

# MANDY'S SPRING NURSERY

1637 County Route 28 Granville, NY 12832  
(518) 642-3676 Fax (518) 642-1369  
[www.mandynursery.com](http://www.mandynursery.com)

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Site: -

Email: -

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Thank you again for your interest in our Design / Build services. We appreciate the value you place in planning and forethought, and we truly believe that your property will be both more beautiful and more valuable for your having participated in our Design Process.

We start our Process with your acceptance of this proposal for design work. The estimate for the cost is presented in the form of a "Letter of Agreement" and is accompanied by a worksheet which details our estimated use of time as well as rates for other possible design and professional services. The agreement is intended to be a simple contract of understanding and intent between yourself and Mandy's Spring, and serves to clarify the services and charges that will be incurred.

The letter of agreement does not bind you to construction or installation work, and we are proceeding with the same understanding. We believe that our professional services will stand on their own merit, and that once you have seen the results of our Process you will choose us as your constructor as well!

Please call us with any questions you may have regarding this proposal.

It is certainly our love of the creative process and the thrill in seeing a beautiful plan come together that makes our profession so satisfying to us, so we are looking forward to making this happen again, at your property! Thank you again.

Sincerely,

Todd M. Smith  
President, Principal Design Division





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## Letter of Agreement For Preliminary Landscape Conceptual Design and Budgeting

Date: -  
Client: -  
Address: -  
-  
Site Address: -  
Client Phone: -  
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In order to assure there is a clear understanding between our client and our office, it is our normal procedure to prepare a Letter of Agreement that outlines the extent of our services and the responsibilities of our client. This letter shall constitute the complete and total agreement between yourselves ("Owner" or "Client") and Mandy's Spring Farm Nursery, Inc. ("Mandy's" or "Designer" or "MSFN").

### **SERVICES TO BE PROVIDED BY "MANDY'S":**

Our purpose is to facilitate the thoughtful and creative development of a Conceptual Schematic Landscape plan, specifically, a  
Property Conceptual Master Plan

We will provide the following as part of this agreement:

- 1) Time necessary for project support (e.g. property measurements, site visits, client meetings, educational assistance, research for design, etc.)
- 2) Drafting of a schematic landscape and hardscape concept tailored to your personalities and lifestyle.
- 3) Preliminary design presentation, using a "rough" plan view design. This presentation offers you the opportunity to give feedback and help make the design fit your budget.
- 4) Presentation of revised schematic landscape design concept. Design will show house located on lot with structures labeled and conceptual planting scheme.
- 5) Specific details/drawings relevant to your project:

Scale drawing of property showing boundaries, property lines and major structures and infrastructure.

Specifically, scale drawing of location garden at:

Conceptual hardscape elements such as walls, walks, patios, terraces and driveways

Conceptual schematic showing major trees and shrubs, structural plantings and general garden areas

Detailed Planting Plans, with plant varieties, quantities, planting size, symbols and key

Detailed landscape irrigation, landscape lighting, and utilities plan.

Detailed grading and site development plan

**PLEASE NOTE:** Unless specifically noted, Detailed Design/Construction drawings of structures, Landscape Elements and/or like detailed elements are not normally a part of our Conceptual Schematic Plan agreements. If and when you require such detailed drawings these can be prepared for an additional fee. Please see hourly fee schedule on the "worksheet" page provided.



