



L152-001

## Quote #20226765622552

Brian Faris  
Monarch Environmental  
34237 Via Santa Rosaq  
Capistrano Beach, 92624

Quote #: 20226765622552  
Date: 2022-06-24  
Submitted By: Jack Rush  
Job Name: Mall III, San Marcos  
Job Description:  
Turf removal and renovation

Line No.	Location	Description	Quantity	Unit	Unit Cost	Total
1	Per Conceptual Landscape Plan dated 8/23/21	Spray and kill turf areas and prepare area for work	25000	sq. ft	\$0.75	\$18,750.00
2	"	Skip Loader and Operator	1	ea.	\$4,500.00	\$4,500.00
3	"	Installation of 3"-8" Arizona cobble stone in Dry Creek Bed (Materials and Labor)	1	ea	\$13,100.00	\$13,100.00
4	"	Creation of Dry Creek Bed	1	ea.	\$1,750.00	\$1,750.00
5	"	Creation of DG Pathways (Grading and Labor) to prep for DG	1	ea.	\$2,880.00	\$2,880.00
6	"	Placement of Desert Gold stabilized DG Pathway and Pads (Materials and Labor)	45	cu yds	\$222.00	\$9,990.00
7	"	Re rout existing spray heads to provide coverage for turf area	1	ea.	\$3,500.00	\$3,500.00
8	"	Install new drip irrigation Point to Point for newly planted areas	1	ea	\$7,865.00	\$7,865.00
9	"	Install Achillea 'Coronaton Gold'	10	1 gal	\$13.69	\$136.90
10	"	Install Anigozanthos 'Big Red'	10	1 gal	\$15.00	\$150.00
11	"	Install Arctostaphylos den. 'Howard McMinn' (only available in 3 gal)	7	3 gal	\$41.32	\$289.24
12	"	Install Callistemon viminalis 'Little John'	16	1 gal	\$15.00	\$240.00
13	"	Install Ceanothus 'Joyce Coulter'	19	1 gal	\$18.00	\$342.00
14	"	Install Festuca 'Siskiyou Blue' (only available in 1 gal)	49	1 gal	\$13.59	\$665.91
15	"	Install Muhlenbergia dubi (only available in 1 gal)	33	1 gal	\$14.19	\$468.27
16	"	Install Salvia leucantha	33	1 gal	\$15.00	\$495.00
17	"	Install Sisyrinchium bellum	38	1 gal	\$16.75	\$636.50
18	"	Install Carex tumulicola	350	1 gal	\$13.21	\$4,623.50
19	"	Install Rosmarinus officinalis 'prostratus'	40	1 gal	\$15.00	\$600.00
20	"	Placement of 3" of Forest floor mulch in all newly planted areas based on 23,000	212	cu yds	\$65.00	\$13,780.00
<b>Total:</b>						<b>\$84,762.32</b>

THE ABOVE QUOTED PRICES ARE VALID FOR THIRTY DAYS FROM THE DATE OF QUOTE



**Notes**

Scope of work is based on the revised Conceptual Landscape Plan dated October 27, 2021 All Benches, Chairs, patio furniture, fire pits, gas lines, and pedestrian bridge are to be provided or constructed by others. All excess dirt from the Dry Creek Bed and the creation of the DG Pathways will be balanced onto the other landscape areas. No off-haul or trucking of excess soils is included in the bid.



Notwithstanding anything to the contrary herein, in the event that a maintenance agreement is in effect between Customer and Contractor ("Maintenance Agreement") and a provision in these Terms is inconsistent with the Maintenance Agreement, the Maintenance Agreement provision shall control but only to the extent of any such inconsistency.

The above work to be performed subject to the Terms and Conditions attached hereto and Customer hereby accepts and agrees to the Terms and Conditions.

ACCEPTANCE

Print Name: Michael P. KESTER Jr Title: MAJL III President

Signature: [Handwritten Signature] Date: 1 August 2022



## TERMS AND CONDITIONS

BY SIGNING THE QUOTE WHICH THESE TERMS AND CONDITIONS ARE THERETO ATTACHED AND/OR ACCEPTING THE PROVISION OF SERVICES OR MATERIALS RELATING HERETO, CUSTOMER (AS DEFINED BELOW) ACKNOWLEDGES AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

