



Design Contract Agreement

B. H. Graning Landscapes, Inc.
 64 Bella Road, Sylva, NC, 28779
 68 N. Main Street, Canton, NC 28716
 Federal Tax ID: 30-0307223
 NC Landscape Contractor # CL0351
 NC Irrigation Contractor # 1280
 NC General Contractor # 81815
 Phone/Fax: (828) 586 8303

Jobsite Address

Name Village of Forest Hills Attn: Dr. James Wallace
 Street
 City Cullowhee
 State NC
 Zip 28723
 County Jackson
 Phone 828 293 5434
 Alt Phone
 Email fern.man13@gmail.com

Bill to:

Name Same
 Street
 City
 State
 Zip
 County
 Phone
 Alt Phone
 Email

BID #	vii041022r2
Date:	5/27/2022
Job Code #	RC: 13
Estimate by:	BG

Village of Forest Hills Design & Build Proposal

Item	From	To
Design and install new landscape improvements as per site visit with Mr. Keith Pannell. Scope of work to include installation of new perennial masses of color along both the bedlines in front of existing fence on the north and south side of the entrance signage (please see proposed footprint in below google link) and mulching upon completion. In conjunction with mobilization for existing bed improvements, new design to incorporate additional hardscape / softscape improvements SW and on the opposite side of N. Country Club road post completion of purchase by Village. Proposed new landscape to complement existing entrance hardscape / fencing / planting and provide visual framing of N. Country Club Drive. Design intention is too provide year-round interest with minimal increased maintenance		
A. Design / Build Budget Existing Bed Space: <i>(Design / Permitting: 10% of Budget Cost, Materials: 45% of Budget Cost, Labor and Equipment 45% of Budget Cost)</i>	\$3,500.00	\$4,500.00
B. Design / Build Budget New SW Hardscape / Softscape Bedspace: <i>(Design / Permitting: 10% of Budget Cost, Materials: 45% of Budget Cost, Labor and Equipment 45% of Budget Cost)</i>	\$15,000.00	\$25,000.00
Upon acceptance of budget proposal, contractor to provide plan-view CAD drawings with digital pictures of proposed softscape, hardscape submittals, and bid pricing for owner acceptance and approval.		
Pictures of similar work can be found online at www.bhglandscapes.com https://photos.app.goo.gl/jwdue3wbXiuZyQMT5		

NOTE: Due to COVID-19 complications, all material pricing is subject to change, we will confirm pricing before we start and notify you if any additional charges are required. Thank you for your understanding.

Totals	from \$18,500.00	to \$29,500.00
Deposit	15%	\$4,425.00

THIS DESIGN CONTRACT (the "Contract") is made and entered on
by and between, B. H. Graning Landscapes, Inc., 64 Bella Road, Sylva, NC 28779, (the "Contractor"),
and Village of Forest Hills Attn: Dr. James Wallace (the "Owner"); collectively the "Parties."

Friday, May 27, 2022

General Provisions

- 1. Billing: The Contractor will submit invoices to the Owner for the program services and excavation services (collectively, "Services") upon the completion of any Services. All invoices are due within 30 days of the date of invoice. If Owner's account is past due, the Contractor may, without notice, suspend its obligation to perform Services until the Contractor receives all amounts past due and owing. During the period of such suspension, the Owner agrees and understands that the Contractor will not be liable for any costs or damages, including but not limited to consequential damages to the Owner or any other party that may arise from or be related to such a suspension of Services.
2. Dispute Resolution: In the event of a dispute, the Parties agree to first submit to mediation through a local mediation service, such as Mountain Mediation Services in Sylva, NC, to resolve the dispute. All actions are to be mediated/litigated in Jackson County, NC.
3. Outstanding Fees: The Owner agrees to pay all costs incurred by the Contractor to collect past due amounts including collection agencies, and all reasonable attorney's fees. All invoices not paid within 30 days of completion of services are subject to a finance charge of 1.5% monthly and will void all warranties.
4. Warranty: Final payment for Services is due within 30 days of billing upon completion of work or warranty will void.
5. Independent Contractor: The Contractor shall perform the Services (as defined below) as an independent contractor and not as an employee of the Owner.
6. Insurance: The Contractor will maintain the following types of insurance: worker's compensation, complete automotive coverage, and general liability. The Contractor will provide the Owner evidence of insurance before commencing Services and upon request of the Owner.
7. Limitation of Liability/Indemnification: The Owner shall indemnify, defend and hold harmless the Contractor, its employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the Contractor incurs as a result of a claim or claims brought by the Owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the Owner's involvement with the premises or the Services, including but not limited to personal injuries resulting from slip and fall accidents.
8. Owner Obligations:
a. Access to Premises: The Owner will provide the Contractor with access to the premises to perform the Services.
b. Incidents on premises: For any and all, actual or alleged, incidents resulting in potential or apparent injury or damage, the Owner will notify the Contractor promptly and assist in obtaining details and information required for the Contractor's preparation of a defense. The Owner agrees that if the Owner fails to promptly notify and assist, the Owner will indemnify, defend and hold harmless the Contractor for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from the incident.
9. Contract Cancellation: Either party may terminate this Contract for any reason with 30 days written notice to the other party. Contracts that require a 15% nonrefundable deposit will forfeit that deposit if the Contract is cancelled by customer (Owner).
10. Notices: For purposes of this Contract, all notices required to be in writing hereunder shall be deemed to have been given duly given when delivered personally or by overnight courier with a receipt obtained therefore or when mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, addressed, to the address of the party as set forth on the signature page hereof, or to such other address as either party may furnish to the other in writing in accordance with this section, except that notices of changes of address shall be effective upon receipt.
11. Authority: Any individual who signs this Contract on behalf of the Contractor or the Owner represents, promises, and guarantees that he or she is fully authorized to execute this Contract on behalf of his or her employer or company. In the case of an agent of the Owner of the premises, such agent represents, promises, and guarantees that such agent is fully authorized to execute this Contract on behalf of the Owner of the premises.
12. Severability: If any provision of this Contract shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Contract, which shall be construed, reformed and enforced to affect the purposes of this agreement to the fullest extent permitted by law.
13. Other: This Contract: a) shall be governed by and construed under the laws of the state of North Carolina, without application of principles of conflicts of laws; b) shall constitute the entire agreement of the parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between the parties in such respect; c) may be amended, modified or terminated, and any right under this agreement may be waived in whole or in part, only by a writing signed by both Parties; d) contains headings only for convenience, which headings do not form part of, and shall not be used in construction of the Contract; e) shall bind and inure to the benefit of the Parties.

Specific Provisions

Fees;
Specifications/scope: As per Attachment(s); v1041022r2

Design & Installation

Terms & Conditions

Terms:

Fifteen percent (15%) non refundable deposit due upon signing contract. Remainder of balance to be paid upon subsequent progress billings reflective of completed scope. initial \$4,425.00

Conditions:

- This bid is based on engineering information provided by _____ at _____.
Vandalism or theft of Hardscape materials, lines and grades, backfill and excavating, unless specified on bid sheets are not included in bid.
Drainage problems that develop or become evident and are not specified on the plans or additions to the specifications sheet are not included in this price.
All work is to be performed in a professional manner according to standard horticulture, engineering, and construction standards.
Any alterations, deletions or additions from original specifications will be executed upon orders from the client, architect, or engineer and may constitute a change in the stated bid below.
Upon nearing completion of the job, client will be informed. Final details should be discussed with job foreman or contact B. H. Graning Landscapes, Inc., office so all work can end simultaneously and satisfactory.

We propose to furnish all materials and labor and complete the job in a professional manner in accordance with the specifications of this proposal.

Erosion Control

- **Permits:** Land disturbing permits will be secured as required by local codes and ordinances.

Hydroseeding

- **B. H. Graning Landscapes, Inc.** guarantees 90% coverage within one growing season, defined in Western North Carolina as either spring or fall.

Acceptance of Proposal

By signing below, I agree that the above prices, specifications, and conditions are satisfactory and are hereby accepted. **B. H. Graning Landscapes, Inc.** is authorized to do the work as Payment will be as follows:

DOWN PAYMENT - DESIGN FEES

15%	\$4,425.00
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15% Deposit due upon acceptance of proposal by customer. This job will not be eligible for scheduling until the down payment is received by **B. H. Graning Landscapes, Inc.**

DUE UPON COMPLETION:

-\$4,425.00

Upon completion of the job as outlined above a walkthrough of the job will be conducted with the customer by a manager from **B. H. Graning Landscapes, Inc.**

The amount shown to the right plus or minus any change orders along with applicable sales tax is due and payable when the walkthrough is completed.

If initialed here, customer certifies to **B. H. Graning Landscapes, Inc.** that the services being provided by **B. H. Graning Landscapes, Inc.** are in conjunction with the original construction of a building or facility or the original construction, reconstruction, restoration, remodeling, renovation, repair, or replacement of a residence and therefore the labor, otherwise considered to be taxable, will not be taxed.

Accepted for: **B. H. Graning Landscapes, Inc.**

Authorized Customer Signature

Authorized Company Signature

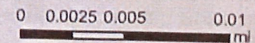
Date: _____

Date: _____

Village of Forest Hills



- ▲ Address Points
- Centerlines
- Parcel Lines
- Easement
- Hooks
- Leader Line
- Lot Line
- Subdivision ROW
- Parcels



"WARNING: THIS IS NOT A SURVEY!"
 This map is prepared for inventory of real property within Jackson County. It is compiled from recorded deeds, plats, and public data records. Users of this map are hereby notified that the aforementioned public information sources should be consulted for verification. Jackson County or any County representative assumes no legal responsibility for the content.