



June 27, 2019

The Launch Pad Teen Center
 424 N 6th Street
 Prescott, AZ 86303
 Attn: Courtney Osterfelt

Manzanita Landscaping Inc.
 P.O. Box 4145
 Prescott, AZ 86302
 ROC 275226 (K-21)

LANDSCAPE PROPOSAL

Following please find landscape proposal for work to be done at 424 N 6th Street Prescott, AZ by Manzanita Landscaping Inc. (“Manzanita Landscaping Inc.”). Manzanita Landscaping Inc. proposes to furnish the labor, equipment and materials outlined below:

Grading -

- Grade area to receive new landscape and hardscape and ensure proper drainage from the building as per plan.
 - Tractor + operator
 - Labor

Grading Sub-Total: \$ 900.00

Fire Access Road-

- Mill the existing asphalt from the edge of the building as per plan. Re-use the millings and compact to build fire truck access road that’s not part of the basketball court.
 - Milling machine
 - Tractor + operator
 - 3-ton roller + operator
 - Labor

Fire Access Road Sub-Total: \$ 4,175.00

1" Cinnamon Brown Groundcover-

- Furnish and install gravel as per plan. Install all gravel on 3 oz weed cloth.
 - (40) ton 1" Cinnamon brown
 - (4500) SF 3 oz weed cloth
 - Tractor + operator
 - Labor

1" Cinnamon Brown Groundcover Sub-Total: \$ 3,000.00

Trees & Shrubs-

- Furnish and plant below list as per plan. Stake trees with (2) 10’ lodge poles, wire and poly tree ties. Plant trees and shrubs using mulch, gypsum and ammonium phosphate.
 - (6) 15 gallon trees
 - (15) 5 gallon shrubs
 - (19) 1 gallon shrubs/perennials/grasses

Trees & Shrubs Sub-Total: \$ 1,917.00

Irrigation System-

- Furnish and install automatic irrigation system as per plan for the trees, shrubs and future garden planters.
 - (1) Hunter I Core timer w/ 16 stations ready, expandable to 32 stations
 - (1) 1" RPZ backflow
 - (3) 1" Hunter PGP drip Valves x/ pressure regulators and y-filters in valve boxes
 - (700') 3/4" poly
 - (400') 1/4" poly
 - pressure compensating emitters, connectors and stakes
 - Misc fittings PVC and poly
 - Trencher + operator
 - Labor

Irrigation System Sub-Total: \$ 2,925.00

Fractured Granite Boulders-

- Furnish and plant (13) Boulder sizes will vary from 2'x2'x2'-2'x3'x4'.
 - (13) fractured granite boulders
 - Tractor + operator
 - Labor

Fractured Granite Boulders Sub-Total: \$ 781.00

Pavers-

- Excavate and remove dirt from area as needed to install 4" compacted ABC base and 1" of concrete sand for leveling. Install pavers (950) SF as per plan. Concrete all edges using a running bond edge.
 - (950) SF Pavestone Three Tone Brown pavers
 - (8) ton ABC
 - (3) ton Concrete Sand
 - (15) bags pre-mix concrete
 - Labor
 - Tractor + operator
 - Freight

Pavers Sub-Total: \$ 4,705.00

Basket Ball Court-

- Excavate and remove dirt from area as needed to install 4" compacted ABC base Pour new asphalt for basketball court. No striping included.
 - (1600) SF asphalt
 - (16) ton ABC
 - Labor
 - Tractor + operator
 - Freight

Basket Ball Court Sub-Total: \$ 8,000.00

Rainwater System-

- Furnish and install 2800-gallon tank as per plan. Continue conveyance pipe from the side of the building into tank. Install float line for backup- water from stub provided by general contractor doing building improvements. Install pump to irrigation system.
 - (2800) gallon tank
 - Pump and fitting
 - Float line
 - Labor
 - Tractor + operator
 - Freight

Rainwater System Sub-Total: \$ 5,625.00

Decomposed Granite Pathway-

- Furnish and build DG path and use 2-4" rip rap to border pathway.
 - (5) ton decomposed granite
 - (2) ton fractured granite rip rap
 - Tractor + operator
 - Labor

Decomposed Granite Pathway Sub-Total: \$ 1,000.00

Sub-Total: \$ 33,028.00

Tax: \$ 1,953.00

Total: \$ 34,981.00

By signing below, you do hereby agree that Manzanita Landscaping Inc. will perform the labor and provide the services and materials identified above and that this proposal shall constitute a binding and enforceable contract.

Initials

Date

By signing below, you agree to pay Manzanita Landscaping Inc. the sum of Thirty-Four Thousand Nine Hundred Eighty-One and 00/100 Dollars (\$34,981.00), including tax (“Contract Price”) as and for the labor, services and materials outlined above. The Contract Price shall be paid as follows: 50% (\$17,490.50) of the Contract Price shall be due upon signing of this proposal and remaining balance due upon completion of the Contract (\$17,490.50).

