

**LANDSCAPE INSTALLATION PROPOSAL
PREPARED FOR:**

Holly Hills - CONST.

2025 Season



FOCAL POINTE

Prepared for:

**Holly Hills
Special Business District**

Prepared by:

**LILY HORSTMAYER
Landscape Designer
Focal Pointe of St. Louis, LLC**

February 13, 2025



FOCAL POINTE

CONTRACTOR AGREEMENT

THIS AGREEMENT made **February 13, 2025** by and between **Focal Pointe Of St. Louis, LLC.**, hereinafter called the Contractor and **Holly Hills SBD**, hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform all of the work proposed in this contract at **3654 Bellerive Boulevard, St. Louis, MO 63116**.

Landscape work to be performed includes:

Spring 2025 Planters

The plant material listed below will be sourced and installed as shown on the schematic diagram. Hardwood bark mulch will be installed after planting at a 2" depth.

- 15 - 3 gal Hydrangea 'Bobo'
- 24 - 1 gal Nepeta 'Cat's Pajamas'
- 78 - 1 qt Rudbeckia 'American Gold Rush'
- 56 - 1 qt Aster 'Purple Dome'
- 26 - 1 qt Prairie Dropseed

Gravel and soil are not included.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before April 1, 2025 and shall be substantially completed on or before April 30, 2025. (Weather Permitting)

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of **\$5,517.00**, subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the following manner:

50% (\$2,758.50) down at signing of the Contract, and 50% (\$2,758.50) due upon completion of work.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including by not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contracted price of this contract.

If payment shall not be made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of 5 days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law individuals duly licensed, and authorized by law to perform said work shall perform all work.
3. Contractor may at its discretion engage subcontractor to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate released or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due, if applicable and as requested by Owner.
5. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the Contract.
6. Contractor shall at its own expense obtain all permits necessary for the work to be performed.

7. Contractor agrees to remove all debris at the property site resulting from contracted work.
8. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
9. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including weather or general unavailability of materials due to weather.
11. Contractor warrants all installation of plant material purchased and planted by Focal Pointe with a one year, one time replacement policy from the date of installation. However, Focal Pointe does not warranty plant material if it is damaged due to an act of nature, neglect, including but not limited to insufficient watering or unforeseen events. Due to the many variables of what can affect sod or seed – there is no warranty on sod or seed installation. In addition, this warranty does not apply to annuals and transplanted plant material.
12. Focal Pointe provides a five year warranty on hardscape labor and will honor the manufacturer warranty on material.
13. A convenience fee of 2% of the invoice amount will be applied if paid by a credit card.

Article 6. Statutory Mechanics Lien Notice

The property is located in Missouri. Owner has read and understands the following Notices:

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Owner Initials

CONSENT OF OWNER

CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.

Owner Initials

ARBITRATION

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Proposed by: LILY HORSTMEYER

Date: 2/13/2025

LILY HORSTMEYER
Landscape Designer
Focal Pointe

Accepted by: _____

Date: _____

Representative
Holly Hills Special Business District