

# PLOWBOY LANDSCAPES, INC.

Proposal and Contract for Landscaping

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DATE \_\_\_\_\_ 20 \_\_\_\_\_

TO: \_\_\_\_\_

\_\_\_\_\_  
(HEREINAFTER REFERRED TO AS "OWNER"), THE UNDERSIGNED, PLOWBOY LANDSCAPES, INC. (HEREINAFTER REFERRED TO AS "CONTRACTOR"), PROPOSE TO FURNISH LABOR AND MATERIALS TO COMPLETE THE FOLLOWING JOB.

\_\_\_\_\_  
ALL WORK TO BE PERFORMED ACCORDING TO THIS CONTRACT AND ATTACHMENTS HERETO LANDSCAPE PLANS AND SPECIFICATIONS TO BE BY LANDSCAPE ARCHITECT

\_\_\_\_\_ TITLED: \_\_\_\_\_

\_\_\_\_\_  
AND  
DATED: \_\_\_\_\_

\_\_\_\_\_  
JOB ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE IS: \_\_\_\_\_

RESPECTFULLY SUBMITTED,

**PLOWBOY LANDSCAPES, INC.**

P.O. BOX 1802, VENTURA, CA 93002 • (805) 643-4966  
STATE CONTRACTORS LICENSE C-27 B #598795

BY: DOUGLAS WASSON

TITLE: PRESIDENT

**ACCEPTANCE**

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE JOB HEREINABOVE DESCRIBED, ACCORDING TO THE TERMS HEREOF, FOR WHICH I HAVE AGREED TO PAY THE CONTRACT PRICE MENTIONED IN THIS PROPOSAL, AND ACCORDING TO THE TERMS THEREOF. I HAVE READ AND AGREED TO THE PROVISIONS CONTAINED HEREIN, AND ANY ATTACHMENTS HERETO, (WHICH SHALL BE MADE A PART HEREOF), INCLUDING THOSE ATTACHMENTS DESCRIBED AS: CONTRACT PLANS AND SPECIFICATIONS (DATED AS ABOVE) AND STANDARD NOTES.

OWNER'S NAME: \_\_\_\_\_ PHONE: (W) \_\_\_\_\_  
(H) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_  
\_\_\_\_\_

DATE:

**ADDITIONAL TERMS**

ALL WORK TO BE PERFORMED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD CONSTRUCTION PRACTICES FOR THE SUM OF \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) TO BE PAID AS PROGRESS PAYMENTS AS FOLLOWS:

THE REMAINING UNPAID BALANCE OF THE CONTRACT PRICE SHALL BE FULLY PAID (WITHOUT RETENTION) WITHIN (15) DAYS AFTER COMPLETION OF WORK ON THE JOB. COMPLETION OF WORK SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECTS APPROVAL AND ACCEPTANCE OF THE JOB.

IF ANY PAYMENT IS NOT MADE WHEN DUE, CONTRACTOR MAY SUSPEND WORK ON THE JOB UNTIL ALL DELINQUENT PAYMENTS HAVE BEEN PAID. ANY FAILURE TO MAKE A SCHEDULED PAYMENT WITHIN (20) DAYS OF THE DATE DUE FOR PAYMENT SHALL BE DEEMED A MATERIAL BREACH OF THIS CONTRACT. INTEREST SHALL ACCRUE ON LATE PAYMENTS AT THE RATE OF ONE AND ONE – HALF PERCENT (1½) PER MONTH.

ANY CHANGES OR ALTERATIONS IN THE SCOPE OF THE JOB OR TERMS OF THIS CONTRACT CAN ONLY BE MADE IN WRITING AND SIGNED BY THE CONTRACTOR AND THE OWNER. SHOULD THE CHANGE REQUIRE AN INCREASE OF LABOR OR MATERIALS AN ADDITIONAL CHARGE FOR SAME WILL BE ADDED TO THE CONTRACT PRICE.

