

P.O. Box 152 Lucerne, Colorado 80646 Phone 970-539-0297 Fax 970-353-2425 E-Mail: paradise@what-wire.com

# Garden City

A Landscaping Proposal Prepared for:

Garden City 621 27<sup>Th</sup> Street Road Garden City, Colorado 80631 970-351-0041 Date: October 22, 2024



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# PROJECT COST BREAKDOWN

10/22/2024

Garden City Community Garden 2725 6th Street Lane, Garden City Colorado 80631

Irrigation	Controller, weather station, remote, drip line, point of connection	\$2,280.00
Compost	Seed areas only, 4 cu. Yds. per 1,00 sq ft, rip, rototill, grade	\$1,920.00
Seed	Blue Gramma 4lbs per 1,000 sq. ft., E-Z paper mulch 70lbs per 1,000 sq. ft.	\$2,160.00
Edging	1/8" x 4", concrete roll top, 12" staples every 3', seams overlap 2'	\$2,375.00
Road base	¾" road base, 2" thick, compacted	\$4,873.00
Pea gravel	1" thick over road base	\$3,923.00
Planter boxes	2 - 4" x 6" pressure treated timbers 4' x4' square, 3 courses high	\$1,370.00
Shrubs	18-#5-gallon containers, delivery, plant, install, compost	\$1,170.00
Site Clean-up	Chop down weeds, hand raking organic and aggregate debris, dump	\$1,940.00
Grading	Machines, operators, attachments, Skid Steer, Ditch Witch	\$1,740.00
	Hand Labor road base prep, grading around planter boxes, fence lines	\$1,875.00
Spray	Vegetation killer all areas	\$270.00
Compactors	Compaction of road base	\$600.00
Dump Fees		\$240.00
Benches	6"x6" pressure treated wood posts, 2' x 6" frame	\$1,190.00
	Table 36" high x 2' wide, 1" x 6" x 8' long TREX	
Total		\$30,676.00

#### Notes:

Seeding Will be done in spring, not advisable to do this late in the season.

Concrete No Parking Area or around planter boxes, separate contractor.



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#### LANDSCAPE SPECIFICATIONS

Paradise Landscape Management, LLC, a limited liability Colorado Corporation (The Contractor, Us, We, Our) is submitting a proposal for the installation of an irrigation system and landscaping as per the landscape plan ("Conceptual Plan") dated 10/20/2024 drawing "G-4" attached on this proposal and attached hereunder as "Exhibit A" to Garden City (The Owner) as referenced herein. Below is listed an itemization of The Contractors services included. A signed proposal must be accepted in Our office prior to any work being started.

#### SITE

Print / Plan Approval- The Owner has approved the landscape plan. All prices, costs and estimates are based off the landscape plan.

Grade- Shall be +- 1" by The Owner prior to any landscaping or irrigation work being started. A certified engineer or city representative shall approve all grades and drainage and provide The Contactor with such approved documents. No earth settling of any form is the responsibility of The Contractor. The Contractor will grade all areas being landscaped within the property boundaries/fence line, knock down any high spots and smooth out the areas. No grading will be done by The Contractor for the concrete areas or inside any of the planter boxes.

Drainage- Any drainage issues noticed we will notify The Owner immediately. Any repairs or modifications to any drainage issues will be charged out to The Owner at an hourly rate of \$64.68 per hour per man plus and machinery or materials costs by The Contractor.

Site Condition- The site shall be free of all construction debris, lumber, cement, dog waste, extra soil or dirt piles Etc. and removed from areas being landscaped before work is started and during the project, by The Owner.

Property Boundaries- All pins or property lines will be clearly marked and displayed by The Owner.

Locates- The Contractor will call utility notification 4 days prior to any type of work being performed, by law.

#### LANDSCAPE

Trees- None installed.

Shrubs- As listed per the landscape plan. The plant material once removed from the container will have the roots scored to promote vigorous and healthy plant growth prior to planting. All shrubs will be planted with a blend of 50% native soil and 50% A-1 Organics "planters mix".

Plant Guarantee- All plantings to have a 1 year Guarantee per attached plant guarantee.

#### **HARDSCAPE**

Rock- As listed per the landscape plan. Pea Gravel rock, 1/4" - 1/2" in size, installed 1" in depth over the 3/4" road base.

Road Base- As listed per the landscape plan. ¾" road base will be spread and mechanically compacted to a depth of 2" around all the existing and 2 new wooden planter boxes.

Mulch- None installed.

Fabric- None installed.

Edging- As listed per the landscape plan. 1/8" x 4" steel roll top edging installed to grade level and stapled every 3' with 12" edging staples overlapping on adjoining edging pieces by 24", double stapled.

#### IRRIGATION

The sprinkler system will be installed by code. Listed below are some of the materials that We will be using:

Water tap– The irrigation system was designed using a standard 3/4" supply water tap based at a minimum of 10 gallons per minute at 45 PSI of pressure and connected to the existing well/water pump shown by the city representative during the property walk through tour. The pump is assumed in working condition. It is the responsibility of The Owner to provide an irrigation pit/supply line capable of the irrigation system needs. The Owner will provide The Contractor with a point of connect (POC) off the pump with a ¾" female pipe thread (FPT) for the contractor to connect, supplying to the drip control valve mainline. The Owner will be responsible for the pump, its correct operation and any thing prior to the POC connection.

Sleeves- None needed.

Mainline- PVC, NSF approved, class 200 180 PSI with slip fittings on all connections.

Drip line- Polyethylene, NSF, 3/4" IPS, 80 PSI with insert fittings on all connections, trenched 6" + - in depth. A low pressure, 35 PSI valve will be installed. Shrub emitters will be 2 GPH (Gallons Per Hour), 2 emitters installed for each shrub planted by The Contractor.

Back Flow Preventer - Non-Potable well pump water. None needed.

Permits- None needed.

Control Valves- 1" 90 degree angled, standard zone control valve, 24 volt with a 35 PSI pressure regulator.

Valve Boxes- Located next to pump house and installed flush with top of grade. The box to have 2" of pea gravel installed in bottom with a resilient seated valve for draining down system.

Heads- None used.

Controller- Hunter Pro C controller with solar-sync weather station and remote. All power is provided by The Owner for the controller. Controller is located inside the pump house.

#### IRRIGATION continued

Controller Wire- All wire for the irrigation controller to the control valves will be multi- strand direct burial UF resistant. All wires will be color coded. All point of connections will have corrosion/water resistant wire nuts.

Solar Sync- The Contractor will install a Hunter Solar Sync weather station to automatically adjust the amount of water during the cooler and hotter times of the year while the system is operating.

Remote- The Contractor will provide a remote for the irrigation controller to manually operate the irrigation system remotely to check for operation.

Winterization- The entire system requires compressed air to correctly blow out the system and prevent freezing prior to the first hard freeze, costs and scheduling by The Owner.

The Contractor will manage the irrigation controller for the first four (4) weeks after the landscape installation, if not winterized. The Contractor must have full access to the controller during the day. After the four (4) week period, it is the responsibility of The Owner to take over and manage the irrigation controller and the watering needs of the new landscape. This will include all zones on the controller, which would be the beds (plantings). The Owner will not be allowed to adjust the controller without notifying The Contractor. Any adjustments to the controller without notifying The Contractor by The Owner will void any warranties. The Contractor will visit the site one time per week during the four (4) week period and make any adjustments to the clock, slowly adjusting the controller of less and less frequencies and run times during this time.

The Owner is expected to monitor the plantings during this four (4) week period and any changes in appearance (dryness, wilting, standing water, etc.) that are visible will notify The Contractor of such issues. Over watering of any of the new landscape may also void any warranties to The Owner by The Contractor.

