cagwin & dorward
landscape contractors

QUOTATION & AGREEMENT

P.O. Box 1600 • Novato, CA 94948-1600 • Tel: 800-891-7710 • Fax: 415-897-7864 • Lic. #202399

Owner:	Crown Harbor HOA	**Date:**	November 8, 2016
Attn:	Scott Sheppard	**Job # / Name:**	221441 / Crown Harbor
Address:		**Location:**	Alameda
City, State & Zip:		**Bus Unit # :**	300
Phone & Fax:		**Owner Email:**	

Cagwin & Dorward ("Contractor") will furnish necessary equipment, materials, supplies, labor and supervision to complete Work. THIS QUOTATION & AGREEMENT ("CONTRACT") IS SUBJECT TO CHANGE OR CANCELLATION unless signed and returned within 30 days. Contractor must receive a completed copy of Contract PRIOR TO WORK COMMENCEMENT.

Item	Description Of Work	Price
	Item # 2B Convert Ice Plant Circle planter in pathway Across path from turf next to 1335 Crown **<u>Scope of Work & Location</u> – Remove and Replace Irrigation and Ice Plant** Remove and dispose of existing ice plant ground cover Furnish and incorporate (1/2) cubic yard of Soil Amendments to improve soil conditions Furnish and install with Slow Release Fertilizer Packets and Soil Amendments in planting pits backfill mix; - (1) 5-gallon Callistemon 'Little John' plants - (3) 5-gallon Pennisetum 'Little Bunny' shrubs Furnish and install (1) cubic yards of Medium-size Bark Chips 2-inches thick, as a topdressing Process EBMUD Irrigation Conversion Rebate	
1.	**Option 1. – Inline Drip Irrigation** Cap existing sprinkler heads Furnish and install Netafim Techline CV In-Line Sub-Surface 0.9GPH with18" Dripper Interval Drip Line. Tubing to be staking down every 2-foot.	**$944.00** Labor $614.00 Materials $331.00 *Potential EBMUD Rebate*: $26.00
2.	**Option 2. – Pop-up Heads with MP-Rotator HE Nozzles Irrigation** Furnish and replace existing heads with 6-inch Rainbird SAM PRS Pop-up Heads with MP-Rotator High Effency Nozzles	**$854.00** Labor $527.00 Materials $328.00 *Potential EBMUD Rebate*: $15.00

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	Qualification 01 This proposal, including all qualification notes, is to be attached or incorporated into any contract and/or agreement. 02 Fees, permits, administration of permits, bonds, engineering, testing, cost of water and electricity used by us during construction are excluded. 03 Work hours and days to be industry standard, Monday – Friday, 7:00am – 3:30pm, unless otherwise agreed upon. Overtime is excluded. 04 On completion of project, contractor will remove all debris and surplus material of its own making from the site and leave such site in "broom clean" condition. 05 This proposal is good for 90 days. 06 Responsibility for acts of vandalism, theft, or acts of God excluded. Deer damage and rodent issues, including repellents, plant damage, fencing and netting are excluded. 07 All Structural, Mechanical and Erosion Control measures, including tree protection, hydro-seed, Jute Mesh, Waddles, Silt Fence & Straw, are excluded. 08 Care will be taken to avoid damage to underground services. Cagwin & Dorward will contact Underground Service Alert (USA) when machine excavation is required. We cannot anticipate where underground utilities or obstructions are located. Damage to utilities not located by USA, including private utilities, are not the responsibility of Cagwin & Dorward. Such repairs, and additional work required to work around obstructions and utilities will be priced out separately. 09 If subsurface or otherwise concealed site conditions are encountered that cause Cagwin & Dorward additional cost or delay, an equitable adjustment in the contract price, an extension of the completion date, or both, will be provided by change order. 10 This proposal is contingent on access to all areas on scheduled start date. 11 All new planting includes a one-year warranty if maintained by Cagwin & Dorward (30 days from completion if not.) 12 Water, water meter and electrical for the irrigation system to be provided by others and in an operating condition prior to the start of construction. 13 Adequate staging area for storing materials, equipment & tools to be provided on site, adjacent to work area. 14 Cagwin & Dorward is a non-union company. 15 This proposal excludes an Owner Controlled Insurance Program (OCIP) and its administration costs. **We now offer Certified Backflow Testing. Visit www.cagwin.com for more information**	
	Total Lump Sum >	**TBD**

Description of Work and TERMS AND CONDITIONS 1 through 10 accepted herein:

OWNER / AGENT

Date:_____

By: _____
Authorized signature

CAGWIN & DORWARD

Date: _____

By: _____
Liz Pawek Shaw, Landscape Construction Manager

TERMS AND CONDITIONS

1.0 LICENSING: Contractor is duly licensed under the laws of the State of California. Contractor may photograph the course of work for documentation and promotional purposes.

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2.0 ADDITIONAL WORK: Should Owner direct or request work in addition to that specified in Description Of Work ("Additional Work" or "Changes"), Contractor shall perform such Work in accordance with a change order signed by Contractor and Owner which shall include the cost thereof to be added to Contract price. Contractor shall also be paid for extra costs due to unknown site conditions, including rock, high water table, etc., pursuant to a change order for Additional Work.

3.0 DELAYS: Contractor shall be excused for delays or defaults in performance of Contract caused by Owner, acts of governmental authority, acts of God, inclement weather, war, commercial shortages of required labor or materials, litigation, labor disputes, Additional Work, failure of Owner to make prompt payment, or other contingencies beyond Contractor's control.

4.0 PRIOR AGREEMENTS: Contract constitutes the sole and only agreement of the parties relating to Work and correctly sets forth the rights, duties, and obligations of each to the other, as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in Contract are of no force and effect.

5.0 NO FAULT DAMAGE- FIRE AND ACTS OF GOD: If Work or any part thereof is destroyed by fire, theft, vandalism, accident or act of God, or in any other way damaged through no fault of Contractor, any work done or materials furnished by Contractor in restoring or rebuilding Work shall be paid for by Owner, as Additional Work, if Owner elects to rebuild. If Owner elects not to rebuild, Contractor shall be paid for Work special order items, the unpaid balance due on Work performed and profit and overhead on all of the foregoing. Owner must elect to rebuild within 30 days of damage or destruction of Work. If Owner fails to make such election, Contractor may terminate Contract, and shall be paid as if Owner elected not to rebuild.

6.0 GUARANTEE: Work performed under Contract shall be completed in a workmanlike manner. Approval by building inspectors shall be deemed to constitute a determination that Work has been completed in a workmanlike manner and shall be binding on Parties. Where texture and colors are to be matched, Contractor shall make every reasonable effort to do so using standard texture and/or colored material, but does not guarantee a perfect match. There are no other guarantees relating to, not by way of limitation: (1) Continued life or growth of plant material beyond 90 days of planting (90-day guarantee contingent on Contractor's sole control of irrigation); (2) Against cracking, settling, raising or discoloration, nor is mastic guaranteed from pulling away as a result of raising or settling; (3) Sprinkler system normal wear and tear and cleaning; (4) Any damage or loss that occurs through no fault of Contractor including vandalism. The liability of Contractor for defective materials or installations, including the irrigation system, is limited to replacement or correction of such defect and/or installation. No other claims or demands shall be made upon or allowed against Contractor. This guarantee extends only to Owner and is not transferable**. There are no other guarantees (or warranties), either expressed or implied, and any guarantees contained herein are in lieu of all other guarantees (or warranties), express or implied, including any warranties of merchantability, habitability, or fitness for a particular use or purpose.** Any guarantee shall terminate 1 year from the date of final inspection or the date of completion, whichever occurs first.

7.0 INDEMNIFICATION: Subject to any reservation of rights and right to reimbursement upon any ultimate finding of Contractor's degree of liability, Contractor agrees to defend, indemnify, and hold harmless Owner against any claims, damages, expenses or liabilities caused by the performance of Work arising from third parties, to the extent comparative negligence is attributable to Contractor, its subcontractors, or agents, except for liabilities caused by the sole negligence or willful acts or omissions of Owner or its agents. Owner agrees to defend, indemnify, and hold harmless Contractor, its subcontractors, and agents against any claims, damages, expenses, or liabilities arising from: a) Conditions inherent in Work premises, b) Property line discrepancies or disputes, c) Plans, drawings, specifications, or directions provided by Owner or its agents; and, d) All liabilities to third parties not otherwise subject to the indemnification obligations of Contractor.

8.0 PROPERTY LINES, EASEMENTS & ACCESSIBILITY: Owner shall be responsible for: Locating and location of property lines and easements; Providing access for Contractor; and, Cost of Work stoppage and/or Changes due to the same.

9.0 ASBESTOS, TOXIC MATERIAL & HAZARDOUS WASTE: Owner guarantees Work premises is free of hazardous material ("HazMat"). Contractor shall not proceed with Work when HazMat are encountered, Contractor will not perform HazMat work and all costs related to encountering HazMat (not by way of limitation, shut down) shall be Additional Work.

10.0 PAYMENT TERMS AND ATTORNEY FEES: Unless different terms exist in a current contract, total invoice amounts are due and payable upon presentation and shall be deemed delinquent if not paid in full within 30 days. Owner will be responsible for collection costs, interest, attorney fees, and related expenses on delinquent accounts. Interest shall accrue at 10% per annum or greater if permitted by law. For Contract related litigation, including enforcement of the indemnification clause, venue will be Marin County Ca., and the prevailing party will be entitled to reasonable attorney's fees, court costs, and other expenses as awarded by the court.

STATEMENT REGARDING WHERE TO FILE A COMPLAINT 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 tructural 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.