pioneer Landscaping's employees, equipment, or materials as the result of any unmarked or mis-marked private utilities shall be the responsibility of the Client.

6. Additional Client Responsibilities: Client is responsible for complying with and notifying Pioneer Landscaping of all covenants and/or restrictions applicable to the property along with obtaining any necessary prior approval from private entities including but not limited to: homeowner's associations, management companies, cities, etc. If any permits are required these will be obtained by Pioneer Landscaping. Any costs associated with these required permits will be billed to the Client. Pioneer Landscaping is not responsible for surveying the property or determining boundary lines, easements, or encroachments located on the property.

7. Unforeseen Conditions: Unforeseen soil(s), underground conditions, and unmarked public or private utilities may cause additional work which may result in additional costs and charges in order to complete the project. Client is responsible for these additional costs and charges. These conditions include, but are not limited to, buried stumps, foundations, concrete footings, waste, debris, trash or rubbish. If such conditions are discovered, Pioneer Landscaping will discuss these conditions with the Client. Delays due to inclement weather or Acts of God, shall not be a basis for termination of this Agreement or a reduction in the amount owed by the Client.

8. Settling: Pioneer Landscaping is not responsible for ground settling when working in areas excavated and/or filled by others within the last 48 months.

9. Terms of Payments: 50% Down payment; 50% upon completion; Payment can be made in the form of check or credit card via Jobber Payments. Paying with a Credit Card will impose a 3.5% transaction fee. Client may terminate the quote within 14 days in writing via email. Terminating the quote over the 14 days or if work has already commenced will make the 50% down payment non-refundable. Final payment as indicated in the Contract is due upon substantial completion of the project. Invoices provided to the Client are due upon receipt. Late payments will result in interest being charged to the account at a rate of 10% per month, or the maximum allowable by law, whichever is greater. Pioneer Landscaping reserves the right to stop work if payments are not made according to any applicable payment schedule and will assess the client remobilization costs due to any stoppage of work. Client agrees to pay any collections costs incurred by Pioneer Landscaping in pursuing any outstanding balance, including but not limited to reasonable attorney's fees, costs and court costs.

10. Subcontractors: Client grants Pioneer Landscaping the right to subcontract portions of the work according to their needs. Subcontractors will carry commercial general liability insurance and workers compensation coverage as required by state law. Pioneer Landscaping is not responsible for any price increases that these subcontractors may impose throughout the duration of the project.

11. Site Conditions: In cases where adverse site conditions might compromise safety, quality workmanship, or efficiency, Pioneer Landscaping reserves the right to delay or suspend work. Examples include inclement weather, muddy conditions, or the presence of other contractors. Pioneer Landscaping will be the sole judge as to whether or not adverse site conditions are present.

12. Animals: All animals owned by the Client must be restrained and should not come in contact with any member of Pioneer Landscaping or their subcontractors during site visits.

13. Promotional Use: Client grants Pioneer Landscaping the right to take pictures, video and make written accounts of this project for promotional and award submission purposes.

14. Insurance: Pioneer Landscaping will carry commercial general liability, auto, and workers' compensation insurance, as applicable for all periods when work is performed on this project.

15. Warranties: Materials and workmanship warranties are as follows:-Sod/Seeding - are excluded from Pioneer Landscaping's warranty.-Brick Paving/Hardscape - All materials are guaranteed under the manufacturer's warranty, and workmanship is guaranteed 3 years from installation. Pioneer Landscaping warranty does not include discoloration of concrete based materials. Please refer to the Landscape / Limited Warranty.

-Plant Material- Plant material is guaranteed a one time replacement until Oct 31st of year installed. Plant warranty does not apply under the following conditions or plants:

- All types of evergreens, pines, spruces, boxwoods, annuals, bulbs, arbovitae, and roses.

-The Owner has failed to properly water, protect, maintain, and care for the plants.-The Owner has breached or defaulted under any term of this agreement.

-The Owner has exposed the plants to salt, calcium chloride or other similar chemicals.Damage caused by animals or improper care is not covered under warranty. Warranty periods begin upon substantial completion of the project. Warranties are not valid until the project is paid for in full. Warranties are void if the project is not paid for within 30 days after substantial completion.(Payment may not be held by Client in lieu of Warranty.) ·

16. Choice of Law and Mandatory Arbitration: This agreement will be governed by the laws of Minnesota. The parties agree to make a good faith effort to resolve any disputes which arise from this agreement through direct contact, in an informal manner. If informal methods are unsuccessful, all disputes or conflicts arising out of the present contract shall be resolved through a mediator who is agreed to by both the Client and Pioneer Landscaping. The mediation is a non-binding process. If a conflict cannot be resolved through a mediator, the conflict will be settled according to the rules of arbitration. The arbitrator will be agreed to by both parties and the arbitrator's decision will be binding. ·

17. Carry Over: On occasion, the completion of a project will be delayed due to the onset of winter. In those cases the Client will be invoiced for the value of all work completed to that point, payment to be due upon receipt of invoice. Such projects will be first on the schedule to be completed the following Spring. Pioneer Landscaping shall not be responsible for any damage to the project or property that occurs over the winter. ·

18. Indemnification: Client shall be solely responsible for, and shall indemnify, defend and hold harmless Contractor, from all damages, losses and claims ("Claims") arising out of Client's acts or omissions.

19. Limitation of Liability: Client acknowledges and agrees that Client's and any third-party's maximum recourse against Pioneer Landscaping, and Pioneer Landscaping 's maximum liability, for any Claims arising out of, or any way related to Pioneer Landscaping 's work, and/or this agreement, shall be strictly limited to the amount Pioneer Landscaping billed to Client under this Contract. ·

20. Waiver of consequential damages. Client waives the right to collect any indirect or consequential damages from Pioneer Landscaping.·

21. Merger: This proposal and any attachments indicated above constitute the entire agreement between the parties, all prior negotiations and commitments being merged herein.

22. Acceptance of Proposal: Pioneer Landscaping hereby agrees to furnish materials and labor for the installation according to the price laid out in the quote. By signing this document, the Client agrees that the above and attached specifications are satisfactory. Further, Client signifies that they have the authority to order the work to be performed at the property listed, and authorizes that Pioneer Landscaping may begin installation for which Client will pay the agreed upon price.

Contractor: _____
Brad Mather

Client: _____

Signature Date: _____
04/23/2025

Signature Date: _____

Email: Brad@PioneerLandscapingMN.com