THIS PROPOSAL IS VALID FOR THIRTY DAYS, OR WHEN SIGNED BY BOTH PRINCIPLE PARTIES. WORK SUBJECT TO DELAYS CAUSED BY ACTS OF GOD, STORMY WEATHER, UNCONTROLLABLE LABOR TROUBLE, MATERIAL SHORTAGES, UNFORESEEN CONTINGENCIES OR CHANGE ORDERS.

INITIALS \_\_\_\_\_

**NOTICE**

CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL WORK DONE UNDER THE CONTRACT, INCLUDING TECHNIQUES, SEQUENCES, PROCEDURE, MEANS, AND COORDINATION OF WORK.

CONTRACTOR SHALL COMPLY WITH ALL LAWS AND ORDINANCES AS WELL AS ALL RULES, REGULATIONS, OR ORDERS OF ALL PUBLIC AUTHORITIES RELATING TO PERFORMANCE OF THE WORK. IF ANYTHING SET FORTH IN THIS CONTRACT IS AT VARIANCE THEREWITH, CONTRACTOR SHALL NOTIFY OWNER, OR OWNER'S REPRESENTATIVE PROMPTLY ON DISCOVERY OF SUCH VARIANCE AND THIS CONTRACT SHALL BE REVISED TO COMPLY WITH SAME.

IF WORK IS STOPPED FOR A PERIOD OF (30) DAYS OR MORE BY ORDER OF THE COURT OR OTHER PUBLIC AUTHORITY, OR BECAUSE OF ANY ACT OR NEGLIGENCE OF THE OWNER, CONTRACTOR MAY, UPON (3) DAYS WRITTEN NOTICE TO OWNER, STOP WORK AND TERMINATE THE CONTRACT AND RECOVER PAYMENT FROM OWNER FOR ALL WORK COMPLETED AND FOR ALL LOSSES SUSTAINED ON ANY MATERIALS, MACHINERY, EQUIPMENT, OR LABOR, INCLUDING REASONABLE PROFIT AND DAMAGES. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL SUPERSEDE AND GOVERN THE TERMS AND CONDITIONS OF ANY OTHER AGREEMENT WHICH ARE INCONSISTENT WITH THIS AGREEMENT, INCLUDING THOSE DOCUMENTS OF ANY GENERAL CONTRACTOR OR DEVELOPER TO WHICH THIS AGREEMENT IS ATTACHED AS AN EXHIBIT ("SUPERSEDED DOCUMENTS"). CONTRACTOR SHALL NOT BE SUBJECT TO THE TERMS AND CONDITIONS OF THE SUPERSEDED DOCUMENTS UNLESS HE HAS

SPECIFICALLY AGREED IN WRITING TO BE SUBJECT TO THE TERMS AND CONDITIONS IN QUESTION. IN THE EVENT OF ANY AMBIGUITY, THE AMBIGUITY SHALL BE RESOLVED IN A MANNER CONSISTENT WITH THIS AGREEMENT OF IN A MANNER MOST FAVORABLE TO CONTRACTOR. CONTRACTOR AGREES TO KEEP IN FORCE AT HIS OWN EXPENSE DURING THE ENTIRE PERIOD OF CONSTRUCTION THE FOLLOWING INSURANCE.

- A) WORKER'S COMPENSATION INSURANCE
- B) LIABILITY INSURANCE WITH POLICY LIMITS NOT LESS THAN (\$1,000,000) COVERING BODILY INJURY OR DEATH OF ONE (1) PERSON, AND NOT LESS THAN (\$1,000,000) COVERING PROPERTY DAMAGES.

### **ARBITRATION AND ATTORNEY'S FEES**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OUR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF WILL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE NON-PREVAILING PARTY TO THE ARBITRATION AGREES TO PAY TO THE PREVAILING PARTY ALL COSTS AND EXPENSES OF THE ARBITRATION INCURRED BY PREVAILING PARTY, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES FOR ALL LEGAL COUNSEL, DEPOSITIONS, WITNESS FEES, TRAVEL AND LODGING AND OTHER EXPENSE INCURRED IN CONNECTION WITH THE ARBITRATION, AND IF THE PREVAILING PARTY SHALL RECOVER JUDGMENT IN ANY ACTION OR PROCEEDING, THE COSTS, EXPENSES, AND ATTORNEYS' FEES SHALL BE INCLUDED AS PART OF THE JUDGMENT.

