



Project Proposal

STETSON ENGINEERS SOIL MOISTURE MONITORING

This Agreement is made by and between Landmark Irrigation Inc., hereinafter called the Contractor and STETSON ENGINEERING hereinafter called the Purchaser.

Project Description:

The enclosed project is for a soil moisture monitor package which includes moisture probe, AMI cellular data logger, solar panel, wiring, and first year service subscription.

Project Conditions, Exceptions and Exclusions:

The total installed price includes trenching, backfilling, installation, material and sales tax for the system.

Purchaser to mark plant locations prior to move in. The customer is to locate, mark, and expose all existing underground construction, including, but not limited to, buried wires, fiber cables, phone lines, pipes, etc. Any exploratory work will be billed in addition to this proposal. The customer will be billed for any repairs to any unmarked existing pipe or utility that are damaged during construction or exploratory. The customer is to locate and mark any right-of-way or easement issues.

Trenches will be backfilled with a berm to allow for normal settling. Any leveling of the trenches after normal settling has occurred will be the responsibility of the purchaser unless specified. The purchaser is to smooth out the surface on trenchways, to facilitate the establishment of a smooth and even trench bottom. The purchaser is responsible for any rebuilding of berms after installation is completed.

Any extra labor or equipment necessary to deal with caving soils, hard pan, sub-surface water, hard-rock, etc., will be billed out additionally.

In the event that the native soil contains debris or rocks greater than 1" diameter, sand shading of all buried PVC pipe is required and all additional materials and labor will be billed out additionally.

Acts of God, such as but not limited to excessive rain resulting in floated pipe, washed away hoses, etc., resulting in additional work will be billed at additional cost.

Soil conditions must be suitable for easy installation of the sprinkler stake. Hard soil conditions requiring additional labor to install will be billed at additional cost.

Extra work beyond the scope herein described will be billed out additionally. Please review the plans carefully.

Title of materials is transferred to Purchaser at time of delivery whether or not installed. Damage to, or loss of equipment after delivery is the sole responsibility of purchaser.

Terms are net 30 days unless otherwise specified in writing. A late charge of 1 ½% per month (an annual rate of 18%) will be charged on past due accounts. Prices are subject to change without notice. Seller reserves the right to correct clerical errors or omissions. Buyer agrees to pay reasonable cost of collection including but not limited to attorney's fees and court costs.

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20550 Golden State Blvd., Madera, CA, 93637, (559) 665-3700, (FAX) 661-4489

Seller's liability shall be limited to the stated price of any defective goods or services. Landmark Irrigation shall in no event be liable for buyer's crop loss or damage, lost profits, environmental damage including cleanup costs, or other damages resulting from the use of equipment or services provided.

Unauthorized use of drawings, design information or material lists is strictly prohibited. Designs and material lists are the property of Landmark Irrigation, Inc. and are protected by copyright.

Failure to pay can result in stopping any in-progress work immediately, until the account is made current. If the past due account is not cured within 30 days of notice, material (whether uninstalled or installed as partially complete for fully complete systems) can be removed from the site and the customer will be responsible for the cost of the removal.

Any and all disputes will be arbitrated in California.

Landmark will not be liable for crop loss or damage, lost profits, or other economic damages resulting in the customer's failure to comply with the terms of the contract.

Contracts will not be in full effect until Landmark determines the creditworthiness of the customer and provides a countersigned copy of the contract to the customer.

Total Price:

Materials:	\$3,960.00
Sales Tax @ 2.975%	\$117.81
Labor to Install	<u>\$2,667.67</u>
Total:	<u>\$6,745.48</u>

Price for 10: **\$60,491.00**

Price for 30: **\$171,473.00**

Terms of Payment:

Down Payment on Acceptance of Proposal	60%
Due Upon Completion	40%

Acceptance:

The undersigned offers this project proposal and purchaser accepts this proposal and its terms of conditions and payment and authorizes Landmark to proceed with the supply and/or installation of the system as per this proposal. **Proposal valid for 10 days.**

By: *Jorge Jim* 11-27-24 By: _____
 Landmark Irrigation Inc. Date: Purchaser Date: