







# ESTIMATE


Always Green Turf  
10611 Calle Lee D-129  
support@alwaysgreenturf.com  
(714) 587-7700


**Estimate #** 46  
**Date** Wed Nov 02 2022  
**Total** 56922.50  
**Sales Rep**

## Prepared For:

Savea Aupiu Mamea City of Carson  
801 E Carson St  
Carson, California 90745  
(310) 835-0212#1438  
saupiu@carsonca.gov

Description	QTY	Price	Amount
<b>Tear out - Ground Prep</b> Tear out existing Grass and Dirt Ground Preparation Add Pre-Emergent Layer Cap all sprinklers Lay Road Base Compact Road Base	1.00	0.00	0.00
   <b>Putting Green 2-Tone - Indoor Autrium</b> Dual field and lime green blades in textured polyethylene. This product is heat and frost resistant and is completely customizable!  Each grass blade contains U.V. stabilizers that are installed during the manufacturing process, ensuring that your putting green will not fade.  Colors: Field Green, Lime Green Weight: 50 Ounces Per Square Yard Pile Height: .5"	1742.00	13.75	23952.50
 <b>Silica Sand #60 - Indoor</b> 50# Bag #60 fine sand	34.00	8.50	289.00

Description	QTY	Price	Amount
 <p><b>Envirofill</b> Microban antimicrobial protection is infused into Envirofill during the manufacturing process to help prevent the growth of bacteria and microbes that can cause stains odors and product deterioration.</p> <p>Zero watering No frequent top-off</p>	48.00	22.00	1056.00

 <p><b>Playground Fescue - Cool Tech</b> Playground Fescue turf is a premium landscaping alternative for any household or commercial property that anticipates heavy foot traffic. It features dual field green and olive green blade tones paired with brown thatch to create a realistic appearance that emulates natural grass.</p> <p>15 Year Warranty</p> <p>With a 1.375-inch pile height and approximately 55-ounce face weight, Playground Fescue turf is the perfect product for playgrounds, schoolyards, and other durable landscaping needs.</p>	2300.00	13.75	31625.00
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Sub total	56922.50
Tax	0.00
Tax Rate	0.000%
Total	56922.50

## CONTRACT

ALWAYS GREEN LIC# 1007687

**Always Green Turf**, hereinafter referred to as "Contractor", will furnish all materials and labor necessary to install custom turf and improve the above premises according to the following terms, specifications and provisions:

This quote is valid for the next 30 days, after which values may be subject to change.

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date. After that date (three days) a cancellation will forgo the return of your deposit.

**CONTRACT** is approved and accepted. This contract is subject to approval by the Contractor who may cancel after refunding any down payment. I (we) understand there are no oral agreements or understandings between the parties. The written terms, provisions, plans (if any), specifications and any other contract documents (if any) included with this contract is the entire agreement between the parties. Changes in this

agreement shall be done by written and approved change order only.

**LIMITED WARRANTY ON MATERIALS AND LABOR** • The Artificial Turf used carries a 15 year material manufacturers limited warranty and a 2 year limited courtesy service agreement from the date of installation.

**Acceptance:** This contract is approved and accepted. As described in provision (1) this contract is subject to approval by the Contractor who may cancel after refunding any down payment. I (we) understand there are no oral agreements or understandings between the parties. The written terms, provisions, plans (if any), specifications and any other contract documents (if any) included with this contract is the entire agreement between the parties. Changes in this agreement shall be done by written and approved change order only.

**Down payments and deposits** do not exceed \$1000 or 10% of the contract price.

The deposit will not be returned as our policy.

**Contractors Right to Cancel.** Owner understands that final approval of this contract rests with the Contractor and Contractor's installation and estimation departments. In the event this contract is not approved by Contractor, any payment made hereunder shall be refunded to Owner and this contract shall be null and void and of no effect. Contractor's signature herein shall constitute approval of this contract by Contractor.

**Plans, Specifications, Testing, Underground, Engineering, Per-mits and Fees** . The work described in this proposal/contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees, etc., of any kind required by any government body, telephone, utility company or the like shall be paid for by Owner. Any required soil testing, engineering consultation and reports, underground utility location services and subsequent required utility relocation is not included in the Contract Price shown in section (b) above and will only be done on a written and approved change order which will be paid by Owner as extra work.

**Note about Extra Work and Change Orders** . Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this proposal/contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work.

**Permissible Delays.** Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

**Cleanup & Advertising.** Upon completion, and after removing all debris and surplus materials, wherever possible, the Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list and to take "before" and "after" pictures which may be given to prospective customers.

**Unanticipated Conditions & Concealed Damage.** Expense incurred because of unusual or unanticipated conditions shall be paid for by the owner as extra work (conditions such as, but not limited to, ground conditions that require fill, or unusually hard soil, rocky soil, or the presence of groundwater). Contractor will inform Owner of any dry rot or other deterioration or unanticipated condition which is concealed and is discovered during the course of the work. Contractor is not responsible to repair or mitigate any such discovered deterioration or condition and any work done by Contractor to remedy such will only be done as extra work in a written change order.

**Hazardous Substances.** Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government). Should hazardous substances be suspected to be present, it is the Owners' responsibility to arrange and pay for inspection & abatement.

**Payment.** Per Sec. 7159 (c) of the California Business & Professions Code, upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for this home improvement, a full and unconditional release from any claim or mechanic's lien pursuant to Section 8400 and 8404 of the Civil Code, for that portion of the work for which payment has been made.

**Collection.** Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this proposal/contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law.

**Mechanics Lien:** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

**Legal Fees.** In the event litigation or arbitration arises out of this proposal/contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court or arbitrator shall not be bound to award fees based on any set, fee schedule but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

**Arbitration of Disputes.** Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the Code of Civil Procedure. The arbitrator shall award reasonable attorneys fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and participate. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights. The venue for arbitration hearings shall be the Project county unless otherwise agreed upon by all Parties to the arbitration.

NOTICE: By signing this document you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By signing this contract you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Business and Professions Code or other applicable laws. Your agreement to this arbitration provision is voluntary. We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration.

**Weed Growth:** AGT has taken preventative measures to limit the growth of weeds in your new artificial lawn. But WEEDS OCCUR IN EVERY LAWN. Total eradication of weeds is not realistic; however, with proper maintenance your turf can be free of weeds. Weeds may grow around the edges of your turf. Controlling occasional weeds by hand pulling may be all that is necessary if done on a regular basis. If hand pulling is not an option, you can treat weeds that emerge with any common weed killer. Apply the weed killer per the instructions specified by the manufacturer of the weed killer you are using. AGT IS NOT RESPONSIBLE FOR AIRBORNE WEED INFESTATION FROM NEIGHBORING PROPERTY.

**EXTRA OR CHANGE-ORDER WORK.**

The buyer may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

The scope of work encompassed by the order. The amount to be added or subtracted from the contract.

The effect the order will make in the progress payments or the completion date. All work to be completed is listed on the work order or job scope sheet. Any additions will be change orders and will need to be approved before we commence the work.

**THREE-DAY RIGHT TO CANCEL:**

"You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract." We make reservations

and/or hold pre-ordered products for each project incurring labor costs as soon as the contract is signed. These costs are non-refundable and will be added to any materials we were unable to return.

**GOODLEAP Financial Products extended contract**

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to [Name of seller], at [address of seller's place of business] NOT LATER THAN MIDNIGHT OF [date46 ]. I HEREBY CANCEL THIS TRANSACTION. Customer and company agree that this agreement may be executed by electronic signatures which shall be legally binding.

## Thank You For Your Business

### NOTICE OF CANCELLATION

You may cancel this transaction, without penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

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To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to

**Always Green Turf, LLC,10611 Calle Lee D-129,Los Alamitos, CA 90720**

**NOT LATER THAN MIDNIGHT OF (DATE) \_\_\_\_\_**

**I HEREBY CANCEL THIS TRANSACTION X \_\_\_\_\_**

Buyer, should you wish to exercise your right to cancel, date and sign the above cancellation notice no later than midnight of the date shown above and mail it to the contractor at the above address. Keep the bottom copy for your records.

**NOTICE OF CANCELLATION**

You may cancel this transaction, without penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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