



Agreement

Date: September 27, 2017
Name: MDUSD
Address: Sequoia Elementary, Sequoia Middle School, Pleasant Hill Middle, Shore Acres, Riverview
City: Concord
State: California
Phone Number: 925-825-7440, ext. 3827
Email: hartd@mdusd.org

Herein this proposal reference made to The Landscape Company hereafter referred to as TLC, includes TLC, their license and employees.

TLC proposes to furnish the material and labor necessary to complete the specific landscape installation at the above referenced address according to this contract, any work sheet attached and per quotation.

Provide three (3) men and equipment necessary for weed abatement, brush clearance, tree removals with stump grinding and chips to be left on side, for twenty (20) business days or extra men for less days for a total of (480) man hours; to clear brush and over growth from area of walkthrough of creek beds.

Breakdown:

Sequoia Elementary/Middle School: 13 business days
Pleasant Hill Middle: 2 business days
Riverview: 4 business days
Shore Acres: 1 business day

Total Labor Cost: \$21,600.00
Total Equipment Use Cost: \$5,000.00

No hauling or dumping included; grinding to be chipped on site.

All of the above work to be completed in a substantial and competent manner, according to standard practices for the total price to the customer of: **Cost: \$26,600.00**

Payment Schedule: 50% down on first day of work
50% upon completion

***Anything not specified in this contract will be an extra.**

Scheduling:

Within approximately seven working days from the date of Owners written execution of this contract, TLC will schedule a commencement date. Approximate completion date of the work laid out in this contract will be: _____. All dates are contingent upon Owners approval, weather conditions and unforeseen

delays.

Failure of contractor without lawful excuse to substantially commence work within 20 days from the approximate date specified in this contract when work will begin is violation of the contractor's license law.

Guarantee:

TLC guarantees all plant material for ninety days from the date of completion of work. **Please note that this guarantee is null and void on all plant material and sod lawn if an automatic irrigation system does not exist and is not installed.** Irrigation system and construction work, excluding concrete work, is guaranteed for one year from the date of completion. **However, TLC does not guarantee loss or damage to materials and or construction, due to the negligence of the customer or others, or any other cause beyond the control of TLC, either during or after the completion of the work performed by TLC.**

Emergency Service Calls: 24 hr Telephone (925) 228-6800

Emergency service calls during the guarantee period will be made within approximately two working days from date of notification by Owner. The first service call within the ninety (90) day guarantee period is included in the contract. However, if it is determined on the service call that the problem is not covered by the guarantee, service calls will be billed at a rate of \$62.50 per hour (port to port). When the guarantee period has expired, service calls will be billed at a rate of \$62.50 per hour (port to port).

Additional Terms:

(1) Failure to make final payment, per the above payment schedule, within ten (10) days of completion of work, will result in an interruption or cancellation of the guarantee above and will result in an interest charge of 1 percent per month on the unpaid balance, which the owner agrees to pay. (2) If a lawsuit is commenced by either party to enforce their rights under this contract, the prevailing party will be entitled to reasonable attorney fees and costs of said suit.

Integration Clause:

This document and all documents incorporated by reference constitute the parties' entire agreement. No other agreements, oral or written, regarding the work to be performed under this Agreement exist between the parties.

Governing Law:

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

Respectfully submitted: _____

Acceptance:

I/WE accept this proposal and authorize The Landscape Company to furnish all materials and labor necessary to complete the work specified in this contract. I hereby agree to pay the amounts stated in this contract. I have read and understand all the terms and conditions of this contract and agree to same.

Signed: _____ **Date:** _____

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

NOTICE TO THE OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice". Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

Upon satisfactory payment being made for any portion of the work performed, the contractor shall furnish a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

LICENSING REQUIREMENT

“STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS’ STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING – IF THE TOTAL PRICE OF THE JOB IS \$500.00 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS’ STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS’ STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION.”