Tree & Shrub Warranty

Tress and shrubs that are supplied and installed by Manzanita Landscaping Inc. with an approved automatic irrigation system are guaranteed to be healthy and disease-free at the time of installation. The Tress are also guaranteed for a period of one year, shrubs one hundred and twenty days from the date of initial installation, against death due to transplant shock. We do not warranty plants that die due to:

- 1) **WILDLIFE DAMAGE**
- 2) **PHYSICAL IMPACT**
- 3) **IMPROPER CARE OR MAINTENANCE**
- 4) **CHEMICAL DAMAGE**
- 5) **IMPROPER IRRIGATION**
- 6) **INSECT OR DISEASE ACQUIRED AFTER INSTALLATION**
- 7) **SEVERE WEATHER CONDITIONS THAT THE HEALTHY PLANT COULD NOT BE EXPECTED TO SUSTAIN AGAINST.**
- 8) **FIRE**

Each plant covered under this warranty is guaranteed to be replaced one time only during the year covered. this guarantee is only valid if complete payment is made for the contract that encompassed the warranted item and is not transferable from the original purchase party to any future property owners. Certain plants may be excluded from this warranty and are listed below:

Plant Exclusions:

Underground utilities, pipes, and septic systems

Manzanita Landscaping Inc. participates in the use of the Arizona Bluestake Underground Utility Locating Service. As this service has its limitation, it is the responsibility of the purchasing party to notify Manzanita Landscaping Inc. of any known underground utilities including, but not limited to, electrical lines, cable T.V., sewer and septic, telephone lines, gas lines and buried propane tanks, potable water, irrigation and drainage pipes. Manzanita Landscaping Inc. will take great professional care to avoid all known and unknown underground items; however, if any underground items are damaged during the execution of this contract, it is the responsibility of the buyer to cover the costs of the repair as this is a cost associated with normal excavation risks.

Property lines, easements, and rights of way

It is the responsibility of the property owner and or purchasing party to clearly mark all property lines and corners as well as notifying Manzanita Landscaping Inc. of any and all easements and rights of way that need to be considered in the landscape design and installation. Failure to do this accurately will cause the boundaries of the landscape project to overrun or fall short of proper boundaries, and any associated costs in changing the project shall be the responsibility of the purchasing party.

Driveways, walkways, curbs, and roads

It is expected that all pre-existing poured concrete and asphalt structure is of proper construction and can tolerate industry standards of wear and weight. Manzanita Landscaping Inc. will not exceed these normal weight capacities in the course of landscape construction and is therefore not responsible for any failure of pre-existing concrete, asphalt, or other paving material during the course of this project.

Homeowners Associations and CC&R's

It is the responsibility of the customer to ensure that all proposed work conforms to governing rules of CC&R's and other neighborhood regulations pertaining to their property.

Hard Dig

If solid rock is found during excavation additional cots may apply to hammer out as needed. If hard dig is discovered contractor will get with owner on current rates before proceeding forward.

Any changes in the labor, services or materials to be provided shall require a change-order signed by you and Manzanita Landscaping Inc. If the Contract Price increases as a result of any change-order, you shall be responsible for paying said increases at the time the change order is signed by you. All Change Orders are to be priced at origination and will constitute a complete settlement of all matters related to the change. NO CHANGE ORDER CAN BE COMPLETED OR APPROVED UPON A VERBAL REQUEST

ALONE. ANY CHANGE ORDER DONE WITHOUT COMPLIANCE WITH THIS PARAGRAPH WILL NOT BE PERFORMED.

This proposal may be modified only by written amendment signed by the parties hereto. This proposal supersedes all prior agreements and representations made by Manzanita Landscaping. You hereby agree that you have not been induced to sign this proposal which, upon your signature shall constitute a contract. In this proposal, you acknowledge that you have no expectations related to the performance of the work/services/provision of materials, reasonable or otherwise, other than those reflected by the terms of this document. This document describes a functionally complete project (or part thereof) which is to be construed in accordance with this document.

Manzanita Landscaping Inc. shall not be responsible for any delays in the completion of the labor, services or provision of materials caused by strikes, accidents, inclement weather, unforeseen soil conditions or other delays beyond its control.

Manzanita Landscaping will issue a preliminary lien notice as standard construction practices.

In the event any provision of this document is found to be invalid, the remaining provisions nevertheless shall be binding with the same effect as though the invalid provision were deleted.

Venue for any dispute between the Parties of this Agreement or arising out of this contract or their past relationship and/or affiliations shall be only in and for the County of Yavapai, Arizona. The enforcement, performance, discharge, lack of performance and formation of this proposal/contract shall be governed by, construed and enforced in accordance with the law of the State of Arizona regardless of any applicable conflict of law rules to the contrary.

This proposal/contract may be signed in any number of counterparts and via facsimile each of which together shall form one agreement.

This proposal shall be deemed revoked if not signed by you within 30 days.

Submitted by: Manzanita Landscaping Inc.

PLEASE TAKE NOTICE THAT CLIENT HAS THE RIGHT TO FILE A WRITTEN COMPLAINT WITH THE ARIZONA REGISTRAR OF CONTRACTORS FOR AN ALLEGED VIOLATION BY CONTRACTOR OF A.R.S. § 32-1154(A). ALL SUCH WRITTEN COMPLAINTS MUST BE MADE WITHIN THE APPLICABLE TIME PERIOD SET FORTH IN A.R.S. § 32-1155(A). THE WEBSITE ADDRESS AND TELEPHONE NUMBER OF THE ARIZONA REGISTRAR OF CONTRACTORS ARE AS FOLLOWS:

**WEBSITE ADDRESS: WWW.AZROC.GOV
TELEPHONE NUMBER: (602) 542-1525
(PHOENIX OFFICE)**

Marc Vetere
President

Acceptance of proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. Manzanita Landscaping Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Print Name