### **CONTRACTOR GUARANTEE**

ALL PLANTING OF (5) GALLON SIZE, OR LESS, ARE GUARANTEED FOR (90) DAYS. THIS INCLUDES CONTAINER PLANTS, GROUNDCOVER, AND TURF. ALL PLANTINGS OF (15) GALLON SIZE, OR LARGER, ARE GUARANTEED FOR ONE (1) YEAR. THIS (1) ONE YEAR GUARANTEE ALSO APPLIES TO THE IRRIGATION SYSTEM.\*

NATURAL DISASTERS AND EXTREME CONDITIONS ARE NOT COVERED BY GUARANTEE.

THESE GUARANTEES ASSUME ADEQUATE MAINTENANCE PROCEDURES AND CORRECT WATER MANAGEMENT.

\*WE GUARANTEE THAT THE IRRIGATION SYSTEM WE HAVE FURNISHED AND INSTALLED IS FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, AND THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS. PROBLEMS DUE TO NORMAL WEAR, ABUSE, OR NEGLIGENCE ARE EXCLUDED FROM THE GUARANTEE.

INITIALS \_\_\_\_\_

### **STANDARD NOTES**

1. THIS IS A BID PER PLANS AND SPECIFICATIONS. CHANGES ARE NOTED IN THIS SECTION OR UNDER ALTERNATE ADDITIONS, THE ITEMIZED BREAKDOWN IS FOR YOUR CONVENIENCE.
2. WEED CLEARING, OR GROW KILL CYCLE NOT IN BID UNLESS NOTED.
3. NO IMPORT OR EXPORT OF SOIL OR PLACEMENT, UNLESS SPECIFICALLY NOTED.
4. NO HARDSCAPE, OR LIGHTING UNLESS OTHERWISE NOTED.
5. NO DRAIN WORK OR SITE AMENITIES UNLESS NOTED.
6. NO DEMOLITION OR PRUNING IN BASE BID, UNLESS SPECIFICALLY NOTED.
7. NO METERS INCLUDED, PUMP SYSTEMS NOT INCLUDED IN BID UNLESS SPECIFICALLY MENTIONED.
8. NO CONCRETE OR A.C. CUTTING, PATCHING OR REMOVAL INCLUDED.
9. GENERAL CONTRACTOR OR OWNER TO PROVIDE POWER TO IRRIGATION CONTROLLER THROUGHOUT CONSTRUCTION AND MAINTENANCE PERIOD. HAND WATERING NOT INCLUDED.
10. NON-UNION LABOR BID. PLOWBOY LANDSCAPES, INC. IS NOT SUBJECT TO ANY LABOR AGREEMENTS MADE BY OTHERS.

11. PLOWBOY LANDSCAPES, INC. IS NOT RESPONSIBLE FOR THE CONTROL OF DEER, GOPHERS, SQUIRRELS, MOLES, OR OTHER RODENTS OR FOR THE DAMAGE DONE BY THE ABOVE MENTIONED.
12. EXTRA COSTS MAY BE CHARGED TO THE OWNER DUE TO ROCK OBSTRUCTIONS WHICH PREVENT NORMAL TRENCHING OR DIGGING OPERATIONS.
13. ALL PROPOSAL PRICES ARE BASED ON A STRAIGHT TIME PAY SCALE FOR EMPLOYEES OR PLOWBOY LANDSCAPES, INC. ALLOWANCES FOR OVERTIME OR WEEKEND PAY ARE NOT PROVIDED
14. FOR IN THE BASE PROPOSAL. A PREMIUM PRICE FOR OVERTIME OR WEEKEND WORK WILL BE SUPPLIED UPON REQUEST.
15. ALL PROPOSALS ARE BASED ON SINGLE PHASE CONSTRUCTION. PHASED PROJECTS MAY INCUR AN ADDITIONAL 10% - 20% COST INCREASE. PROJECTS THAT EXPERIENCE INTERRUPTED CONSTRUCTION WILL BE DEEMED AS PHASED.
16. THIS PROPOSAL IS LIMITED TO THE TYPE AND QUALITY OF WORK DESCRIBED HEREIN. ANY ADDITIONAL WORK REQUIRED WILL BE CONSIDERED EXTRA AND WILL BE CHARGED ON A TIME AND MATERIALS BASIS. TIME WILL BE COSTED AT (\$ 35.00) PER HOUR AND MATERIAL WILL BE COSTED AT COST PLUS. TRUCKS AND EQUIPMENT CHARGED ON A PER DIEM BASIS.
17. MAINTENANCE PERIODS SHALL BE COMPLETED BY PHASES, IN ACCORDANCE WITH COMPLETION OF PHASES OF LANDSCAPE CONSTRUCTION.
18. RETENTION PAYMENTS ARE DUE AT THE END OF THE MAINTENANCE PERIODS ON EACH PHASE OF A PROJECT. IF NO MAINTENANCE IS REQUIRED, THEN NO RETENTIONS SHALL BE HELD.
19. PLOWBOY DOES NOT GUARANTEE SEED GERMINATION IN NON-IRRIGATED AREAS, NOR DO WE GUARANTEE ANY PLANT SURVIVAL OR GROWTH IN NON-IRRIGATED AREAS. ALSO, PLOWBOY MAINTENANCE RESPONSIBILITIES DO NOT EXTEND TO NON-IRRIGATED AREAS, UNLESS SPECIFICALLY NOTED.
20. OWNER TO FURNISH THE FOLLOWING (AT OWNER'S COST WHERE APPLICABLE):
  - a. SURVEYS AND SURVEY TAKING
  - b. PERMITS, FEES & LICENSES
  - c. THREE SETS OF PLANS AND SPECIFICATIONS (EXCEPT FOR DESIGN-BUILD JOBS)
  - d. WATER AND ELECTRICITY (POINT OF CONNECTION SUPPLIED BY OWNER)
  - e. GRADE TO BE PLUS OR MINUS .10 FOOT OF FINISH GRADE, AND CLEAR OF WEEDS AND DEBRIS, OR AS PER CONTRACT.
  - f. OWNER TO PROVIDE CONTRACTOR A REASONABLE CONSTRUCTION SCHEDULE, TO BE AGREED TO BY CONTRACTOR AT INITIATION OF PROJECT. WEEKEND PREMIUM WORK NOT INCLUDED IN CONTRACT. CONTRACTOR NOT LIABLE FOR LIQUIDATED DAMAGES.
21. PLOWBOY LANDSCAPES REQUIRES A LANDSCAPE ARCHITECT TO MONITOR AND HELP IMPLEMENT JOBS. PLOWBOY IS NOT RESPONSIBLE FOR PROBLEMS DUE TO THE UNAVAILABILITY OF A LANDSCAPE ARCHITECT FOR PROPER APPROVALS AND MODIFICATIONS (THIS REFERS SPECIFICALLY TO DESIGN CHANGES, PLANT REPLACEMENT AND SUBSTITUTION, MODIFICATION OR SPECIFICATIONS).
22. PLOWBOY IS NOT RESPONSIBLE FOR WATER COSTS, WATER USAGE, OR FINES RELATED TO LANDSCAPE WATER USAGE.
23. SOIL AMENDMENTS FOR SLOPE AREAS ARE NOT USUALLY FIGURED AS PART OF PROPOSAL.

24. WE ARE ONLY RESPONSIBLE FOR THE REPAIR OF UNDERGROUND UTILITIES & LINES WHICH HAVE BEEN MARKED OR DESIGNATED BY DIG ALERT OR THE OWNER PRIOR TO DAMAGE. NOT RESPONSIBLE FOR UNKNOWN LINES.

25. NO WARRANTY AGAINST THEFT OF VANDALISM.

INITIALS \_\_\_\_\_