

CITY CLERK  
ORIGINAL

C-9317  
10/28/2014

Advant-Edge Decorative Curbing & Landscaping, Inc.  
ROC# 211530  
9715 West Peoria Avenue  
Peoria AZ 85345  
Phone: 623-398-6319  
Fax: 623-933-7532  
Email: [advant\\_edge\\_landscaping@yahoo.com](mailto:advant_edge_landscaping@yahoo.com)

**Landscaping Contract / Proposal**

Date 7/28/14

Submitted To: Sergeant Ochoa

Work to be performed at: Glendale K-9 Training Facility

Phone: 623-680-1179

Alternate Phone:

Emergency Contact:

Contact person if other than customer:

Phone:

Project start date: TBD

Project Completion Date weather permitting (estimate): TBD

As a rule of thumb add 2 days to start date and 2 days to completion duration for every day of rain

All pricing is guaranteed for 20 days from the date of the proposal

All pricing and scheduling is based on a 5 day Monday through Friday work week and excludes major holidays. Weekends or special scheduling requires prior approval from A-E and or customer.

A-E will complete required HOA paperwork as needed with a fully executed contract any submissions prior to acceptance will require a fee

**Description of work to be performed:**

Customer Initial Approval     *SPO*

Install sprinkler system for new lawn all PVC main lines SCH 40 with adjustable Hunter sprinklers heads or equivalent

Install 36'' box tree (standard varieties)

Install up to (3000) sq ft of new mid iron turf

Install up to 300 ft of new curbing border

Install new 6 zone irrigation timer

Pull up existing rock and re spread onsite

Remove 2 trees

Total cost \$4700.00

Totals do not include tax

(All deposits must be paid in full prior to start of work or project scheduling)

Any design fees charged will be deducted from accepted projects total cost

Pricing is based on project start within 15 days of proposal any delay may result in a second site visit to assess project readiness prior to project start and may affect schedule and pricing

All designs or renderings are the property of Advant-Edge until acceptance of the contract and or design fees are paid in full

All pricing is based on normal access to work area

All pricing for any and all work including drawings, layout, research or information is priced based on contracting for a complete project ala cart pricing will vary based on specific items or work performed

Once materials are placed in designated locations for completion any change in placement will incur additional cost over and above the contract fee and any loss of material, time or delay in project completion will not be the responsibility of A-E

Any delays to the project by any parties other than A-E or A-E personnel or A-E suppliers will result

Customer Initial Approval SMO

in fees for any costs incurred

This is an agreement between "Customer," defined on the project description and Advant-Edge Decorative Curbing and Landscaping, Inc, 9715 W. Peoria Avenue, Peoria, Arizona 85345. Under the terms set forth below, customer agrees to purchase the services of Advant-Edge in preparing and constructing the landscaping design as set forth in the project description, and Advant-Edge agrees to render such services. As consideration, customer agrees to pay Advant-edge the amount shown in the project description in exchange for performing the services described in the project description. The parties further agree as follows:

**Payments:**

15 % of any deposits or retainers given to A-E are automatically non-refundable. Customer will pay Advant-Edge 50 % of the contract price upon acceptance of the proposal. Customer will pay Advant-Edge 15% of the contract price the day the work is started and materials arrive onsite. Customer will pay Advant-Edge 15% of the contract price the day the work is completed on all planting and or the main components of the hardscaping. Customer will pay Advant-Edge the remaining 20% when all original contracted work is complete, as determined by Advant-Edge. Customer shall pay the project balance in full within 1 day of the project's completion. Project will be deemed complete by Advant-Edge and the customer agrees to make sufficient time to be available on projected completion date to do a walkthrough of the completed project. If the total balance is not received by Advant-Edge by the time of completion, Customer will pay interest on the existing balance at 1.5% per month with a minimum charge of \$50.00. Failure by the customer, to pay this will be considered a breach of agreement. Upon breach of this agreement, customer agrees to pay any and all costs of collecting remaining balances, and attorney fees. No warranties will be issued until the balance is paid in full. Customer may not withhold more than 10% or \$1000.00 whichever is less of the remaining balance at completion due to any discrepancies in the project. All change orders and or additions made after the original contract must be paid in full at the time of acceptance of the changes and do not fall under the payment schedule of the original contract. Owner agrees to give A-E sufficient time based on items difficulty to rectify any issues with such items that could arise. Any delay in payments may result in a delay in the projected schedule.