- 1. General:** The terms and conditions provided herein including the cover sheet entitled "Quote" attached hereto constitute the entire agreement ("Terms") for the purchase, sale and provision of the materials and services described on the Quote (collectively, the "Services") between O'Connell Landscape Maintenance, Inc., a California corporation ("Contractor") and the customer as set forth on the Quote ("Customer"), and supersede all previous communications, representations and agreements, whether oral or written, between Customer and Contractor. The Services shall be provided on the property of Customer as further described in the Quote (the "Property") and Customer hereby authorizes and grants Contractor a license and permission to enter the Property to perform the Services. If the Services are near the Property boundary, Customer will point out property lines to Contractor. Customer shall provide Contractor copies of any covenants, conditions, or restrictions that affect the Property pertaining to the Services.
- 2. Prior Services:** Materials and services similar to the materials and services described in the Quote which were provided/rendered to Customer by Contractor prior to the effectiveness of these Terms shall be considered Services subject to Sections 4, 5, 6, 7, 8, 9, 10 and 11 of these Terms.
- 3. Payment:** Customer shall pay for the Services in the amounts set forth on the Quote within thirty (30) days of receipt of Contractor's invoice. In the event of a dispute regarding the performance of the Services, Customer shall not be relieved from its obligation to pay for the Services as provided herein. In the event Customer fails to make any payments when due under these Terms, late fees will be charged as follows: 1.5% of the outstanding balance per month, or the maximum allowed by law, whichever is lower. Contractor shall recover any out-of-pocket expenses incurred in collecting payments due, including, without limitation, any bank charges, collection agency fees, and any legal expenses, including court costs and attorneys' fees. In the event of any late payment by Customer that is not cured within 10 days from the date of notice thereof, Contractor may suspend the Service or any other services to Customer ("Suspension") without in any way affecting its rights under these Terms. Customer acknowledges that Contractor shall not be responsible for any damages to the Property and/or Customer resulting from Suspension.
- 4. Force Majeure:** Any delay or failure by Contractor in the performance of the Services shall not constitute a default or give rise to any claim for damages if such delay or failure is caused by circumstances beyond its control, Acts of God (including fire, flood, severe weather, earthquake, storm, hurricane or other natural disaster), public enemy, war, rebellion, sabotage, riots, explosion, labor disputes, interruption or failure of utilities, or other similar occurrences.
- 5. Arbitration:** Customer and Contractor stipulate and agree that any and all disputes or issues arising out of or relating to the Services and/or the terms of these Terms shall be subject to arbitration in accordance with the rules then prevailing of the judicial arbitration and mediation service ("JAMS") located in the county where the Services are being performed. The arbitrator may grant injunctions and other relief in such disputes. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Customer and Contractor agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. Customer and Contractor agree that the prevailing party in any arbitration or judicial proceeding shall be awarded its reasonable attorney's fees and costs. CUSTOMER AND CONTRACTOR EXPRESSLY ACKNOWLEDGE THAT THEY ARE WAIVING ANY RIGHT TO A JURY TRIAL FOR ANY AND ALL CLAIMS COVERED BY THIS PROVISION.
- 6. Performance:** Unless otherwise set forth in a separate agreement between Customer and Contractor, Contractor is not responsible for the care, irrigation, and/or ongoing maintenance of the Services or Property. Unless expressly set forth in the Services, Contractor shall not inspect the general condition of the Property, including without limitation the Property's trees, soil, irrigation, drainage or other landscaping conditions. Contractor will not perform any other services or supply any other materials other than that which is specified herein as Services.
- 7. Warranty Disclaimer:** EXCEPT AS PROVIDED ON THE QUOTE, THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULT BASIS" AND CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT THERETO. CONTRACTOR EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. Independent Contractors:** Contractor and Customer are and shall be independent contractors hereunder and not an agent, joint venture or employee of each other.
- 9. Indemnification:** Customer shall indemnify, defend, and hold harmless Contractor and its successors, officers, directors, employees, agents, attorneys and insurance companies ("Indemnified Parties") from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including attorney fees and costs) ("Claims") including claims regarding personal injury, death or property damage arising out of, or in connection with (i) any acts or omissions by Customer, including without limitation Customer's passive and active negligence relating to the Property, and (ii) the Services; provided, however, this indemnification shall not apply to Claims determined by a court or arbitral tribunal (as the case may be) of competent jurisdiction to have arisen from the sole negligence, gross negligence or willful misconduct of any Indemnified Party.
- 10. Limitation Liability:** IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR COSTS OF PROCURING SUBSTITUTE PRODUCTS, MATERIALS OR SERVICES, NOR FOR ANY LOST PROFITS OR GOODWILL, INTERRUPTION OF BUSINESS, OR OTHER INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE SERVICES, REGARDLESS OF WEATHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE) OR OTHERWISE. In no event shall Contractor be liable/responsible for tree defects, root conditions and/or soil conditions (including without limitation slope creep), except in the event of and only to the extent that any damage is caused by Contractor's sole negligence, gross negligence or willful misconduct.
- 11. Miscellaneous:** These Terms shall be interpreted and governed with reference solely to the laws of the State of California. If a court or an arbitrator of competent jurisdiction holds any provision of these Terms to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of these Terms shall not be affected. The headings and captions in these Terms are included solely for convenience for reference and shall not affect the interpretation of any provision of these Terms. The language in all parts of these Terms shall be in all cases construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting these Terms.