

Proposal 45-20-10

Contract Number: 45-0430-00

Date: April 13, 2026

Job Name: Grand Panama Tower 1

Job Address: 11800 Front Beach Rd
Panama City Beach FL 32401

Contact: Shelley Richards



SCOPE OF WORK

Perform repairs to Tower 1 found during irrigation audit. Includes labor and material. ****Note**** Technician did not see Zone 3 when auditing. Hours will be presented separately to investigate.**

DESCRIPTION	SIZE	QTY
Slipfix	1"	1
Coupling	1"	1
Nozzle	Standard	4
Installation	HRS	2.5

The proposal above includes the following specifications:

- Zone 1- 1 Broken Lateral Line
- Did not see Zone 3
- Zone 5- 2 Nozzles
- Zone 7- 1 Nozzle
- Zone 10- 1 Nozzle

PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

TOTAL COST: \$260.50

Project Total: \$260.50

TERMS AND CONDITIONS

1. COMPLIANCE AND QUALIFICATIONS

Russell Landscape Group ("RLG") agrees to perform all work in accordance with the written terms, specifications, drawings, and scope outlined in the Agreement. All materials furnished shall comply with bid specifications and applicable industry standards.

RLG will assign qualified representatives with appropriate experience in landscape installation, enhancement, irrigation, and related services. All personnel shall be competent, properly trained, and presentable at all times.

2. LICENSES, PERMITS, TAXES, AND INSURANCE

RLG shall maintain all licenses and permits required by local, state, and federal authorities. RLG shall pay all applicable taxes, including sales tax where required on materials supplied as part of the work.

RLG maintains, at minimum:

- General Liability Insurance
- Automotive Liability Insurance
- Workers' Compensation Insurance
- Any additional insurance required by written agreement

Certificates of insurance may be provided upon request.

3. LIABILITY AND SUBCONTRACTORS

RLG shall not be liable for damages caused by the Customer, the Customer's agents, or third parties. RLG reserves the right to engage qualified subcontractors for specialized functions or work requiring specialized equipment. All subcontracted work shall remain subject to RLG quality standards and supervision.

4. ADDITIONAL SERVICES, CHANGE ORDERS, AND JOBSITE ACCESS

Change Orders: Any work outside the agreed scope that results in additional cost shall be performed only with a written and approved change order.

Access: Customers shall provide RLG with access to all portions of the jobsite necessary to perform the work and shall furnish utilities, including water and electricity, where required.

Underground Clause: Russell Landscape Group shall contact the applicable utility locate service (811 / Dig Safe) prior to excavation in accordance with state requirements and will exercise reasonable care when working near marked public utilities.

Russell Landscape Group shall not be responsible for damage to underground or concealed utilities, irrigation systems, wiring, piping, foundations, or structures that are unmarked, unknown, incorrectly located, improperly marked, or not reasonably discoverable prior to commencement of work.

The Customer is responsible for identifying and disclosing the location of all private utilities, including but not limited to private irrigation lines, low-voltage wiring, drainage systems, private gas lines, and private communication lines such as cable and internet services extending from junction points to individual units or structures. This responsibility includes either providing accurate location information prior to work, authorizing Russell Landscape Group to furnish a proposal for private utility locating services or accepting responsibility for repair costs associated with damage to undocumented or improperly marked private utilities.

If subsurface conditions are encountered that differ materially from those reasonably anticipated, including but not limited to ledge rock, large boulders, buried debris, or other obstructions that cannot be removed using the standard equipment or methods intended for the scope of work, Russell Landscape Group shall notify the Customer. A change order shall be issued for additional labor, equipment, specialty services, or alternative solutions required to proceed. Depending on site conditions and feasibility, such change order may include removal of the obstruction using specialized equipment or services, or relocation of plant material, structures, or installations to a more suitable location as approved by the Customer.

Custom Designs, Design Ownership and Use: All designs, drawings, plans, details, specifications, and related documents prepared by Russell Landscape Group ("RLG") remain the sole property of RLG unless otherwise agreed to in writing.

If the Customer does not enter a contract for construction or installation with RLG, the Customer may not reproduce, share, distribute, or use such designs for construction or pricing by others without RLG's prior written consent.

