



**CITY OF ROLLINGWOOD
403 NIXON DRIVE
AUSTIN, TEXAS 78746**

Sales: Crystal Murray
**Rollingwood Park Amenity Building Landscape
(Revision 1)**
403 Nixon Drive Austin, Texas 78746

Est ID: EST5344542

Date: Apr-28-2025

Please Note:

- This proposal is based on conceptual rendering and notes provided by Owner
 - Maas Verde to verify layout and elevations in the field with Owner prior to acceptance and installation
- Assumes project is tax-exempt
- Excludes any permitting and/or administrative costs

Demo and Site Prep	\$9,111.09
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The scope of work includes:

- Demo and haul off approximately 50 LF of existing stone and gabion wall in front of tree located across from playground
- Repair end of wall where cut
- Assumes up to a 12" deep footer to be removed
- Excludes importing any soil and grading

	Project Management
	Design-Build Labor (Demo Wall)
	Mini Skid Steer
	Skid Steer
	Jackhammer Attachment (Skid Steer)
	Concrete Saw
1 Each	Type S Mortar Mix
5 Each	Haul off and Dump - Landfill

Material Delivery Fee

Equipment Delivery Fee

Limestone Boulder Work

\$25,533.14

The scope of work includes:

- Install approximately 125 LF of approximately 6-10" deep x 24" wide limestone "pancake" boulder for retaining within the LOC (up to 19 tons)
 - Location of boulders to be primarily located along the lower edge of the slope where retaining wall removed
 - Additional boulders will be placed near the newly partially leveled space behind the amenity building
- Install limestone "pancake" boulder steps in two sets to cover the 85 LF distance (up to 15 tons)
 - Boulders for steps will be approximately 6-8" deep x2-3.5' wide
 - Boulders for steps will be installed in tiers with open space between groupings
- Excavated material for boulder placement will be spread on site
 - No haul-off included
- Gray or more "aged" boulders will be requested, but final purchase will be based on availability
- Pancake boulders to be dry stacked and set on decomposed granite
- Final design layout needs to be verified with Owner in the field

Project Management

Design-Build Labor

Skid Steer

Jackhammer Attachment (Skid Steer)

Excavator CAT 306

6 CUYD Decomposed Granite - 1/4"-

19 Tons Limestone Pancake Boulders *Gray*
(Delivered) 125'

15 Tons Limestone 'Pancake' Boulders *Gray*
(Delivered) 90' Steps

Material Delivery Fee

Equipment Delivery Fee

Decomposed Granite Upper Area and Rock Basins

\$3,876.02

The scope of work includes:

- Install two shallow rock basins at downspout locations along the back of the amenity building
 - Basin is bid as 5' diameter with up to 8" depth
 - Basin will be filled with washed river rock to help capture and filter water from the downspouts
- Install stabilized decomposed granite (DG) and road base to adjust the level of the area off the back of amenity building up to 4"

- The area to have grade adjusted as outlined on the provided overhead image between the sidewalk and green dots (Upper Playground Retaining- 2 pdf)
- Total change in grade will not be more than 4" in depth as outlined by the tree protection guidelines for working within the 1/2 CRZ of tree
 - Tree survey not provided to Maas Verde--1/2 CRZ size is assumed
- Limestone "pancake" boulders used for retaining DG area is located in the "stone work" section of the proposal
- Final design layout needs to be verified with Owner in the field
- Excludes haul-off of any material
- Excludes adjusting existing irrigation due to grade change

Project Management

Design-Build Labor

Skid Steer

4 CUYD Stabilized Decomposed Granite - 1/4"

2 CUYD Road Base

1 CUYD Washed River Gravel - 1.5"

Material Delivery Fee

Equipment Delivery Fee

Irrigation Diagnostic (1-Hour Minimum)

\$110.00

The scope of work includes:

- Irrigation diagnostic to run through all zones of irrigation system to identify locations of zones, any repairs needed, and any modifications recommended as related to the LOC
 - Owner to provide as-built drawings, documentation, prior repairs, and/or any information related to existing irrigation system
- The irrigation diagnostic excludes digging, repairs, and/or modifications to the existing system
- If further investigation is required after the first hour, communication will be made with Owner and will be billed at \$95/hour
- Any repairs and/or recommended modifications to the existing irrigation system will be proposed separately

Irrigation Technician

Irrigation

\$1,879.23

The scope of work includes:

- Install one drip irrigation zone to existing system to help establish new native plantings (15-1g Native Plants)
- The current irrigation controller to be utilized
- Assumes space is available on controller

Project Management

Irrigation Technician

Design-Build Labor

Mini Skid Steer

	Mini Trencher Attachment
1 Each	Irrigation Install - Drip Zone
1 Each	Misc. Irrigation Materials
	Material Delivery Fee
	Equipment Delivery Fee

Planting **\$610.79**

Scope of work:

- Install pockets of native plants to the planting beds created along the boulders (Qty 15 plants included per Owner request)
- The plantings will add interest, beauty, and habitat/food source for pollinators and birds
 - Planting will also act as an education element for children utilizing the space
- Includes up to 2" of hardwood mulch in 3' rings around plants
- Plant list may change due to availability at the time of installation
- MicroLife organic fertilizer will be used to enhance soil biological activity in planting beds

	Project Management
	Design-Build Planting Labor
3 Each	Webberville Sedge - 1 Gal
3 Each	Artemesia - 1 Gal
1 Each	Grass Big Muhly - 1 Gal
3 Each	Grass Inland Sea Oats - 1 Gal
1 Each	Skullcap Purple - 1 Gal
3 Each	Golden Groundsel - 1 Gal
1 Each	Mistflower White - 1 Gal
1 CUYD	Texas Cut Hardwood Mulch
0.25 Bags	Microlife All Purpose - 40#
	Material Delivery Fee

Subtotal	\$41,120.27
Taxes	\$0.00
Estimate Total	\$41,120.27

Contract Payment Summary

PO #	Contract #	
Invoice 1	Due at signing	\$1,849.52

	Due at signing (Tax Exempt)	\$18,710.62
	Invoice Total	\$20,560.14
Invoice 2	Due at completion	\$1,849.52
	Due at completion (Tax Exempt)	\$18,710.61
	Invoice Total	\$20,560.13

Payment amounts do not include tax. Tax will be calculated at the time of invoicing.

Payment Terms and Conditions

This Proposal expires 30 days from the date of this email. Upon the acceptance of the work, payment of the unpaid balance Fixed Contract Price when due together with such Value Added Taxes as may be applicable to such payment. The Estimate Total is a Fixed Contract Price and will only change pursuant to section "**Procedure for Extra Work and Changes**" below.

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Maas Verde Representations: Maas Verde will perform the Scope of Work in a workmanlike and professional manner in compliance with all applicable laws, regulations, codes, and restrictive covenants of which he is made aware.
- Client Representations: Client is the legal owner of the Property, or is otherwise authorized to contract for work on the Property. Client has undertaken its own due diligence to ascertain whether the Scope of Work is in compliance with any restrictive covenants, easements, and homeowner association requirements. Client is responsible for ascertaining property boundary and property lines on the Property and is responsible for identifying the location of same. Client will provide Maas Verde, its employees, agents, and subcontractors reasonable access to the Property and agrees to keep the Property clear of all known and potential hazards and agrees to keep pets properly restrained and out of the work area of the Property.
- Subcontractors: Maas Verde will perform the Scope of Work with its own employees and/or subcontractors retained by him depending upon the work requirements. Maas Verde will fully pay its subcontractors and in all instances remain responsible for the proper completion of the Scope of Work.
- Risk of Unknown Conditions: During the performance of its Scope of Work, Maas Verde may discover unknown or hidden sub-surface conditions, utility lines, water pondage or springs, or other conditions rendering performance of the Scope of Work impracticable. In such eventuality, Maas Verde may at its option renegotiate the Fixed Contract Price and Scope of Work taking into account such conditions, or terminate this Contract with payment owed for work performed prior to termination.
- Damaged Utilities: Should damage occur to utilities during construction, Maas Verde is only liable for the cost of the repair. Maas Verde is not liable in any way for inconvenience to the Client caused by damage to the utilities. Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Entire Agreement: The Contract reflects the entire agreement between Maas Verde and Client. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing and signed by both Maas Verde and Client.
- Dispute Resolution: If any dispute arises involving performance or payment under this Contract or if any damage or liabilities arise during the performance of the Scope of Work, any and all such controversies between the parties will be submitted to mandatory mediation as a condition precedent to any further proceeding. If such mediation cannot resolve the parties' differences, the parties to this Contract agree to submit to binding arbitration pursuant to the provisions of TEX. CIV. PRAC. & REM. CODE §171.001 et seq. as the parties' sole and exclusive remedy. Any arbitration will take place before a single arbitrator selected by agreement of the parties; however, if the parties

cannot agree as to the selection of an arbitrator, the arbitrator will be appointed by a Travis County District Court Judge.

Procedure for Extra Work and Changes

Maas Verde and Client acknowledge and agree that minor inconsistencies or conflicts within the Scope of Work Addendum shall be resolved by Landscaper in its reasonable discretion. Further, unknown conditions on the Property such as concealed conditions on the property, unknown utilities or other sub-surface conditions, might require minor variations or revisions to the Scope of Work as it is being undertaken.

Maas Verde and Client acknowledge and agree that significant changes to the Scope of Work shall cause a revision to the Fixed Contract Price referenced in this Scope of Work and proposal. Significant changes to the Scope of Work will be proposed in the form of a Change Order(s). Maas Verde will not complete any Scope of Work related to any Change Order(s) without written acceptance of the Change Order(s) by the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves Maas Verde of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: Maas Verde warrants all construction and installation for a period of one year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one month if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of Maas Verde. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by Maas Verde.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. Maas Verde will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of Maas Verde – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. Maas Verde shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related

of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Planting + Plant Warranty

- *Trees:* All trees are warranted for one growing season from the date of installation, provided that Maas Verde is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants, including automatic irrigation.
- *Shrubs and Perennials:* Shrubs and Perennials are guaranteed for thirty days from the date of installation, provided that Maas Verde is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants, including automatic irrigation.
- *Plant Seasonality:* Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants. Maas Verde will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted with out voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.
- *Plant Availability:* In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, Maas Verde will work closely with the Client to provide a approved substitution(s) – subject to availability.
- *Plant Diseases:* Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform Maas Verde. Maas Verde will determine the nature and source if the illness. If it is deemed that the plant was infected prior to installation, Maas Verde reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's health fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, Maas Verde reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of Maas Verde. In all cases, Maas Verde shall work with the Client to minimize damage to the existing Contract related plants.
- *Plant Replacement:* Maas Verde is entitled to up to one year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one year or wait for a suitable replacement. Should the plant be a matching pair or series, and it is not possible to replace, Maas Verde agrees to replace all plants in the series or pair at Maas Verde's cost.
- *Lawns:* All new sod under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement.
- *Water Plants:* Water plants are guaranteed for same-planted season only.
- *Weeds:* Maas Verde shall use it's efforts to minimize any weeds, however, Maas Verde shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.
- *Directions for Maintaining Plant Material:* Maas Verde will provide, verbally or in writing, a guide for the care and maintenance of all planning provided. Failure to comply with the guidelines set out therein shall void any warranty or guarantee provided by Maas Verde whether express or implied.
- *Replacement plant material:* Maas Verde does not guarantee plant material that has been transplanted on site. Replacement plant material is not guaranteed.
- *Required Maintenance:* Maas Verde will provide technical direction, verbally or in writing, for all plant material constructed, erected, implemented or planted on the site as part of the Contract. Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any Maas Verde warranty on items so affected. Where Maas Verde recognizes that the Client lacks sufficient resources (water

pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract, Maas Verde will also inform the Client and recommend possible solutions. However, Maas Verde is not obligated to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.

- *Water Supply:* Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

Contractor: 

Crystal Murray

Client: _____

Signature Date: 05/08/2025

Signature Date: _____

Email: crystal@maasverde.com