

Terms and Conditions

- 1) Any deviation from agreed specifications and/or terms shall be by mutual agreement and shall be in writing. Payment for extra work and allowances for omissions shall be fixed in advance on demand by either party and shall be set forth in writing.
- 2) The contractor will carry worker's compensation insurance covering its employees and shall provide adequate public liability and property damage insurance protecting itself.
- 3) All material remains the property of the contractor until full payment has been received for job completion.
- 4) If the customer chooses to terminate the contract or abandon the project in any state of its development, the contractor shall be entitled to just and equitable compensation for all services performed on the customer's behalf up to the time of such notification.
- 5) All drawings and specifications, if any, remain the property of the contractor until the account is paid in full.
- 6) Quotations are valid for thirty (30) days.
- 7) This agreement is contingent upon weather, Acts of God, product availability, strikes, accidents or delays beyond our control.
- 8) The client/owner will be responsible for location/stake out of all property lines, underground wiring and piping (eg: cable, TV, gas, telephone, hydro, water, irrigation, lighting, etc.).
- 9) The contractor will not be responsible for claims or damages arising from the owners failure to properly locate property lines and/or utilities and other underground services.
- 10) In any garden renovation, some damage to existing irrigation and/or garden lighting systems may occur. While every reasonable precaution will be taken, contractor can not be held responsible for any damages incurred. In a garden reonvation of a large scale, contractor recommends the irrigation and/or lighting systems be redone to accommodate the new design.
- 11) The contractor shall not be responsible for any unforeseen circumstances which may result in damage to the landscape (ie: vandalism, Act of God, etc.).
- 12) The owner shall be responsible at cost for the removal of any obstruction which occurs during excavation. This could include buried rocks, stumps, foundations, etc.
- 13) **Guarantee:** All hard landscaping is guaranteed for one (1) year against defects in workmanship and materials from the time of completion.
- 14) Plant material supplied by the contractor is guaranteed for one (1) year from the time of acceptance provided that proper maintenance and protection has been performed (watering, weeding, cultivation, etc.). Exceptions are noted in Clauses 15, 16, and 17.

The warranty/guarantee is limited to a one-time, free of charge, repair and/or replacement of each item completed by the contractor, within the given time period only. Acts of vandalism and animal damage are not guaranteed.

- 15) The guarantee does not cover roses, annuals, bulbs, and any other tender plant material specifically noted herein:

- 16) Accounts must be paid in full before any replacements of materials under this guarantee are made.
- 17) The use of de-icing salt (calcium chloride) on walkways will void guarantees # 14 & 15. Use of alternative de-icing products are recommended.
- 18) During the guarantee period, the owner is responsible for the prevention of any damage to the landscaping.
- 19) **Payment Schedule & Terms:**

Residential:	25% on signing of contract 25% on commencement of project 50% on completion
Commercial:	Payment terms to be arranged with contractor.

Other: _____

Initials _____

No warranntty and/or guarantee work will be performed until payment in full is received. Balances outstanding for over ninety (90) days will void any warranties and/or guarantees. Outstanding balances will be charged interest at 2% per month.

TENDER PREQUALIFICATION FORM

SECTION A: COMPANY INFORMATION

Company Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Phone: _____ Fax: _____

Is this company a subsidiary of another company? If yes, name of company: _____

Bank Name: _____ Branch: _____

Phone: _____

SECTION B: ORGANIZATIONAL INFORMATION

Number of years in operation (Min. 3 years): _____

Is your company bondable?: Yes No Maximum bondable job (\$ value): _____

Member of Canadian Nursery Landscape Association: Yes No

Percentage of work by own forces (Min. 50%): _____

Percentage of company income generated in horticulture: _____

Has the company performed this type of work previously? Yes No

Has this company or any officer or partner ever failed to complete any work awarded? Yes No

SECTION C: INSURANCE INFORMATION

Workers Compensation Firm #: _____

Workers Compensation Group Code (enter appropriate code): _____

Amount of Insurance Carried: \$ _____

General Liability: \$ _____ Expiry Date: _____

Insurance Company: _____ Policy #: _____

Motor Vehicle Liability: \$ _____ Expiry Date: _____

Insurance Company: _____ Policy #: _____

Environmental Impairment (if applicable): \$ _____ Expiry Date: _____

Insurance Company: _____ Policy #: _____

SECTION D: REFERENCE INFORMATION

Clients serviced with in the last three (3) years:

Enter following information or attach separate list.

1. Name (Company/Municipality): _____
Contact Person: _____
Telephone: _____
Project Name: _____
Value of Project: _____ Date Completed: _____

2. Name (Company/Municipality): _____
Contact Person: _____
Telephone: _____
Project Name: _____
Value of Project: _____ Date Completed: _____

3. Name (Company/Municipality): _____
Contact Person: _____
Telephone: _____
Project Name: _____
Value of Project: _____ Date Completed: _____

4. Name (Company/Municipality): _____
Contact Person: _____
Telephone: _____
Project Name: _____
Value of Project: _____ Date Completed: _____

5. Name (Company/Municipality): _____
Contact Person: _____
Telephone: _____
Project Name: _____
Value of Project: _____ Date Completed: _____

SECTION E: AUTHORIZATION

Signature of Signing Officer: _____ Date: _____

Print Name: _____ Title: _____

Note: This document must be completed for the company to be considered for inclusion on the list of companies invited to bid.