**Payment options and fees:**

Payments can be made with cash, check, visa or master card

(If paying with a credit card the deposit is due 3 working days before project start and 3 working days before project completion date to allow for processing completion (If paying with credit card a 4% processing fee will apply to entire balance. International cards are subject to a higher fee. **Credit card checks will not be accepted**)

**Our accreditation's:** ICPI certified paver installer; Belgard authorized Contractor, Proud member of the BBB OF Arizona, Arizona Landscape Contractors association member, Arizona Nursery Association member. We are fully Licensed Bonded & Insured ROC # 211530

All rock is based upon approximate 2" coverage

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All synthetic turf is based on a 15ft wide roll and all sq footages are approximate depending on exact layout of design

All removals are subject to field verification at start of project prices may be subject to change  
Matching of existing rock/pavers/curbing/concrete ECT may not be exact due to weather and natural factors beyond our control

All irrigation is connected to existing timers unless otherwise specified

All concrete removal is based upon 3.5 inches thick (additional cost for additional thickness)

All concrete slabs are based upon up to 4" thick and 3000psi mix

All Polly drip main line with ¼ inch lateral lines with drip heads

Lawn all PVC main lines SCH 40 with adjustable Hunter sprinklers heads or equivalent

Pavers (special borders or patterns extra) includes masonry mortar sand in joints polymeric sand extra (does not include sealer)

Any changes made to customers existing landscaping during construction are not covered by any warranty given by A-E

Any warranty work deemed normal maintenance and or wear and tear will be at an additional cost for the repair

Any pestilence, toys, debris, dog waste or weed removal is an additional cost to the contract unless otherwise stated in the contract

Grass re growth after sod or turf removal is not guaranteed but steps will be taken to minimize it  
Homeowner agrees any area onsite where work is being performed is usable and is under the control of A-E until the project is complete and A-E is paid in full

A-E is not responsible for any accidents that occur in work area by any pets or persons not under the control or supervision of A-E

Any agreements not in writing by authorized A-E Personnel will not be honored

A-E is not responsible for slabs or landscape areas damaged by material storage as approved for placement by the homeowner

Any items installed at no charge in the contract will not be covered by any warranty unless otherwise stated

Wood patio covers are not guaranteed for wear and or fading due to being a natural product

Homeowner agrees to allow A-E to store equipment and or materials on the property/jobsite until the project is complete as part of this contract

A-E is not responsible for any ground settling due to work performed previous to project installation

Any materials left over after project completion are the property of Advant-Edge unless stated in the contract

**All previous customers receive 20% off at Advant-Edge Nursery on in stock items (does not apply to landscaping installation)**

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**Brick paving/ Retaining walls**

Advant-Edge warrants that brick paving or retaining wall materials used in this contract will be free from defects and functional for a period of two (2) years from the date of completion of the contract, provided the installation was used as was intended when the contract was designed, and was not misused. Any repairs/replacements made to any installation after expiration of the warranty will be made at customer's expense. Any repairs made to any installation by any party other than Advant-Edge voids any warranties offered by our company. All Belgard products are guaranteed for life against manufacture defects through the manufacture all paver sq footages are approximate and allow for a 5 to 10% cut & waste factor. Any natural product Travertine/stone/flagstone/slate ETC may vary slightly in height after installation all steps will be taken to level materials as much as possible.

**Irrigation**

Advant-Edge warrants that irrigation materials used in this contract will be free from defects and the installation functional for a period of one (1) year from the date of completion of the contract provided the installation was used as was intended when the contract was designed, and was not misused. Any repairs/replacements made to any installation after expiration of the warranty will be made at customer's expense. Any repairs or changes made to any installation by any party other than Advant-Edge voids any warranties offered by our company on any part of the irrigation system. A-E does not warranty any existing clocks/timer or any other part/component of the irrigation system that is existing and not directly installed by A-E

**Low voltage lighting**

Advant-Edge warrants that landscape lighting material used in this contract will be free from defects and the installation functional for a period of one (1) year from the date of completion of the contract provided the installation was used as was intended when the contract was designed, and was not misused. Any repairs/replacements made to any installation after expiration of the warranty will be made at customer's expense. Any repairs made to any installation by any party other than Advant-Edge voids any warranties offered by our company. Advant-Edge does not offer any warranty expressed or implied on any light bulb used in the customers landscaping.

**Plants**

Advant-Edge will offer a one-time only replacement of any tree, shrub, evergreen or woody vine that has died within ninety (90) days from the date of installation provided the plant has been cared for as instructed, and not misused. Advant-edge will not replace plants killed by animals, rodents, insects, mechanical damage, neglect, natural disasters or other reasons over which Advant-edge has no control. This warranty does not cover annuals, small perennials, ground covers, wildflowers, seeds, bulbs, roses, and winter hardy plants. An additional labor charge for plant removal and reinstallation may apply. Any repairs/replacements made to any installation after expiration of the warranty will be made at customer's expense. Any repairs made to any installation by any party other than Advant-Edge voids any warranties offered by Advant-Edge. Condition of plants/ trees/cacti at time of planting may vary due to weather conditions beyond our control depending on the time of year the plants are planted. All plants will be healthy for the plant type and typical conditions based on weather. Plant sizes may vary by type and time of year (growing season). Plant replacements will be made no sooner than 30 days after completion to allow sufficient timer to establish growth. Any plants received by customer as a courtesy are not covered under any warranty. Given the fact that plants and trees are living things growth rate and appearance may vary by plant to plant even if of the same species or family and will not be reason for

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replacement.

### Lawn Installation

Advant-Edge installs lawns according to common industry practices, using quality sod designed to withstand the Arizona climate. It is the responsibility of the customer to ensure that rough grades have been established according to municipal drainage pans and within 2" of finished grade. Once the sod is laid, Advant-Edge has no control over weather, watering or other cultural practices of the customer. Therefore, Advant-Edge cannot guarantee success of the sod; however every effort will be made to ensure the success of the sod upon installation. Repairs done on a seeding project are done at the expense of the customer. Advant-Edge also cannot accept responsibility for settling due to new construction, utility lines or any other excavations not performed by or supervised by Advant-Edge.

### Artificial Turf

Advant-Edge advises customers with synthetic turf to cover all windows close to the synthetic turf to install a shade screen or reflection blocking material to all windows A-E is not responsible for melted or damaged turf due to sunlight damage. All turf is warranted by the manufacture for a period of 9 years from the date of installations against defects in workmanship. All turf installation is warranted for a period of (2) two years from the date of installations for defects in workmanship.

### General

Advant-Edge is not responsible for personal/private UN marked utilities

Any UN marked utilities will be repaired and invoiced at the expense of the customer

Any changes to grading or drainage at customers request is not warrantee by A-E

Advant-Edge cannot control material availability and will not be responsible for any delays in obtaining materials and or the extended duration it may add to the project completion

Homeowner is responsible for securing all pets during the construction process

A-E is not responsible for pet supervision during any and all aspects of construction any loss will be the responsibility of the customer

Homeowner is responsible for restricting access to children and or visitors for the duration of the project any injuries suffered in the work area and or material storage area by non Advant-Edge personnel is the responsibility of the homeowner

Any bulk material delivered and placed in the right of way is the responsibility of the customer

A-E is not responsible for any damage to and hard surface during material delivery or construction unless prior written notice is give to take special precaution to such surfaces

Any debris or damage in pools during construction is the homeowner's responsibility. Every precaution will be taken to try to ensure such damage does not occur.

Pre emergent application will result in staining under normal circumstances and will last for 1 to 3 months

Customer is responsible for keeping any and all pets or humans off of surfaces in which any application of weed killer and or pre emergent was applied for a minimum of 72hrs after application

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Prior to commencement all personal belongings will be removed or secured from the work site prior to A-E personnel arriving onsite and loss of material or delay caused by such material will not be the responsibility of A-E

Any changes made to any aspect of the project will void any warranty given by A-E

Any pet waste in work area left during project start will incur a cost for removal

Any items gratis by A-E given to homeowner are not covered by any warranty unless otherwise stated

Any work completed by A-E under the direct instruction of the owner and not agreed upon by A-E management will be billed over and above the contract without and written approval

Warranty covers controllers, valves, and main irrigation lines sprinkler heads and drip emitters are covered against defects.

Not responsible for damage due to animals

There is no warranty expressed or implied on customers own material, or any existing landscape. Plants broken, bent or damaged by high winds will not be covered. EXCEPTION TO GUARANTEE: A. Acts of nature; B. Damage incurred by humans, pests or animals; C. Water and/or electrical source terminated by acts other than contractor; D. Improper maintenance and/or watering schedule.

Contractor makes no warranty express or implied, unless specifically stated in the contract.

**Not responsible for pestilence or weeds**

**Changes**

Advant-Edge will make reasonable efforts to complete the contract as designed. Circumstances may arise beyond the control of Advant-Edge that may prevent construction or execution of the contract exactly as planned. Advant-Edge will make reasonable efforts to minimize this impact on the design, Schedule and construction. Customer acknowledges this possibility and accepts the action Advant-Edge will take steps to minimize the potential change in design. If the customer wishes to change any part of the installation after this agreement is signed, but prior to commencement of installation, which results in additional material or labor costs for Advant-Edge or results in delays in the completion of the contract, said costs will be added to the remaining balance of the contract and billed as part of the original contract. Any changes in the design or contract, whether the changes result in additional time, cost, or neither, must be made in writing and signed by both parties or acknowledged by electronic communication, using a change form, addendum, e-mail or hand written. Each change made by the customer during the installation will result in a \$50.00 charge, in addition to any additional charges for materials or labor that are incurred by Advant-Edge as a result of completion of the change. The \$50.00 charge will apply regardless of the impact of the change on labor or material costs. Changes to the original scope of work may also change the original start and or completion time of the project.

**Permits**

Customer is responsible for securing all necessary permits, unless specified in writing. Advant-Edge is not responsible for code violation(s) made at the customer's request.

**Project start and completion**

An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy and shown on the project description. There may be delays in the beginning date and completion date due to poor weather or other circumstances beyond the control of Advant-Edge. Those delays will not alter or

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invalidate any part of this contract, nor will they entitle the customer to additional rights under the contract. Prior to commencement of the project any and all drawing whether hand written, drawn or computer generated must be finalized prior to being given any exact start date. All material selections must be made and completed prior to being given an exact start or completion date.

#### Termination

Customer may cancel this agreement by mailing written notice to Advant-Edge before midnight the third business day after customer has signed this agreement. If after that time the customer wishes to terminate this contract, the customer must give Advant-Edge five (5) days advance written notice. Advant-Edge will retain any monies paid by the customer up to the effective date of termination, and is entitled to any expenses for materials or other expenses incurred by Advant-Edge.

#### Notice of Arizona lien rights

A. Except as provided in sections 33-1002(owner-occupied residence) and 33-1003 (payment bond recorded), every person who labors or furnishes professional services, materials, machinery, fixtures or tools in the construction, alteration or repair of any building, or other structure or improvement, shall have a lien on such building, structure or improvement for the work or labor done or professional services, materials, machinery, fixtures or tools furnished, whether the work was done or the articles were furnished at the instance of the owner of the building, structure or improvement, or his agent.

B. Every contractor, subcontractor, architect, builder or other person having charge or control of the construction, alteration or repair, either wholly or in part, of any building, structure or improvement is the agent of the owner for the purposes of this article, and the owner shall be liable for the reasonable value of labor or materials furnished to his agent.

C. A person who is required to be licensed as a contractor but who does not hold a valid license as such contractor issued pursuant to title 32, chapter 10 shall not have the lien rights provided for in this section.

D. A person required to give preliminary twenty day notice pursuant to section 33- 992.01 is entitled to enforce the lien rights provided for in this section only if he has given such notice and has made proof of service pursuant to section 33-992.02.

E. A person who furnishes professional services but who does not hold a valid certificate of registration issued pursuant to title 32, chapter 1 shall not have the lien rights provided for in this section.

F. A person who furnishes professional services is entitled to enforce the lien rights provided for in this section only if such person has an agreement with the owner of the property or with an architect, an engineer or a contractor who has an agreement with the owner of the property. 33-981.

Customer acknowledges that some materials used in landscaping are natural products and may be prone to cracking, chipping, and discoloration of efflorescence. It will be at the discretion of Advant-Edge as to whether the aforementioned effects are warrantable.

The failure of Advant-Edge to enforce any right accruing under this agreement shall not be construed as a waiver of a subsequent right of Advant-Edge to enforce the same or any other right, term, or condition.

Customer Initial Approval SPD

This agreement shall be interpreted and enforced in accordance with the law of the state of Arizona

Customer SGT. LOCHA 8837 Date 10/22/14

Customer \_\_\_\_\_ Date \_\_\_\_\_

Advant-Edge \_\_\_\_\_ Date \_\_\_\_\_

Ck# \_\_\_\_\_ Amount \$ \_\_\_\_\_

Important Contact Info for customer

Management team

David Bell Owner direct cell phone #623-206-9309  
Jay Bell Project Manager direct cell #602-419-7732  
Sales Design Manager Mark Iusi direct cell #850-339-6957  
Waranty or customer service Ryan Olson direct cell #623-332-7851

Pets or small children \_\_\_\_\_

Pool \_\_\_\_\_

Project Special Instructions

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Logistics details

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Material storage requirements

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Haul off \_\_\_\_\_

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**Landscape items selection customer approval**

Plants X \_\_\_\_\_ Rock X \_\_\_\_\_

Pavers X \_\_\_\_\_ Grass X \_\_\_\_\_

Lights X \_\_\_\_\_ Trees X \_\_\_\_\_

Boulders X \_\_\_\_\_ Concrete X \_\_\_\_\_

Block/ Stucco Choices X \_\_\_\_\_

Landscape Design and plant placement X \_\_\_\_\_

Appliances X \_\_\_\_\_ Grill X \_\_\_\_\_

Tile X \_\_\_\_\_ Flagstone X \_\_\_\_\_

Paint X \_\_\_\_\_ Veneer X \_\_\_\_\_

Sealer X \_\_\_\_\_

Additional

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Customer Initial Approval     *mo*



ADDENDUM

The City of Glendale, Arizona ("City") and Advant-Edge Decorative Curbing & Landscaping, Inc. ("Contractor") further agree as follows:

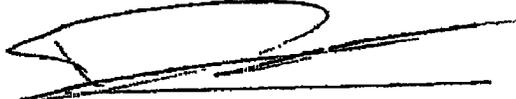
**I. Conflicts.** The Landscaping Contract/Proposal (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes ("A.R.S.") § 38-511.

**II. Immigration Law Compliance.**

- A. Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C. City retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under the Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Paragraph II.
- E. Contractor agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor's warranty and obligations under this Paragraph II to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

III. **Addendum and Agreement Conflict.** In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

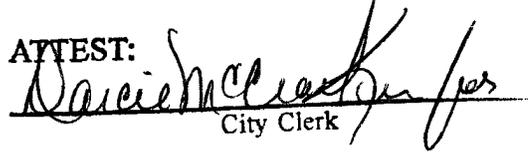
[SIGNATURES ON NEXT PAGE]

  
Contractor

  
City

10/11/14  
Date

10/27/14  
Date

ATTEST:  
  
City Clerk

Approved as to form

  
City Attorney