Unauthorized use of RLG designs may result in additional charges or legal action to protect RLG's intellectual property rights.

Site Conditions and Owner Responsibilities: The Customer is responsible for maintaining the job site in a condition that allows Russell Landscape Group to perform work safely and efficiently.

If site conditions, obstructions, debris, or access limitations not caused by RLG prevent work from proceeding as scheduled, RLG reserves the right to delay work and/or issue a change order for additional labor, mobilization, or standby time required as a result.

5. GENERAL WARRANTY PROVISIONS

All warranties provided herein apply only to the specific services included in the approved scope of work. Warranties do not apply to adjacent systems, interconnected components, or site conditions outside the contracted scope.

Replacement or repair of any item under warranty shall not extend or restart the original warranty period. Replacement items carry only the remaining balance of the original warranty term.

No individual is authorized to extend, modify, or alter warranty terms unless approved in writing by an authorized representative of RLG.

6. MAINTENANCE RESPONSIBILITY AND WARRANTY APPLICABILITY

Warranty coverage applies to installation defects and workmanship only. Warranty does not apply to failures resulting from lack of routine inspection, irrigation schedule adjustments, pest and disease monitoring, fertilization, or other activities typically associated with professional landscape maintenance.

When Russell Landscape Group provides ongoing landscape maintenance services for the property:

- Warranty coverage shall remain in effect, provided the Customer promptly reports signs of decline or failure and does not interfere with maintenance practices.

When maintenance is performed by the Customer or a third party:

- The Customer assumes responsibility for failures resulting from improper watering, delayed detection of issues, incompatible chemical applications, or insufficient maintenance practices.

7. BASE WARRANTY EXCLUSIONS (APPLIES TO ALL SERVICES)

Unless otherwise stated in writing, warranties do not cover:

- Overwatering, underwatering, unauthorized chemical applications, or mechanical damage when RLG is not providing maintenance services
- Acts of God, extreme weather events, or conditions exceeding normal regional expectations
- Wildlife damage, including but not limited to deer, rabbits, rodents, or insects
- Vandalism or damage caused by third parties
- Soil, drainage, grading, or environmental conditions not corrected under contract
- Damage caused by vehicles, mowing equipment, construction activity, or excavation
- Pre-existing site or system conditions not included in the approved scope

8. PLANT MATERIAL WARRANTY – TREES, SHRUBS, AND SOD

RLG provides a one (1) year limited warranty on trees, shrubs, and sod from the date of installation. Warranty includes material and labor for one (1) replacement per failed item.

Warranty applies only if:

- A functional irrigation system is present at installation and maintained throughout establishment
- Proper watering and seasonal adjustments are performed
- Plant material is not relocated or disturbed after installation

Exclusions include, but are not limited to, insect damage, disease, wildlife, vandalism, chemical exposure, improper watering, and soil or drainage conditions outside contract scope.

9. HARDSCAPE WARRANTY

RLG provides a one (1) year workmanship warranty on hardscape installations.

Hardscape materials are subject to the manufacturer's warranty for defects in materials. Manufacturer warranties may extend beyond Russell Landscape Group's workmanship warranty period and apply solely to material defects as defined by the manufacturer.

In certain cases, Russell Landscape Group may perform corrective work on behalf of the manufacturer when a material defect is confirmed and may be compensated by the manufacturer for such work.

This warranty does not cover:

- Efflorescence or natural color variation
- Settlement or failure due to loading beyond design intent
- Damage caused by hydrostatic pressure or drainage conditions outside contracted scope
- Tree roots, ground movement, freeze/thaw cycles beyond normal conditions

10. IRRIGATION REPAIR AND INSTALLATION WARRANTY

For irrigation installation services, RLG warrants newly installed components for one (1) year from completion against defects in workmanship and materials.

For irrigation repair services, warranty is limited to the specific component repaired only. System-wide failures or additional issues discovered after restoration of pressure are not included in the original repair scope and are not warranty items.

Warranty requires proper system operation, seasonal schedule adjustments, and prompt reporting of issues.

11. ANNUAL COLOR INSTALLATION WARRANTY

RLG provides a one-season limited warranty on annual color installation:

- Spring installations: installation date through September 30
- Fall installations: installation date through March 31

Warranty includes plant material and labor for one replacement per affected area and requires proper irrigation and adherence to recommended watering practices.

12. WARRANTY ENFORCEMENT

Customer must notify RLG promptly upon discovery of any issue. RLG will inspect the conditions within a reasonable timeframe and determine warranty applicability.

13. PROPOSAL ACCEPTANCE AND PAYMENT TERMS

Acceptance of a proposal authorizes Russell Landscape Group ("RLG") to perform the work as described in the approved scope.

Payment Terms

- Full payment is due upon billing unless otherwise stated in writing.
- Failure to remit payment within thirty (30) days WILL result in suspension of warranty coverage until the account is brought current.
- Pricing is valid for thirty (30) days from the proposal date unless otherwise noted.
- Projects extending beyond thirty (30) business days or spanning multiple months may be progress billed.
- RLG reserves the right to suspend work for non-payment without penalty.

Deposits

- Contracts exceeding \$25,000, and/or contracts requiring special-order materials, custom products, long-lead items, or advance payment to subcontractors WILL require a deposit prior to scheduling.
- The standard deposit is one-third (1/3) of the contract amount unless otherwise stated.
- In situations where RLG is required to purchase materials, equipment, or specialty products in advance, or to remit deposits or payments to subcontractors prior to installation, the required deposit may exceed one-third (1/3) of the contract amount and shall be clearly outlined in the approved proposal.
- Examples include, but are not limited to, custom site furnishings, fountains, flagpoles, synthetic turf systems, specialty hardscape materials, lighting components, or other items requiring advance purchase or extended lead times.

Credit Card Payments

- Payments made by credit card are subject to a credit card processing fee of up to three percent (3%) of the transaction amount.
- Additional transaction-based fees may be assessed by third-party payment processors and will be disclosed at the time of payment.
- When a Customer elects to pay by credit card and completes a Credit Card Authorization Form, the Customer authorizes RLG to charge the card in accordance with the approved proposal, invoice, and terms agreed to on the authorization form. Use of a credit card does not obligate RLG to offer extended payment terms unless expressly stated in writing.

Payment Instructions by Market

Payments should be made to the legal entity identified on the proposal or invoice based on the project's market location, as outlined below.

Market / Branch Location	Legal Entity to Pay	Remittance Address
Destin	Russell Landscape, LLC.	PO Box 96746 Charlotte, NC 28296-6746

Russell Landscape Group accepts payment by check, ACH, or credit card. Payment options and instructions are provided on each invoice or may be obtained by contacting billings@russelllandscape.com. To help ensure timely processing, Customers should submit payment to the entity listed on their invoice.

Termination for Convenience

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice. In the event of termination, the Customer shall be responsible for payment for all work performed, materials ordered or delivered, and costs incurred by RLG up to the effective termination date.

14. DISPUTE RESOLUTION AND LIEN RIGHTS

Any dispute arising under the Agreement shall first be addressed through good-faith negotiation. If unresolved, disputes shall proceed to mediation, and if still unresolved, to binding arbitration.

RLG reserves all rights, including lien rights under applicable state law, to secure payment for completed work.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state in which the services are performed.

Prevailing Party Fees: In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, arbitration costs, and related expenses.

AUTHORIZATION

Customer acceptance of the proposal constitutes agreement to these Terms and Conditions in their entirety.

CLIENT SIGNATURE: _____
 PRINTED NAME: _____
 DATE: **4/13/26** _____
 PROJECT COST: **\$260.50 GOOD FOR 30 DAYS FROM DAY SENT** _____
 PROPOSAL #: **45-20-10** _____
 REQUISITION/WORK ORDER/CRN/PO#: _____

ESTIMATE PREPARED BY : **Kingsley Frank** _____
 TITLE : **Account Manager** _____
 ACCOUNT MANAGER NAME : **Kingsley Frank** _____
 ACCOUNT MANAGER PHONE : **850-708-4753** _____
 ACCOUNT MANAGER EMAIL : **kingsleyf@russelllandscape.com** _____

NOTES/COMMENTS: