

PLOWBOY LANDSCAPES, INC.

2190 N. VENTURA AVENUE VENTURA, CA 93001

TEL: (805) 643-4966 FAX: (805) 648-5571

LIC. # 598795 DIR # 1000005713

CONSTRUCTION CONTRACT

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:

INCLUDED IF CHECKED: EXHIBIT "A" _____

INCLUDED IF CHECKED: EXHIBIT "B" _____

INCLUDED IF CHECKED: EXHIBIT "C" _____

ADDITIONAL NOTES AND INCLUSIONS:

LANDSCAPE PLANS AND SPECIFICATIONS TO BE BY A LANDSCAPE ARCHITECT:

ARCHITECT: _____ TITLED: _____

AND DATED: _____

JOB ADDRESS: _____

OWNER'S REPRESENTATIVE: _____

RESPECTFULLY SUBMITTED,

PLOWBOY LANDSCAPES, INC.
P.O. BOX 1802, VENTURA, CA 93002 ~ 805.643.4966
STATE CONTRACTORS LICENSE C-27 & B #598795

DOUGLAS WASSON
PRESIDENT

DATE

ACCEPTANCE:

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND LABOR REQUIRED TO COMPELTE THE JOB HEREIN ABOVE DESCRIBED, ACCORDING TO THE TERMS HEROF, 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 ABOVE) AND STANDARD NOTES.

ACCEPTED BY (SIGN): _____

TITLE: _____

NAME (PRINT): _____

DATE: _____

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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 REMIANING UNPAID BALANCE OF THE CONTRACT PRICE SHALL BE FULLY PAID (WITHOUT RETENTION) WITHIN FIFTEEN (15) DAYS AFTER THE COMPLETEION OF WORK ON THE JOB. COMPLETION OF WORK SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT'S 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 (1.5%) 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 CONTRACT 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, CONTRACTORS 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 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 OWNER, CONTRACTOR MAY, UPON (3) DAYS WRITTEN NOTICE TO OWNER, STOP WORK AND TERMINATE THE CONTRACT AND REDCOVER PAYMENT FROM OWNER FOR ALL WORK COMPLETED AND FOR ALL LOSSES SUSTAINED ON ANY MATERIALS, MACHINERY, EQUIPMENT, LABOR, AND INCLUDING REASONABLE PROFIT AND DAMAGES.

THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL SUPERSEDE AND GOVERN THE TERMS AND CONDITIONS OF AN YOTHER 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 SUBJECTED TO THE TERMS AND CONDITIONS OF THE SUPERSEDED DOCUMENTS UNLESS HE HAS SPECIFICALLY AGREED IN WRITING TO THE 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, IN A MANNER MOST FAVORABLE TO THE 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.

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ARBITRATION AND ATTORNEY'S FEES

ANY CONTROVERSY OF 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 JUDGEMENT 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 THE PREVAILING PARTY, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES FOR ALL LEGAL COUNSEL, DEPOSITIONS, WITNESS FEES, TRAVEL AND LODGING, AND OTHER EXPENSES INCURRED IN CONNECTION WITH THE ARBITRATION. 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'S GUARANTEE

ALL PLANTING OF (5) GALLON SIZE, OR LESS, ARE GUARANTEED FOR (90) DAYS. THIS INCLUDES CONTAINER PLANTS, GROUND COVER, AND TURF. ALL PLANTING OF (15) GALLON SIZE, OR LARGER, ARE GUARANTEED FOR ONE (1) YEAR. THIS (1) 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 IS FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, AND THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE 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 INCLUDED IN BID UNLESS SPECIFICALLY NOTED.
3. NO IMPORT OR EXPORT OF SOIL OR PLACEMENT OF SOIL, UNLESS SPECIFICALLY NOTED.
4. NO HARDSCAPE OR LIGHTING UNLESS SPECIFICALLY NOTED.
5. NO DRAIN WORK OR SITE AMENITIES UNLESS SPECIFICALLY NOTED.
6. NO DEMOLITION OR PRUNING IN BASE BID, UNLESS SPECIFICALLY NOTED.
7. NO METERS OR PUMP SYSTEMS INCLUDED IN BID UNLESS SPECIFICALLY MENTIONED.
8. NO CONCRETE OR A.C. CUTTING, PATCHING, REMOVING, JACKING, CORING OR BORING.
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. A PREMIUM PRICE FOR OVERTIME OR WEEKEND WORK WILL BE SUPPLIED UPON REQUEST.
15. ALL PROPOSALS ARE BASED ON SINGLE PHASE CONSTRUCTION. PHASED CONSTRUCTION PROJECTS MAY INCUR AN ADDITIONAL 10-20% COST INCREASE. PROJECTS THAT EXPERIENCE INTERRUPTED CONSTRUCTION WILL BE DEEMED AS PHASED. PHASING SHOULD BE DESCRIBED TO PLOWBOY LANDSCAPES, INC. PRIOR TO BID ESTIMATES TO PREVENT EXTRA CHARGES.

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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 (\$45.00) 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 RETENTION 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. 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 STAKING
 - 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 SUBSTITUTIONS, MODIFICATIONS 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 AND 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 OR VANDALISM.

INITIALS _____

CONTRACTOR'S LICENSE # 598795

