

C O N T R A C T
2010 Operation Releaf Project

This Agreement entered into this 7^h day of April, 2010 by and between GardenArt of 5720 N CR 225 W West Lafayette, IN, (hereinafter called the "Contractor") and the City of West Lafayette (hereinafter called the "City").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

ARTICLE 1. Engagement.

The Contractor hereby agrees to provide, deliver and install plant material per the attached spreadsheet and do all things necessary to complete the 2010 Operation Releaf Project in West Lafayette, Indiana.

ARTICLE 2. Scope of Work.

The work involves the delivery and installation of plant material as specified in the attached quote and specification package.

ARTICLE 3. Product of the Work.

The Contractor will have completed the terms of this contract when the above mentioned work has been completed in accordance with the specifications, all required documentation has been submitted to the City and the work and documentation have been approved by the City.

ARTICLE 4. Payment.

The City agrees to pay the Contractor fifteen thousand two hundred dollars and fifty cents (\$15,200.50). For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. At the discretion of the city, partial payments, if any, will be made based upon the percentage of work completed and approved by the City. Payment will be made within thirty (30) days of submission of the invoice.

ARTICLE 5. Insurance and Bonding.

The Contractor shall have adequate insurance for this work as per the RFQ documents. Insurance coverage must include worker's compensation, liability insurance, and indemnification. Contractor shall have proper bond with the City of West Lafayette.

ARTICLE 6. Termination of Agreement.

In case the Contractor fails to furnish materials or execute work in accordance with the provisions of

this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Contractor, the City may send a written notice to the Contractor indicating he is in default of this Agreement. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Contractor shall be deemed in default, its right to proceed under the Agreement terminated, and the Agreement shall terminate.

ARTICLE 7. Indemnification.

The Contractor agrees to indemnify and hold harmless the City of West Lafayette and its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, and liens arising out of any act or omission by the Contractor or any of its officers, agents, employees, or subcontractors. Such indemnity shall include attorneys' fees, all costs, and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 8. Enforcement

Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

ARTICLE 9. Severance.

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

ARTICLE 10. Contract Documents.

The contract documents include this Agreement, proof of insurance and contractor's quote. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

ARTICLE 11. Records.

The Contractor will maintain proper records for review by the City.

ARTICLE 12. Date of Completion.

Work is to be substantially complete by June 1, 2010.

IN WITNESS WHEREOF, the Client and Contractor have executed this agreement of the dates shown below.

City of West Lafayette

GardenArt

By: Beverly J. Shaw

By: Dan Vawter

Beverly Shaw/Greenspace Administrator

Dan Vawter, President

Date: 4/8/10

Date 4/8/10

APPROVED:

DATE: _____

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

Attest:

