

## Proposal for Extra Work at Town of Atherton Town Center

Property Name	Town of Atherton Town Center	Contact	Robert Ovadia
Property Address	Holbrook-Palmer Park 80 Fair Oaks Lane Ahterton, CA 94027	To	Town of Atherton Town Center
		Billing Address	Holbrook Palmer Park 80 Fair Oaks Ln Atherton, CA 94027
Project Name	DG Patio Refurbishment		
Project Description	Remove dead/declining plants, amend soil, irrigation coverage, plant installation and mulch		

### Scope of Work

QTY	UoM/Size	Material/Description	Total
<b>Planter Prep: Demolition and Soil Improvement</b>			<b>\$7,856.76</b>
32.00	HOUR	Enhancement Crew - rake away mulch and prep soil by rototilling the area for better plant establishment. Work soil fresh material into native soil for improved health. Will require the removal of existing drip irrigation hoses.	
6.00	HOUR	Equipment Operator	
6.00	YARD	General Dump - Dump by YARD Dump Facility	
10.00	CUBIC YARD	Horticulture Soil Blend	
<b>Irrigation Coverage Inspect and Repair</b>			<b>\$19,758.06</b>
40.00	HOUR	Enhancement Crew - tie into existing irrigation and extend coverage as needed for plant infill	
1.00	LUMP SUM	Drip tubing and parts for repairing the hydrozones and ensuring full coverage of the planting area. Agricultural grade drip tubing will help reduce the damage caused by rodents.	
<b>Planting &amp; Mulch</b>			<b>\$22,598.48</b>
4.00	EACH	Lagerstroemia spp. - Crape Myrtle 24" Box Tree Installed (replacement trees for dead or missing Oak Trees)	
43.00	EACH	Callistemon - 2 gal. Shrub/Perennial Installed	
50.00	EACH	Iris Douglasiana 1 gal. Shrub/Perennial Installed	
150.00	EACH	Arctostaphylos 'pt reyes' 1 gal. Shrub/Perennial Installed	
150.00	EACH	Emerald Carpet ground cover 1 gal. Shrub/Perennial Installed	
20.00	EACH	Loropetalum chinensis - 1 gal. Shrub/Perennial Installed	
20.00	EACH	Sword Ferns - 1 gal. Shrub/Perennial Installed	
45.00	EACH	Assorted pollinator plants for planters outside building entrance.	
30.00	CUBIC YARD	Bulk Pro Chip - CUBIC YARD Mulch Installed	
<b>Drainage</b>			<b>\$4,758.23</b>
60.00	LINEAR FEET	Additional drainage to connect into the existing drainage in the two center planters.	

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
825 Mahler Rd, Burlingame, CA 94010 ph. (650) 289-9324 fax (650) 298-0290

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0.33	TON	Gold D.G. Installed and Compacted (with stabilizer) - repair made where french drain crosses the DG
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For internal use only

<b>SO#</b>	7851959
<b>JOB#</b>	310700616
<b>Service Line</b>	130

<b>Total Price</b>	<b>\$54,971.53</b>
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## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

**Property Manager**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Robert Ovadia** \_\_\_\_\_ **September 15, 2022**

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**BrightView Landscape Services, Inc. "Contractor"**

**Enhancement Manager**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Kevin Thomas Capehart** \_\_\_\_\_ **September 15, 2022**

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**Job #:** 310700616

**SO #:** 7851959

**Proposed Price: \$54,971.53**