



123 North First Street, San Jose, CA 95112 ♦ (408) 642 1860 ♦ License #977639

This Landscaping Contract is entered into by and between Bay Maples: Wild California Gardens & Smith Residence, whose residence address is 123 Happy Street, Los Gatos CA

1. Description of Work (including Description of Materials and Equipment):

Demo

Rent sod cutting equipment to remove existing lawn
 Remove shrubs and plants in front and side yard
 Haul away all green waste & dispose at compost recycling facility
 Rent bobcat & concrete saw equipment to remove existing driveway & concrete in park strip
 Keep portion of concrete on site to re-use, remaining concrete hauled away to concrete recycling
 Remove irrigation equipment not being use in new garden design
 Remove cobble rock in park strip area, stage on site for re-use

Material

Sod-cutter rental (\$XXX, split cost 50% with Neighboring Residence)	\$XXX
Bobcat rental w/ concrete breaker & bucket	\$X,XXX
Green-waste hauling & disposal fee	\$XXX
Concrete hauling & disposal fee	\$X,XXX
Labor	\$X,XXX

Demo Total: \$XX,XXX

Fence

Install 'cable' style fence *see pictures & drawing for details
 Fence height: 3' w/ 3' set-back from sidewalk (per city code)
 Overall fence length approx.. 20'
 Built w/ 4"x6" redwood posts, set 4' apart & set in concrete footings, w/ 2"x4" redwood cap
 *Use smooth-sided, select 'heartwood' redwood
 Wire cables will be stainless steel, each cable mounted 4" vertical spacing

Material

Redwood lumber	\$XXX
Concrete	\$XXX
Hardware, stain, sandpaper & mics carpentry materials	\$XXX
Stainless steel railing & mounting kit	\$X,XXX
Labor	\$X,XXX

Fence Total: \$X,XXX
 Fence cost split 50% between neighbors
 Split Cost: \$X,XXX

Driveway

After demo, use bobcat to lower grade of soil to prep for new pavers
 Haul away 'fill soil' and compact subsurface with gas compactor
 Install concrete border around perimeter of driveway, to support pavers
 Install 3" of base rock and compact with gas compactor
 Lay geotextile fabric over base rock
 Install 1/2" of leveling sand, install edging around perimeter of driveway
 Place pavers on prepared sub base

Material

Bobcat usage	\$XXX
Hauling & disposal of fill dirt	\$X,XXX
base rock w/ \$XXX delivery fee	\$XXX
Leveling sand w/ \$XXX delivery fee	\$XXX
Gas compactor (\$XXX x2)	\$XXX
Masonry tools & materials	\$XXX
Concrete edging	\$X,XXX
Pavers	\$X,XXX
Paver delivery fee	\$XXX
Labor	\$X,XXX

Total \$XX,XXX

Stone Walkway

Use concrete from demolition to create pathways through garden
 *See design for location & layout
 Set concrete in foundation of base rock & leveling sand
 Polish concrete pieces to create smoother, aggregate finish

Material

base rock and leveling sand	\$XXX
Misc masonry materials/tools	\$XXX
Labor	\$X,XXX

\$X,XXX

Cor-Ten Raised Beds

Build (3) Cor_Ten raised beds, each bed is (16" wide x5' long x24" tall)

Material

Cor-Ten Steel	\$X,XXX
Welding supplies	\$XXX

Soil w/ \$XXdelivery fee	\$XXX
Labor (\$XXX each)	\$X,XXX
Total: \$X,XXX	

Cor-Ten Downspout *Estimated cost until design is finalized*
 Install decorative, cor-ten steel downspout feature to capture & direct rain water into swale
 *See drawings & pictures for design options

Material	
Cor-Ten Steel	\$X,XXX
Welding supplies	\$XXX
Labor	TBD

Swales & Decorative Boulders

Install swale to control stormwater runoff from gutter downspouts
 Create matching swales in green strip areas adjacent to sidewalk
 Excavate dirt to create swale, (based on design layout) use excavated dirt to build berms
 Install drain pipe to connect downspout on southwest corner of house, to new swale
 *Reuse existing cobbles rock from demo or previous garden
 Place boulders through-out & various other to create naturalistic appearance

Materials	
Boulder w/ (\$XXX delivery, split cost 50% with Neighboring Residence)	\$X,XXX
Drain pipe & fittings	\$XXX
Labor	\$X,XXX
Total: \$X,XXX	

Irrigation

Install drip irrigation to all new plant areas, using Netafim drip system
 Install new irrigation valves & shut-off valve

Material irrigation equipment	\$X,XXX
Labor	\$X,XXX
Irrigation Total: \$X,XXX	

Soil & Plants

Install plants based on final plant layout
 Spread 5 yards of new soil over new planted areas and to build planting mounds

Material	
plants	\$X,XXX
Planting soil w/ \$XX delivery, split cost 50% with Neighboring Residence	\$XXX
Labor	\$X,XXX
Total: \$X,XXX	

Mulch

Spread 2-3" layer of mulch over all new planting areas

Lay weedblocker down over dirt area to suppress plants and weeds

Material

20 yards of arbor mulch w/ delivery \$X,XXX

weedblocker \$XXX

Labor \$X,XXX

Mulch Total: \$ X,XXX

Lighting

Install low voltage lighting throughout garden

Install & wire lighting inverter box at exterior electrical outlet

Install electrical conduit under pathways & driveway where necessary

Run wire under mulch layer

Material Lighting fixtures & inverter will be selecting & purchased by client TBD

Conduit, low voltage wire, electrical components & parts \$XXX

Labor \$X,XXX

Total: \$X,XXX

Preliminary Estimate

Total: \$XX,XXX

2. Contract Price:

Total: \$ [] Initial

The owner shall pay Contractor the fixed sum of \$_____ (the "Contract Price") for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties, and subject to "allowances" as provided in this Paragraph below.

3. Payment Schedule

[] Initial

Deposit requested upon signing contract to purchase materials \$XX,XXX

Progress payment once demo is completed \$XX,XXX

Progress payment once driveway is completed \$XX,XXX

Progress payment once fence & corten raised beds are complete \$XX,XXX

Final Payment due once pathway, swale and plants are installed. \$XX,XXX

4. Start and Completion of Work

Approximate Start Date: August 19, 2020 Initial

Approximate Completion Date: October 4, 2020 Initial

5. Extra Work Initial

Extra Work and Change Orders

If any major changes are made that differ from the details specified in the Contract, a Change Order form will be required. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Failure on the part of the Contractor to comply with the aforementioned requirements does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

6. Notices

Commercial General Liability Insurance (CGL)

Bay Maples Wild California Gardens carries commercial general liability insurance written by Clinton Polley. You may call Clinton Polley at Clinton Polley Insurance Group, Inc., 1675 Creekside Drive Suite 100, Folsom CA 95630 to check the contractor's insurance coverage.

Workers' Compensation Insurance

Bay Maples Wild California Gardens carries workers' compensation insurance for all employees.

7. Owner's Right of Cancellation

"THREE-DAY" RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the check box if the contractor has given you a 'Notice of the Three-Day Right to Cancel.'

Initial

8. Complete Agreement

If all terms are read, agreed upon and initialed, please sign below and work will begin on proposed date.

Print _____ Sign _____ Date _____
Property Owner

Print _____ Sign _____ Date _____
Bay Maples Wild California Gardens

BAY MAPLES PLANT REPLACEMENT POLICY

1. For a period of 60 days from the project completion date, plant material determined no longer viable will be replaced, under the following conditions:

- Accounts are current and fully paid. Payments are due upon receipt.
- Bay Maples was informed as soon as plant material showed symptoms of stress.
- Plant care instructions, provided upon installation, have been properly followed, including adequate irrigation.
- Sod/meadow plantings installed during the months of June – September are not guaranteed.
- All recommended garden management procedures were properly followed, including adequate watering.
- Substitutions of equal or greater value may be made, depending on plant availability.
- Bay Maples reserves the right to determine the best time to replace the plant material according to planting season.
- Bay Maples does not guarantee any *transplanted* plant material.
- Plants will only be replaced (1) time – replacement plants are not covered under warranty.

Plants damaged by weather, animals, vehicles, theft, vandalism, or mechanical damage shall not be replaced under this contract. Initial

“MECHANICS LIEN WARNING:”

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics’ lien on your property. A mechanics’ lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics’ liens and sue you in court to foreclose the

lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien.

Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752).

Remember, if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

EXAMPLE

INFORMATION ABOUT THE Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.