

**C O N T R A C T**  
**2012 University Farm Planting Project**

This Agreement entered into this 24<sup>th</sup> day of April, 2012 by and between GardenArt, 5720 N CR 225 West, West Lafayette, Indiana (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 trees per the attached spreadsheet and do all things necessary to complete the 2012 University Farm Planting Project in West Lafayette, Indiana.

**ARTICLE 2. Scope of Work.**

The work involves the delivery and installation of 143 trees 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 Twenty six thousand one hundred forty dollars and no cents (\$26,140). For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. Partial payments 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. Insurance coverage must include workman'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, by written notice, shall be declared in default, his 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 in 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, 2011.

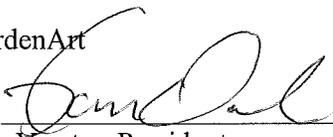
**IN WITNESS WHEREOF, the Client and contractor have executed this agreement on the dates shown below.**

City of West Lafayette

By: \_\_\_\_\_  
Beverly Shaw/Greenspace Administrator

Date: \_\_\_\_\_

GardenArt

By:  \_\_\_\_\_  
Dan Vawter, President

Date: 4/20/12

First Name	Last Name	Address	Tree Fund Rep	Street	Street to plant on	Quantity	Comments inc. location	NOTES Tree Species	Price	Total
PRF Lot				Covington		2	Covington & Hamilton	Bald Cypress	\$180.00	\$360.00
WLCSC Property along sidewalk to baseball fields						4		Bald Cypress	\$180.00	\$720.00
John	Mack	30	Jim	Clay Ct	Clay Ct	1	Center	Honey Locust	\$170.00	\$170.00
Sathish	Boini	3405	John	Crawford	Crawford	1		Honey Locust	\$170.00	\$170.00
Russell	Jones	3223	Jim	Elkhart	Elkhart	1	Right of Mailbox	Honey Locust	\$170.00	\$170.00
Thomas	Shorter	315		Hamilton	Hamilton	1		Honey Locust	\$170.00	\$170.00
John	Gorup	3325		Hamilton	Hamilton	1		Honey Locust	\$170.00	\$170.00
Daniel	Majewski	3500		Hamilton	Laporte	1	on side of house, careful not to interfere with view of stopsign	Honey Locust	\$170.00	\$170.00
Suresh	Jagannathan	3404	Jim	Jasper	Whitley	1	Right of drive on Whitley	Honey Locust	\$170.00	\$170.00
Dan	Ritchie	489	Jim	Lagrange	Lagrange	1	Left of drive. Wants clear view of park	Honey Locust	\$170.00	\$170.00
Edward	Gardner	605		LaGrange	Lagrange	1	beside sick maple to left of drive, 2nd one between maple and ash on city property	Honey Locust	\$170.00	\$170.00
Rao	Govindaiaju	921	Lynn	LaGrange	Lagrange	1	Is this too close to intersection?	Honey Locust	\$170.00	\$170.00
Soocheong	Jang	3358	Gretchen	Putnam	Putnam	1	on left of driveway	Honey Locust	\$170.00	\$170.00
James	Perrin	425		Ripley	Ripley	1		Honey Locust	\$170.00	\$170.00
Gary	Tragesser	3011	Mary Alice	Sullivan	Sullivan	1	Left of mailbox	Honey Locust	\$170.00	\$170.00
Brad	Parker	3103	Mary Alice	Sullivan	Sullivan	1	Left of drive and right of mailbox	Honey Locust	\$170.00	\$170.00
Ji	Yi	3132	Mary Alice	Sullivan	Jennings	1	Left of drive	Honey Locust	\$170.00	\$170.00
Takamasa	Ryuzoji	825	Lynn	Warrick	Warrick	1	on left boundary	Honey Locust	\$170.00	\$170.00
Jeffrey	Bougher	836	Lynn	Warrick	Warrick	1	right of front sidewalk	Honey Locust	\$170.00	\$170.00
Julie	Kercher	3145	Lynn	Covington	Covington	1	left of mailbox and driveway	Ky Coffee	\$185.00	\$185.00
David	Choi	3416		Covington	Covington	1		Ky Coffee	\$185.00	\$185.00
Thomas	Westbrook	3319		Crawford	Crawford	1		Ky Coffee	\$185.00	\$185.00
Judith	Buchman	3448	Gretchen	Hamilton	Hamilton	1	right of drive, near large ash	Ky Coffee	\$185.00	\$185.00
Cedric	Durkes	3312	Jim	Jasper	Jasper	1	Center of lot near mailbox	Ky Coffee	\$185.00	\$185.00
Marilyn	Wood	251	Mary Alice	Jennings	Jennings	1	Right of drive	Ky Coffee	\$185.00	\$185.00
John	Rodkey	504	Lynn	Lagrange	Lagrange	1	All other street trees ash	Ky Coffee	\$185.00	\$185.00

Kevin	Haehl	700	Lynn	LaGrange	LaGrange	1	left side	Ky Coffee	\$185.00	\$185.00
Shaun	Twomey	3425	Gretchen	Morgan	Hamilton	1	right of crabapple tree	Ky Coffee	\$185.00	\$185.00
Gary	Douglas	220		Newton	Newton	1		Ky Coffee	\$185.00	\$185.00
Kevin	Kelly	714		Pike	Dubois	1		Ky Coffee	\$185.00	\$185.00
Tab	Boaz	417		Ripley	Ripley	1		Ky Coffee	\$185.00	\$185.00
Robert	Enerson	3003	Mary Alice	Sullivan	Hamilton	1	Left of drive on Hamilton	Ky Coffee	\$185.00	\$185.00
Commercial	Brokers	3075	Mary Alice	Sullivan	Sullivan	1	Left of Drive	RENTA Ky Coffee	\$185.00	\$185.00
Kevin	Aly	3221	Lynn	Covington	Pike	1	? maple on adjoining lot 20' over? (can't read)	Northern Red Oak	\$195.00	\$195.00
Wabash Valley Education	Isbell	3000	Mary Alice	Decatur	Decatur	1	Right of drive	Northern Red Oak	\$195.00	\$195.00
Isaac	Fleeter	3040	Mary Alice	Decatur	Decatur	1	left of drive	Northern Red Oak	\$195.00	\$195.00
Aldas	Kennedy	3127	Mary Alice	Decatur	Decatur	1	Left of drive	Northern Red Oak	\$195.00	\$195.00
Robert	Demarco	3309		Hamilton	Hamilton	1	WANTS ADDTL TREE. ADD TO MAP	Northern Red Oak	\$195.00	\$195.00
Mario	McNamara	3432	Lynn	Hamilton	Hamilton	1	Far Right property line	Northern Red Oak	\$195.00	\$195.00
Dawn	Yocum	3464	Gretchen	Hamilton	Hamilton	1	left of drive, no existing trees	Northern Red Oak	\$195.00	\$195.00
James	Morales	3496	Gretchen	Hamilton	Laporte	1	plant between first two ash trees	Northern Red Oak	\$195.00	\$195.00
Kim	Penney	240	Mary Alice	Jennings	Jennings	1	Left of mailbox	Northern Red Oak	\$195.00	\$195.00
Yoon	Hazbun	501	Lynn	Lagrange	LaGrange	2		Northern Red Oak	\$195.00	\$390.00
Rao	Morris	516	Lynn	Lagrange	Lagrange	2	Left of drive. Wants 2 not 3. Keep away from school crossing signs . And stop sign?	Northern Red Oak	\$195.00	\$390.00
Sanford	Govindaiaju	921	Lynn	LaGrange	Salisbury	1	south	Northern Red Oak	\$195.00	\$195.00
Tony	Douglas	220	Mary Alice	Newton	Sullivan	1	Left of drive	Northern Red Oak	\$195.00	\$195.00
Les	Kriauciunas	3366	Gretchen	Putnam	Putnam	1	to the right of large ash tree	Northern Red Oak	\$195.00	\$195.00
Robert	Campbell	3435	Gretchen	Putnam	Putnam	1	driveway is on Hamilton, 2 trees on Putnam side	Northern Red Oak	\$195.00	\$195.00
Richard	Lehnert	409	Lynn	Ripley	Ripley	1	Wants Ash replaced NOW. Issue of property lines. Lynn needs to clarify?	Northern Red Oak	\$195.00	\$195.00
Beth	Enerson	3003		Sullivan	Sullivan	1	Right of frontwalk on Sullivan	Northern Red Oak	\$195.00	\$195.00
Helen	Forbes	3111	Mary Alice	Sullivan	Sullivan	1	Left of drive	Northern Red Oak	\$195.00	\$195.00
James	Bernard	181	Lynn	Vigo	Vigo Court	1	or more- along curve, cul de sac- yellow post is gas co?	Northern Red Oak	\$195.00	\$195.00
Michael	Hallberg	733	Lynn	Warrick	Warrick	1		Northern Red Oak	\$195.00	\$195.00
Robert	Ha	828	Lynn	Warrick	Warrick	1	plant between 2 stumps	Northern Red Oak	\$195.00	\$195.00
Wabash Valley Education		3061		Benton		1	Wabash Valley Education	Northern Red Oak	\$195.00	\$195.00

Wabash Valley Education	Lillianfeld	3016	Lynn	Benton	Benton	1	Left of Drive	Swamp White Oak	\$180.00 \$180.00
Zhiyuan		3061	Lynn	Benton	Benton	1	Wabash Valley Education	Swamp White Oak	\$180.00 \$180.00
Rao	Theobald	3080		Benton	Hamilton	1		Swamp White Oak	\$180.00 \$180.00
Ronald	Ellis	3428	Gretchen	Boone	Boone	1	near prop. Line w/3420 Boone	Swamp White Oak	\$180.00 \$180.00
David	Chodavarapu	3351		Crawford	Crawford	1		Swamp White Oak	\$180.00 \$180.00
Derrick	Pennell	3111	Mary Alice	Decatur	Decatur	1	Right of drive	Swamp White Oak	\$180.00 \$180.00
Suresh	Desenfants	3207	Jim	Elkhart	Clay Ct	1	On Clay Ct near Elkhart	Swamp White Oak	\$180.00 \$180.00
Edward	Winterhalter	323		Hamilton	Hamilton	1		Ok with Swamp White Oak	\$180.00 \$180.00
Daniel	Yocum	3464	Gretchen	Hamilton	Hamilton	1	left of drive, no existing trees	Swamp White Oak	\$180.00 \$180.00
WLCSC Property along sidewalk to	Jagannathan	3404	Jim	Jasper	Jasper	1	North end of lot on Jasper	Swamp White Oak	\$180.00 \$180.00
Timothy	Bergstrom	407		Jennings	Sullivan	1		Swamp White Oak	\$180.00 \$180.00
Jeffrey	Gardner	605	Gretchen	LaGrange	LaGrange	1	beside sick maple to left of drive, 2nd one between maple and ash on city property	Swamp White Oak	\$180.00 \$180.00
Donald	Park	816	Lynn	LaGrange	LaGrange	1	left of drive	Swamp White Oak	\$180.00 \$180.00
Ronald	Li	3321	Gretchen	Morgan	Morgan	1	left of 2 ash trees	Swamp White Oak	\$180.00 \$180.00
Mark	Scott	750	Lynn	Noble	Noble	1	mailbox	Swamp White Oak	\$180.00 \$180.00
Jia			Lynn	Park	Hamilton	1	Before Intersection W/ Lagrange	Swamp White Oak	\$180.00 \$180.00
Les	Lee	3326	Gretchen	Putnam	Putnam	1	no trees currently, possibly plant 2	Swamp White Oak	\$180.00 \$180.00
Warn	Besonen	414		Ripley	Ripley	1		Swamp White Oak	\$180.00 \$180.00
Stephen	Shipley	3019	Mary Alice	Sullivan	Sullivan	1	Lot line w/ 3011--two lg ash currently there	Swamp White Oak	\$180.00 \$180.00
James	Olson	3056	Mary Alice	Sullivan	Sullivan	1	Near lot line w/3064. Northernmost edge of the property	Swamp White Oak	\$180.00 \$180.00
Bruce	Bernard	181	Lynn	Vigo	Vigo Court	1	or more- along curve, cul de sac- yellow post is gas co?	Swamp White Oak	\$180.00 \$180.00
Daniel	Bougher	836	Lynn	Warrick	Covington	1	left of drive- has ash trees	Swamp White Oak	\$180.00 \$180.00
Prasad	Bagstad	3362	Gretchen	Boone	Boone	1	between 2 ash trees	Sweet Gum	\$190.00 \$190.00
Robert	Gabel	3205	Lynn	Covington	Covington	1	left of driveway	Sweet Gum	\$190.00 \$190.00
Gregg	Gotwals	3345		Covington	Covington	1		Sweet Gum	\$190.00 \$190.00
Reuben	Huston	3437		Crawford	Crawford	1		Sweet Gum	\$190.00 \$190.00
Cedric	Broughton	3135	Mary Alice	Decatur	Jennings	1	Right of drive	Sweet Gum	\$190.00 \$190.00
Helen	Hummels	3027		Hamilton	Ripley	1		Sweet Gum	\$190.00 \$190.00
Jason	Demarco	3309		Hamilton	Hamilton	1		Sweet Gum	\$190.00 \$190.00

James	Steuterma	608	Lynn	LaGrange	LaGrange	1	right of driveway	Sweet Gum	\$190.00 \$190.00
Mohamed	Govindaiaju	921	Lynn	LaGrange	Salisbury	1	north on property	Sweet Gum	\$190.00 \$190.00
Matthew	D'hue	3395	Gretchen	Putnam	Putnam	1	to right of driveway near large ash	Sweet Gum	\$190.00 \$190.00
Willis	Campbell	3435		Putnam	Putnam	1	driveway is on Hamilton, 2 trees on Putnam side	Sweet Gum	\$190.00 \$190.00
John	Brehm	3051	Mary Alice	Sullivan	Sullivan	1	Left of drive	Sweet Gum	\$190.00 \$190.00
John	Silvian	3100	Mary Alice	Sullivan	Sullivan	1	Interplanted between Ash	Sweet Gum	\$190.00 \$190.00
Lucian	Barnes	804	Lynn	Warrick	Warrick	1	right side- have 2 ash trees	Sweet Gum	\$190.00 \$190.00
Andrew	Xu	833	Lynn	Warrick	Warrick	1	left of drive	Sweet Gum	\$190.00 \$190.00
Parashar	Theobald	3080		Benton	Hamilton	1	Left of driveway	Tulip	\$170.00 \$170.00
Julianne	Dave	3305	Lynn	Covington	Pike	1	closer to Salisbury	Tulip	\$170.00 \$170.00
	Kim	3332		Covington	Covington	1		Tulip	\$170.00 \$170.00
Young	Lazaros, Trustee	3210	Lynn	Crawford	Crawford	1	maybe 2- right of driveway- other trees are ash	Tulip	\$170.00 \$170.00
Daniel	Ramani	3421		Crawford	Crawford	1		Tulip	\$170.00 \$170.00
Brad	Jeziarski	3048	Mary Alice	Decatur	Decatur	1	Left of drive	Tulip	\$170.00 \$170.00
Michael	Esman	320	Mary Alice	Hamilton	Decatur	1	Left of drive	Tulip	\$170.00 \$170.00
Rosario	Rezek	3405	Lynn	Hamilton	Hamilton	1	Rt of Mailbox	Tulip	\$170.00 \$170.00
Christopher	Zacharias	3516		Hamilton	Hamilton	1		Tulip	\$170.00 \$170.00
Shahid	Bell	216	Mary Alice	Jennings	Jennings	1	Left of Drive	Tulip	\$170.00 \$170.00
Keith	Xu	412	Mary Alice	Jennings	Elkhart	1	Right of drive	Tulip	\$170.00 \$170.00
Sherry	Goode	805	Lynn	LaGrange	LaGrange	1	Don't plant left of drive. Instead, plant in space created where homeowner will move tiny	Tulip	\$170.00 \$170.00
Wabash Valley Education	Capano	832	Lynn	LaGrange	LaGrange	1	left of drive	Tulip	\$170.00 \$170.00
James	Twomey	3425	Gretchen	Morgan	Morgan	2	left and right of drive	Tulip	\$170.00 \$340.00
John	Rade	811	John	Pike	Pike	1	on lot line between 3323 & 3331	Tulip	\$170.00 \$170.00
Shaun	Adams	3323	Gretchen	Putnam	Putnam	1	on lot line between 3323 & 3331	Tulip	\$170.00 \$170.00
Wenhong	Ohland	50	Jim	Steuben Ct	Stuben Ct	1	Center	Tulip	\$170.00 \$170.00
Gregg	Dalton	3032	Mary Alice	Sullivan	Sullivan	1	Left of drive + on court	Movec Tulip	\$170.00 \$170.00
Larry	Parker	3103	Mary Alice	Sullivan	Sullivan	1	Left of drive and right of mailbox	Tulip	\$170.00 \$170.00
	Ahsan	717	Lynn	Warrick	Warrick	1	right- have 2 ash trees	Tulip	\$170.00 \$170.00
Brant	Macdonald	809	Lynn	Warrick	Warrick	1	L & R of mailbox- have two ash trees	Tulip	\$170.00 \$170.00