Clerk-Treasurer Judith C. Rhodes

Street to plant on	House #	Quantity	Common Name	Latin	Cost	Total	Delivery to Barn	Comments
AAS-Salisbury & Lindberg	Lindberg	14	Corcepal's 'Moonbeam'		\$6.00	\$84.00	X	Tecumseh Kiwanis will plant
AAS-Salisbury & Lindberg	Lindberg	16	Hemerocallis 'Ruby Stella'		\$6.00	\$96.00	X	Tecumseh Kiwanis will plant
AAS-Salisbury & Lindberg	Lindberg	9	Rosa 'Red Flower Carpet'		\$22.50	\$202.50	X	Tecumseh Kiwanis will plant
AAS-Salisbury & Lindberg	Lindberg	12	Salvia 'May Night'		\$6.00	\$72.00	X	Tecumseh Kiwanis will plant
AAS-Salisbury & Lindberg	Lindberg	6	Juniperus 'Blue star'		\$21.00	\$126.00	X	Tecumseh Kiwanis will plant
AAS-Salisbury & Lindberg	Lindberg	5	Diarrhus 'Bath's Pink'		6	\$30.00	X	Tecumseh Kiwanis will plant
Salisbury Islands	Salisbury	27	Red Flower Carpet Rose		22.5	\$607.50	X	Ordered 3 extra
Salisbury Islands	Salisbury	12	Japanese Garden Juniper	Juniperus procumbens 'Nana'	18	\$216.00	X	Ordered 3 extra
Midway	Wiggins	12	Bayberry	Myrica pennsylvanica	32.5	\$390.00		Plant where Viburnum have died along the Wiggins Wall
Wiggins Wall	Wiggins	5	Dwarf Korean Lilac	Syringa meyeri 'Paillblin'	32.5	\$162.50		Plant where Viburnum have died along the Wiggins Wall
Wiggins Wall	Wiggins	5	Beautybush	Kolkwitzia amabilis	32.5	\$162.50		Plant where Viburnum have died along the Wiggins Wall
Wiggins Wall	Wiggins	6	Chokeberry	Aronia melanocarpa	32.5	\$195.00		Plant where Viburnum have died along the Wiggins Wall
Wiggins Wall	Wiggins	5	Cotoneaster	Cotoneaster divaricatus	\$32.50	\$162.50		Plant where Viburnum have died along the Wiggins Wall
		134						
Susong, John et al	Robinson	820	American hornbeam	Carpinus caroliniana	\$154.00	\$154.00		
Midway	Salisbury	4	Crabapple 'Sugar Tyme'	Malus 'Sugar Tyme'	122.5	\$490.00		2 are to replace hawthorns
Greenview Apartments	Litteton	2	Crusader Hawthorn	Crataegus 'Crusader'	\$137.50	\$275.00		between entrances to parking lot closer to Fowler
Howell, Gregory & Barbara	Robinson	1	Crusader Hawthorn	Crataegus 'Crusader'	\$137.50	\$137.50		
Gadient, John & Joan Ferrier	Dehart	224	Elm 'Homestead'	Ulmus 'Homestead'	\$137.50	\$137.50		OK. One of the little pears is still alive. Remove other.
Midway	Salisbury	4	Elm 'Homestead'	Ulmus 'Homestead'	\$137.50	\$550.00		
	Salisbury	1	Elm 'Homestead'	Ulmus 'Homestead'	\$137.50	\$137.50		Requires staking
Roger-Hogan, Richard & Nicole	Robinson	825	Elm 'Homestead'	Ulmus 'Homestead'	\$137.50	\$137.50		
Lang, William	Robinson	136	Elm 'Homestead'	Ulmus 'Homestead'	\$137.50	\$137.50		
Susong, John et al	Robinson	820	European hornbeam	carpinus betulus	\$137.50	\$275.00		
Prater, Jeffrey & Amy	Joshua Court	1	Freeman Maple	Acer x freemanii	\$137.50	\$137.50		
Lathrop, Scott	Robinson	124	Ginkgo	Ginkgo biloba	222.5	\$122.50		
	Marvick	1031	Ginkgo	Ginkgo biloba	\$227.50	\$455.00		
	Humboldt	3225	Hackberry	Celtis occidentalis	\$227.50	\$227.50		
Minissale, Joseph & Michael	Robinson	200	Honeylocust 'Skyline'	Gleditsia 'Skyline'	152.5	\$152.50		
Ichyama, Dennis	Litteton	450	Ivory Silk Tree Lilac	Syringa reticulata 'Ivory Silk'	\$137.50	\$275.00		
Brower, Jeff & Janice	Quincey	287	Ivory Silk Tree Lilac	Syringa reticulata 'Ivory Silk'	\$157.00	\$471.00		743-0440
Krueger, Daniel	Robinson	528	Ivory Silk Tree Lilac	Syringa reticulata 'Ivory Silk'	\$157.00	\$157.00		
Midway	Robinson	6	Juniperus ch. 'Keteleeri'	Juniperus ch. 'Keteleeri'	107.5	\$645.00		
Evelyn Madrey 743-9850	Ravina @ Ch	1	Katsura	Cercidiphyllum japonicum	\$190.00	\$190.00		Plant in center where evergreen died. Rootball may still be there
	Salisbury	2	London Planetree 'Ovation'	Platanus x acerifolia 'Ovation'	154	\$308.00		East side of Salisbury between LaGrange & Kalberer
	Salisbury	4	London Planetree 'Ovation'	Platanus x acerifolia 'Ovation'	154	\$616.00		East side of Salisbury north of Kalberer
Ogas, Joe & Dawn	N. Chauncey	719	Northern Red Oak	Quercus rubra	\$157.00	\$314.00		Ash in yard will eventually die so don't let it determine location
Gadient, John & Joan Ferrier	Dehart	224	Northern Red Oak	Quercus rubra	\$157.00	\$157.00		
Loudermilk, Janet	Robinson	517	Northern Red Oak	Quercus rubra	\$157.00	\$157.00		

Jasmond, Marcy	Robinson	229 Lincoln	1	1.5"	Northern Red Oak	Quercus rubra	\$157.00	\$157.00	Location TBD
EXTRA			1	1.5"	Northern Red Oak	Quercus rubra	\$157.00	\$157.00	
Wilson, Mike & Teresa	Matthew	4225 Matthew	1	1.5"	Northern Red Oak	Quercus rubra	\$157.00	\$157.00	
Midway			4	1.5"	Northern Red Oak	Quercus rubra	\$157.00	\$628.00	
		Tapawingo S	1	1.5"	Northern Red Oak	Quercus rubra	\$157.00	\$157.00	
Carl, Rich	Maple	485 Maple	1	1.5"	Redbud, single stem	Cercis canadensis	137.5	\$137.50	Space so it's evenly spaced with the existing redbud and the property lines. Tom Kessler got his permission
Gooder, Theima	Robinson	912 Robinson	3	1.5"	Robinson Crab	Malus 'Robinson'	\$122.50	\$367.50	
Prophet's Ridge Entrance			10	1.5"	Serviceberry, single stem	Amelanchier	137.5	\$1,375.00	x
Midway			2	1.5"	Shingle Oak	Quercus imbricaria	157	\$314.00	Installed in planting beds at entrances
Kalberer	Kalberer		3	1.5"	Spring Snow Crabapples on 'SproutFree' rootstock	Quercus imbricaria	122.5	\$367.50	
Midway			5	1.5"	Sweetgum	Liquidambar styraciflua	137.5	\$687.50	
Moyer, Bill	E. Stoddum	110 E. Stoddum	2	1.5"	Tulip	Liquidambar styraciflua	137.5	\$275.00	
Gadient, John & Joan Ferrer	Dehart	224 Dehart	1	1.5"	Tulip	Liquidambar styraciflua	137.5	\$137.50	
Blakesley, David & Julie	Robinson	815 Robinson	1	1.5"	Tulip	Liquidambar styraciflua	137.5	\$137.50	
Melner	W. Oak	311 W Oak	1	1.5"	Tulip	Liquidambar styraciflua	137.5	\$137.50	Just behind the sidewalk, centered
Stephanlan, Edic & Kerie	Robinson	906 Robinson	2	1.5"	Zelkova	Zelkova serrata	\$140.50	\$281.00	
								\$15,110.50	
					Trees				88

Gator bags filled through 2010
 Add compost to Salisbury & Lindberg Island
 Stakes available at the barn