

1915 Dayton Boulevard
Chattanooga, Tennessee 37415
4234144912
micah@monolithlandscapedesign.com



RECIPIENT:

Steve Pachan

438 Oliver Street
Chattanooga, Tennessee 37405

Estimate #352

Sent on Nov 05, 2024

Total \$87,764.00

Product/Service	Description	Total
Engineer Fees and Permitting		\$1,750.00
Old Wall Demolition and Haul Off		\$8,750.00
Foundation Installation		\$9,875.00
Gravity Block Leveling and Course Building		\$27,904.00
Backfill Aggregate Installation		\$18,450.00
Drainage System Installation		\$8,550.00
Geogrid Blanketing Installation		\$3,320.00
Capstone Installation		\$6,945.00
Topsoil and New Lawnspace Installation		\$2,220.00

Total **\$87,764.00**

This estimate is valid for 20 days, after which values may be subject to change. By selecting "Approve" on this estimate, you are also approving the below contract:

This Agreement is made and entered into, by and between the Contractor, Oreius, LLC (DBA Monolith Landscape Design), and the Client, that has selected to approve their provided quote.

The Client requires a qualified landscape company to provide services, and the Contractor represents that it has the required skills and capacity to provide services to the Client.

Notes Continued...

I. SERVICES

The Client will hire the Contractor to perform services in accordance with the criteria outlined in their approved quote. In addition to these services, the Contractor will also be responsible for Property Care throughout operations, outlined as follows:

- All tools will be removed from the property or stored at the end of each day.
- Materials will be stored during the project.
- Maintenance and final cleanup of the work area will be performed as part of the process, including removal of all tools and excess materials upon job completion.

II. PAYMENT TERMS

The Client agrees to pay the Contractor in the full amount outlined in the approved quote, in accordance with the payment schedule communicated by the Contractor.

III. COMPLIANCE

1. Should the Contractor fail to meet the requirements set by this contract, the Client may notify the Contractor in writing that the Contractor is in default and will be given up to 30 business days to act. If the Contractor fails to comply or respond within the given period, the Client may correct the default and deduct the cost thereof from any payment due to the Contractor, or terminate the contract.

2. Completion of final payment will indicate finalization of the contract and completion of its terms.

IV. TERMINATION BY THE CONTRACTOR

If the Client fails to issue a payment in accordance with the schedule communicated by the Contractor, the Contractor may, upon written notice to the Client, terminate the Contract, provided however, that the Client shall first have opportunity to remit such payment within a fourteen day period following the written notice.

V. PROTECTION OF PERSONS, PROPERTY, AND RISK OF LOSS

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the provided services. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to (1) all persons on the site of service; (2) all materials and equipment, and (3) other property at the site or elsewhere.

2. All damage or loss to any property caused in whole by the Contractor, shall be remedied by the Contractor.

VI. WORK ORDER

1. If at any time during the term of the approved proposal, the Client requests the Contractor to supply or perform services beyond the scope of the approved proposal, and the Contractor agrees to perform those services, each such request shall be deemed a "Work Order" governed by and subject to the terms and conditions of this Contract. The Client, without invalidating the Contract, may request a Work Order, with the service cost being adjusted accordingly.

2. Any Work Order request is subject to agreement or denial by the Contractor. If agreed upon, any change in cost to the service will be the full responsibility of the Client and will be determined by the Contractor and specified through a Work Order.

VII. General Warranty

1. The Contractor warrants that all services, and/or work product under this Contract shall be completed in a manner consistent with standards in the industry; shall conform to the specifications set forth in this Contract and in the approved proposal; and shall be of good quality, with no material defects.

2. The Contractor warrants for a period of twelve (12) months following the last day of project completion, that any initial materials showing evidence of installation error or issue will be serviced and or/replaced, as deemed necessary by the Contractor, and adherent to the initial terms of this Contract. During the warranty period, the Contractor's sole obligation shall be to correct any material issues or malfunctions necessary to conform to the warranty, at no additional charge to the Client, and not complete anything that will add to or deviate from the original services outlined in the Contract. The Contractor shall have no liability under this warranty unless the Client notifies the Contractor in sufficient detail of the issues which the Client believes to be caused by an installation/material malfunction, and provides any information which the Contractor reasonably requests to identify and correct the error; shall have no liability

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Notes Continued...

under this warranty if the Client notifies the Contract of issues after the warranty period of 12 months, at which point the Contractor is under no obligation to service the installation without charge to the Client.

VIII. Cost Fluctuation Clause

1. Should there be any supply cost fluctuations prior to the scheduled start date that would result in a service cost change, the Client will be alerted to this change and the exact amount. The Client will be given the option to proceed with the adjusted cost, or to withdraw from the contract with full refund of any payments rendered for services not yet provided. Should a project exceed a period of 30 days to complete and any supply cost fluctuations occur that result in a material exceeding more than 10% originally quoted, the material cost will be passed through to the Client on their final bill.