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### **CLIENT RESPONSIBILITIES:**

The Client agrees to provide Mandy's with the following information, input and time:

1. Provide "Mandy's" with a Design Scope and Project Goals. Provide MSFN Design Staff with "Style Materials", such as photographs, magazine clippings, and photo images which accurately represent the Clients preference and style in regards to garden and structural elements.
2. Furnish "Mandy's" with exact data of the site to include the metes and bounds of the property, the existing structures to scale and the location on the property, architectural drawings, furnish topographic information and the location of easements, setbacks and utilities.
3. Furnish "Mandy's" with any pertinent information that describes restrictions imposed on the property, including permit restrictions.
4. In order to avoid delay in the orderly progress of work; if required, designate an authorized representative to review plans, materials and correspondence (contracts, change orders, etc.) in a timely manner and respond with written approval or rejection.
5. Make payments to "Mandy Spring Farm Nursery Inc." as outlined in this agreement.
6. Client shall pay fees for permits, licenses, and inspections, and applications preparation.
7. Provide that all persons involved in decision making attend scheduled meetings at The Studio and at the Residence and provide active input to MSFN Design Staff.

### **Fees**

The Design Process work can be performed on a lump sum basis plus+ reimbursable expenses or on an hourly basis plus+ reimbursable expenses, depending on client needs and the nature of the project.

### **Lump Sum Fee**

All work that is indicated in "Services to be provided by Mandy's " section of this agreement will be completed for the lump sum total of : N/A

### **Hourly Estimate, Not to Exceed:**

The ESTIMATE for the professional work indicated in "Services" section is : \$ 1,317.50

All work performed on an hourly basis will be invoiced as illustrated below:

Principal Designer or Engineer	\$110.00
Landscape Designer	\$65.00
Draftsperson	\$50.00
On-Site Work	\$65.00
Administrative Assistant Work	\$45.00

It is clearly understood that Mandy's will not exceed the amount of the estimate without first obtaining the Client's express consent.



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### REIMBURSABLE EXPENSES:

The following reimbursable expenses will be charged at 1.3 times the amount expended to cover the costs of processing, billing, etc.

- Work performed by consultants
- Travel expense beyond a 50 mile radius of Mandy's Spring Farm Nursery, Inc.
- Professional survey, engineer services, etc.
- Additional prints or sepias (Note: 2 large format prints per plan are included in the design fee.)
- Direct costs to job, such as long distance telephone charges, photocopy enlargements, excessive color printing, excessive color printing, overnight freight charges, and etc.
- Zoning, Site Plan Review, Building Permit presentation (s) including but not limited to submittal fees (i.e. design review board meeting), permits, licenses, and inspections.

### TERMS:

A retainer of \$ **\$658.72** and the signed original of this Letter of Agreement are to be forwarded to Mandy's Spring Farm Nursery, Inc. The Client retains a copy of the Letter of Agreement for his records. The balance of \$\_\_ Balance of Design Fee, or \$\_\_\_\_\_ is due upon completion and presentation of the revised conceptual plan, unless other arrangements have been made in advance, and in writing. Any unused retainer balance will be credited toward construction of the project. If design hours exceed retainer amount, the additional amount will be invoiced net 15 days. Amounts not received in a timely manner will be subject to a charge of 1.5% monthly interest rate. Necessary costs and expenses of collection, including reasonable attorney's fees, shall be borne by the Client.

### PHOTOGRAPHS:

"Mandy's" reserves the right to photograph any and all aspects of the project and to use those photographs for advertising purposes, project management documentation, award submittals, etc. All photographs become the sole property of Mandy's Spring Farm Nursery, Inc.

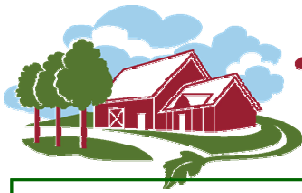
### Signatures

The parties undersigned here agree to provide the services, information and payments as described in this Letter of Agreement.

Representative of Mandy Spring Farm Nursery Inc. \_\_\_\_\_ Date \_\_\_\_\_

Client / Owner or Representative: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_



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## Conceptual Planning and Landscape Design

### *Fee Worksheet and Estimator*

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#### **General Conceptual Planning and Drawing Representation**

On-Site Analysis	1	\$	32.50	\$	32.50
Base Map Development	1	\$	50.00	\$	50.00
Conceptual planning	8	\$	65.00	\$	520.00
Includes time for conceptual and creative exploration, CAD drawing time, research, rough budgets, and etc.	0	\$	110.00	\$	-
Initial Perspective or Elevation Sketches	2	\$	65.00	\$	130.00
If required, time allowed for artist's conceptual drawing in elevation view.					
Schematic Master Plan	4	\$	65.00	\$	260.00
Final concept plan view representation, preparation of initial client program,	0	\$	110.00	\$	-

#### **Detailed Representations for Submittal or Construction**

Drainage, Stormwater, and Grading Plan and Details	0	\$	65.00	\$	-
Charges will be accrued if drawings required by client for review/submittal. No charges for in-house construction shop drawings					
Construction Layout / Shop Drawings	0	\$	65.00	\$	-
Charges will be accrued if drawings required by client for review/submittal. No charges for in-house construction shop drawings					
Construction Details and Drawings	0	\$	65.00	\$	-
Charges will be accrued if drawings required by client for review/submittal. No charges for in-house construction shop drawings					
Planting Plan Preparation	3	\$	65.00	\$	195.00
Plan & Materials Specifications for Review or Submittal	0	\$	50.00	\$	-
Exterior Lighting Plan	1	\$	65.00	\$	65.00
Landscape Irrigation Plan	1	\$	65.00	\$	65.00
Architectural Renderings:	0	\$	65.00	\$	-
Permit / Variance / Site Plan Review - Preparation	0	\$	65.00	\$	-
Presentation at Board / Review Meetings	0	\$	110.00	\$	-

Total of Hourly Estimate \$ 1,317.50  
 Total of Reimbursable Expenses \$ -

**TOTAL DESIGN ESTIMATE \$ 1,317.50**

#### **Reimbursable Expenses Estimate**

\$ - Soil Analysis	\$ - Custom Material Acquisition
\$ - Professional Survey / Topo	\$ - Public Research / Research
\$ - Tree Survey	\$ - Travel and Lodging Expenses
\$ - Additional Prints	\$ - Postage / Shipping Expenses
\$ - Horticultural / Arboriculture Consult	\$ - Aerial Photography
\$ - Engineering Consultation	\$ - Project Modeling



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## ***Landscape Design Development Process***

The Process whereby we develop your landscape master plan includes a lot of you! We recognize that the ultimate product will be only as good as our communication link is with you. Our goal is to get “inside your head” with regards to your lifestyle, tastes and your dreams. We view our role as facilitators and guides, serving to inspire, excite and lead you into making the best decisions for your property and gardens!

Here is a basic outline of our Process.

### **Process Points and Meetings**

1. **Qualification Meeting:** Introduction to our design and build processes.
2. **Acceptance of Design Proposal:** Signature (s) and remittance of 50% retainer.
3. **Documentation Retrieval:** Client provides loaner copies of site plan/survey, architectural plans, and information regarding any deed or zoning restrictions.
4. **Site Visit:** Site analysis; record basic features and layout, record general topography, photograph site.
5. **Client Input:** The “Idea Meeting” at our design studio. This initial meeting will focus on your personal style (and dreams!) which will help us on our way to creating a complete conceptual vision of the property. Client provides as many pictures and magazine “cutouts” as possible in order to communicate to us more of your vision. The goal of this meeting is to create a Photographic Outline of your style in gardens and garden elements.
6. **Preliminary Design Presentation:** Using a “rough” plan view design, we present our vision for your property. The goal of this meeting is to communicate to you our vision and the dynamics of your property as we see it. We will seek candid feedback and reaction from you. We will have an open discussion regarding project budgets and the effect of Elements, Detail, and Construction Method on the total cost of the project.
7. **Presentation of Revised Schematic Landscape Design Concept:** Plan drawing showing the home and other existing structures complete with all proposed hard material and structural elements, all proposed gardens with conceptual planting scheme representation. Final version will be hand rendered and include a bound Project Program.

### ***Notes:***