



68 S. Service Rd, Suite 100 Melville NY 11747  
Tel/Text: 516-806-0017

May 13 2024

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147 Beverly Rd Huntington Station

### Landscaping Projects

#### **Plant Design Pool Area**

Remove and dispose old unwanted plants

Plant the following:

4x Large cyprus spirals

2x Blue moss pom pom

8 x Forest Grass

4 x large square boxwoods

8 x shrubs

Cape jewels

Chinese Pink

Snapdragons

Ivy (ground cover)

Pansies

Heucheras

Boulder

Extension of patio (4 feet wider on each side)

**Price \$19,945**

#### **Plant Design Front Porch Area**

Remove and dispose old unwanted plants

25X Medium size boxwoods

Purple Palace

Cape Jewels

Snapdragons

Chinese pinks  
**Price \$9,375**

**\$29,320**

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### Construction Management Agreement

This Agreement is made and specifies the terms of the Agreement between Landscaping Landscaping, LLC, as Construction Manager, whose address is 68 S Service Rd, Suite 100, Melville NY 11747 and the property owner(s) or property owner(s)'s agent(s), collectively referred to herein as "Homeowner" to supervise the construction project described in the proposal attached hereto and made a part hereof.

NOW THEREFORE for good and valuable consideration the parties hereby agree as follows:

- The Project Price stated in this proposal.
- The scope of the Project is attached hereto and shall be incorporated into this Agreement.
- The parties agree and understand that the Construction Manager shall not perform the work and labor contemplated by this agreement, and therefore, the parties further agree that the Construction Manager shall arrange for one or more contractors to perform the work required for the completion of the job, and that all of the terms of this agreement shall inure and be binding between Homeowner and Construction Manager as if Construction Manager had made such installation without the assistance of such contractors. Compliance with the terms of this agreement by said contractors shall constitute compliance by the Construction Manager.

The Construction Manager shall be solely responsible for proper management, supervision and completion of the Project. • The Project price shall be paid by the homeowner as follows:

- a. The Homeowner shall pay, as a good faith deposit, thirty percent (30%) of the Project Price to the Construction Manager upon the signing of this Agreement; and
- b. The Homeowner shall subsequently pay the cost of all materials used in construction plus delivery and handling costs, the wages of all workers for the actual time spent on the job, and the cost of all contractors. Said cost of all materials used in construction plus delivery and handling costs, the wages of all workers for the actual time spent on the job, and the cost of all contractors shall be paid by the Homeowner directly to the contractors.

Construction Manager shall ascertain that all workers and contractors have valid licenses to perform the required services under this Agreement as well as all required insurances. Construction Manager shall promptly deliver said licenses and certificates of insurance to Homeowner at Homeowner's request.

In the event there are any conditions not apparent or disclosed and which require additional work by the contractor, the Homeowner hereby agrees to pay the Construction Manager and the contractors the reasonable value of such additional work in order to complete the job herein contemplated.

Construction Manager and contractors shall not be responsible for damage to underground sprinkler lines, electric lines, or similar apparatus, unless specifically disclosed and marked out by Homeowner to contractors. In addition to the payment set forth herein, Homeowner agrees to be liable for and to pay any excise, property, or other taxes and assessments which may be imposed by virtue of the job, and to be responsible for the payments of all registration fees, licenses, permit fees, variance fees and costs, and fines which may be imposed by Federal, State, County, or local municipal authorities unless caused by the negligence of the Construction Manager or contractors.

The Construction Manager has the right to start, complete or correct, as the case may be, any project within sixty (60) days of the originally agreed upon start or completion date. Start or completion, as the case may be, of any project within said sixty (60) day period shall be deemed timely performance hereunder.

Construction Manager shall use all reasonable efforts to complete the Job in a timely manner from the date of the initial project start and start payment is received by the Construction Manager from the homeowner, however it is understood and agreed that completion of the Job is subject to fires, floods, lockouts, litigation, failure of facilities, equipment failure, interruption of orderly completion due to electrical failure, war acts of God, rain, snow, or any other reasonable cause beyond the control of the Construction Manager, and in this regard, the Homeowner hereby expressly releases the Construction Manager for any liability for any of the foregoing causes, but, in that event, Construction Manager hereby undertakes to complete the Job as soon as may be practicable after such date.

This Agreement shall be governed by, interpreted under and construed in accordance with the laws of the State of New York applicable to Agreements made and to be performed within the State of New York without giving effect to principles of conflicts of laws thereof.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**YOU, THE HOMEOWNER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date: