



Customer:

Dwayne Eberhart
 City of Powder Springs
 3006 Springs Industrial Drive
 Powder Springs, GA 30127

Property:

Powder Springs:Thurman Springs
 Park
 4485 Pineview Drive
 Powder Springs, GA 30127

Turf Care Program 2026

Turf Care Program

Turf Services Round 1

Items	Quantity	Unit	Price/Unit	Price
Round 1 - Post Emergent	11,000.00	sq ft	\$27.73	\$27.73
Round 1 - Pre Emergent	11,000.00	sq ft	\$7.92	\$7.92
Round 1 - Fertilizer, Cool Season	0.00	sq ft	\$0.00	\$0.00
Application Less than 4,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application 4,000 to 11,999 sq ft	11,000.00	sq ft	\$41.71	\$41.71
Application 12,000 to 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application Greater than 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Labor - Spray Tech	0.50	Hr	\$45.33	\$45.33

Turf Services Round 1: \$125.00

Turf Services Round 2

Items	Quantity	Unit	Price/Unit	Price
Round 2 - Fertilizer Cool Season	0.00	sq ft	\$0.00	\$0.00
Round 2 - Fertilizer Warm Season	11,000.00	sq ft	\$5.58	\$5.58
Round 2 - Post Emergent Broad Leaf	11,000.00	sq ft	\$9.37	\$9.37
Round 2 - Post Emergent Grassy Weeds	11,000.00	sq ft	\$4.02	\$4.02
Application Less than 4,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application 4,000 to 11,999 sq ft	11,000.00	sq ft	\$41.71	\$41.71
Application 12,000 to 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application Greater than 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Labor - Spray Tech	0.50	Hr	\$45.33	\$45.33

Turf Services Round 2: \$125.00

Turf Services Round 4

Items	Quantity	Unit	Price/Unit	Price
Round 4 - Fertilizer, Cool Season	0.00	sq ft	\$0.00	\$0.00

Round 4 - Fertilizer, Warm Season	11,000.00	sq ft	\$51.61	\$51.61
Application Less than 4,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application 4,000 to 11,999 sq ft	11,000.00	sq ft	\$41.71	\$41.71
Application 12,000 to 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application Greater than 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Labor - Spray Tech	0.50	Hr	\$45.33	\$45.33

Turf Services Round 4: \$140.00

Turf Services Round 6

Items	Quantity	Unit	Price/Unit	Price
Round 6 - Fertilizer and Pre-Emergent, Cool Season	0.00	sq ft	\$0.00	\$0.00
Round 6 - Fertilizer, Warm Season	11,000.00	sq ft	\$91.55	\$91.55
Round 6 - Pre-Emergent, Warm Season	11,000.00	sq ft	\$66.63	\$66.63
Application Less than 4,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application 4,000 to 11,999 sq ft	11,000.00	sq ft	\$41.71	\$41.71
Application 12,000 to 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application Greater than 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Labor - Spray Tech	0.50	Hr	\$45.33	\$45.33

Turf Services Round 6: \$246.00

Turf Services Round 7

Items	Quantity	Unit	Price/Unit	Price
Round 7 - Fertilizer, Cool Season	0.00	sq ft	\$0.00	\$0.00
Round 7 - Pre-Emergent, Warm Season	11,000.00	sq ft	\$28.56	\$28.56
Application Less than 4,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application 4,000 to 11,999 sq ft	11,000.00	sq ft	\$41.71	\$41.71
Application 12,000 to 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Application Greater than 20,000 sq ft	0.00	sq ft	\$0.00	\$0.00
Labor - Spray Tech	0.50	Hr	\$45.33	\$45.33

Turf Services Round 7: \$125.00

Subtotal	\$761.00
Total	\$761.00

Optional Services

Initial next to the Optional Services you would like to accept.

- Turf Services Round 3** **\$65.00**
- Turf Services Round 5** **\$65.00**

Terms & Conditions

Installation Terms:

IV. TERMS & CONDITIONS

Client agrees to the below terms and conditions as well as the Conditions of Contract found here: <https://marianipremiergroup.com/LLC/CoC.pdf>, which contain the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written except as provided for herein. Both have agreed by the parties determined to be reasonable by both parties and that they form a part of the Contract. Client agrees to the applicable terms of ECL's privacy policy (found here: <https://www.marianipremiergroup.com/privacy-policy/>), specifically with respect to the usage and storage of Client information.

1. JOB DESCRIPTION

1.1 Part of this agreement sets forth the materials and labor specifically needed to complete the job Client has requested be done by Ed Castro Landscape and contains herein the purchaser price agreed to by the parties hereto. ACCEPTANCE BY PURCHASER OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OF THE MATERIALS, LABOR AND PURCHASE PRICE SET FORTH SHALL CREATE A BINDING CONTRACT.

2. LIMITED WARRANTY AND DISCLAIMER

2.1 Plant material furnished and installed by Seller shall be warranted for a period of six (6) months from date of planting. Client agrees to notify Ed Castro Landscape in writing of any plants that died or are dying during the warranty period. Notification by phone will not be acceptable. Failure to submit written claims to Ed Castro Landscape within the warranty period specified herein shall deem a waiver by Client of such claim.

2.2 Plants existing on the site and transplanted shall not be guaranteed

2.3 No guarantee is made as to any existing trees.

2.4 Any plant(s) damaged through no fault of Ed Castro Landscape (e.g. by insufficient watering practices, cold, insects such as bores in pine trees, fire, dogs, vandalism, etc.) are specifically excluded from the warranty made herein and will not be replaced.

2.5 Seller shall not be responsible for loss or death of plant(s) due to Client's failure to properly protect or maintain said plants.

2.6 Plants shall include and are deemed to mean trees, shrubs, flowers and other foliage but shall not include lawn grass of any type.

2.7 Lawn grass installation work is only guaranteed as to proper installation practices and not as to final results. Client agrees that the Ed Castro Landscape's responsibility for lawn planting ceases upon completion of seeding, sprigging or sodding operation.

2.8 Plant sizes specified herein are in accordance with U.S.A.S. Standard for Nursery Stock, 1969, sponsored by the American Association of Nurserymen.

2.9 Except as stated above, Client accepts plants "as is" and ED CASTRO LANDSCAPE MAKES NO REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLANTS, WHETHER AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH HEREIN. The measure of damage set forth herein is intended to modify and replace those damages available to Client for breach of warranty under the Georgia Uniform Commercial Code and limited recovery to the amount set forth in this Contract. The remedies provided herein are exclusive of all others available to Client.

2.10. Seller makes no representation as to the effectiveness of herbicides used and does not warranty final results.

2.11 Prices contained herein reflect normal subsurface condition. If there exists a condition (i.e. rock) not anticipated, Ed Castro Landscape will notify the client and submit a proposal for costs of correcting measures if needed.

2.12 All hardscape work is guaranteed for a period of 1 year from completion.

2.14 The Client assumes that an available power and/ or water source shall be accessible when needed. In the absence of said source, the Client will be made aware and asked to provide, or Ed Castro Landscape will submit a proposal for costs if needed.

2.15 No Warranties shall be honored until the contract is paid in full.

3. CLIENT'S DUTIES AND STANDARD OF CARE

3.1 All work is to be completed in a workmanlike manner according to standard practices, and upon completion of the work, the work site will be left clean and free of debris.

3.2 Ed Castro Landscape will not be responsible for any seepage or other water leakage that may occur as a result of its planting, removing and replanting plants next to any structure located on worked property.

3.3 All reasonable caution will be taken to prevent damage to existing walls, driveways and other pavement, septic tanks and underground utility lines; provided, however, the Landscape Contractor cannot be responsible for damage to said facilities resulting from ordinary care in the execution of the work herein.

3.4 This Contract is based on all grades being within one tenth of one foot of finish grade prior to Ed Castro Landscape starting work unless otherwise stipulated herein.

3.5 This Contract is based on the site being free of debris prior to the Ed Castro Landscape starting work unless otherwise stipulated herein.

3.6 This Contract does not include additional fill dirt from off the site as may be necessary to establish the proper grade unless otherwise stipulated herein.

3.7 This Contract is subject to change as may be required by local building and/or zoning codes.

3.8 Planting time of plants specified herein is subject to the seasonal availability of the plant material.

3.9 Work involving the piping away of water from downspouts does not include any modification in the existing downspouts. If modifications are necessary (including the removal of elbows or waterproofing walls) it is the Client's responsibility and a firm whose business is installing and repairing gutters and downspouts or waterproofing should do the work.

3.10 Client is responsible for determining the location and properly marking all property and building lines that may be pertinent to the execution of the work outlined herein.

4. PAYMENT

4.1 Invoice are due upon receipt pursuant to the terms set forth therein.

4.2 Until such time as full and final payment has been received by Client, Ed Castro Landscape agrees that title to all materials and plants furnished by Ed Castro Landscape pursuant to this Contract shall remain in Client's name and that Ed Castro Landscape or its agents may enter Client's premises in order to remove some or all of said material and plants

5. MISCELLANEOUS

5.1 Seller may withdraw this proposal if not accepted within thirty (30) days.


5.2 If any item or paragraph is found to be void or unenforceable for any reason, then this Contract shall be read and construed as if such item or paragraph had never been a part of this Contract.

5.4 The singular shall be construed, where necessary, to mean the plural, and the plural the singular.

I, (we) the undersigned Client has read and understood the above Contract and accepted it, as written.

By _____
Heiny Martinez

Date 3/8/2026
**Mariani Enterprises, LLC dba Ed
Castro Landscape**

By 

Date 03/23/26
**Powder Springs:Thurman Springs
Park**