If The Owner requests The Contractor visit the property more frequently during the four (4) week period, The Contractor may charge The Owner service call fees based on an hourly cost of the irrigation technician at a rate of \$75.00 per hour per man.

#### LAWN / SEED

Seed- As listed per the landscape plan. Blue Gramma seed will be installed in designated areas, at a rate of 4lbs per 1,000 sq. ft, spread by hand and raked in to the lose soil will cover the bulk of the seed.

E-Z Mulch- Paper mulch pellets will be installed at a rate of 70lbs per 1,000 sq. ft over the seed. The mulch pellets will expand and cover the seeded areas after any type of water/precipitation over these areas is applied, either naturally or by hand. The Contactor will hand water these areas 1 time, after that, to further expand the E-Z Mulch, The Owner will water as needed. Since there is no irrigation for the seeded areas, it will be the responsibility of The Owner to maintain the correct amount of water/precipitation to help the seed grow and establish.

Soil Prep- All soil will be amended with 4 cubic yards of organic compost per 1,000 square feet of area to be seeded. The compost will be ripped and roto-tilled to a depth of 3"-6" contingent on soil and/or rock compaction.

Fine Grade- All areas will be hand raked and any rocks larger than 1 ½" in size will be removed from the surface prior to the installation of the seed.

# LAWN / SEED continued

In the event The Contractor prepares the soil and due to weather limitations has to come back at a later date to rerip or re-rototill the area to eliminate soil compaction, additional fees may apply to

Normal soil conditions are assumed. Extra charges will apply for additional time and labor spent by The Contractor to The Owner. No frost or rock ripping is included in this proposal.

It is recommended by The Contractor, weather permitting, to install the seed in the spring of 2025, mid March to help the seed succeed. With unknow forecasts for winter weather and snow, the precipitation is not known. The success rate of seeding in the spring is better than that of performing the seeding in the fall. The Contactor will not charge out the cost of the seeding until the work is completed.

#### **INSURANCE**

All liability and workers compensation insurance documents provided upon request.

### **EQUIPMENT/MATERIALS**

Machinery and equipment we use can leave scuff or tire marks on concrete/asphalt surfaces. We must be guaranteed full access to perform our work and will do everything possible to keep construction traffic to a minimum on these surfaces. The Contractor will not be held responsible for any cracking of cement/asphalt on site from equipment traffic. There may be minor residue/stains from dumping soils, compost or mulches on concrete or asphalt surfaces. The Contractor will blow off and sweep these areas and is limited to the machinery or brooms performance.

From time to time during the project, shipments of materials will need to be stored and unloaded on the job site. A designated area will be approved by The Owner and The Contractor.

#### WEATHER

Weather plays a very important role in this project. If it rains or snows, production may cease until things can dry out. Costs are not estimated or given for operating in mud, etc. "Wash outs" or rain creating an issue where holes being excavated, trenches being dug, walls constructed, footers, edging, etc. and caving in or destroying The Contractors work will result in extra fees to The Owner to restore the areas The Contractor had excavated or worked on. Weather is an uncontrollable factor while the project is in progress. For days that the temperature gets to or exceeds 96 degrees, all work operations will cease. Where there are time issues when the project needs to be completed or the owner is requiring The Contractor continue to work, there will be a surcharge on all laborers pay rate working on the project billed out to The Owner at double time pay.

#### WARRANTY

One year, Starts when walk thru work has been completed and final payment has been received under terms. All materials guaranteed, Warranty labor are at a rate of \$64.68 per hour per man from The Contractor to The Owner. All Warranty issues are voids if terms are not met. Paradise Landscape Management's liability under any warranty whether expressed or implied is limited solely to replacement of a product and does not include labor or other consequential damages. There is no "cash back or hold back fees" under any warranty item to the Owner.

#### **PICTURES**

During the entire project from start to completion, The Contractor may take before, during or after pictures of The Owners property, buildings and project. The Contractor may use these pictures for showing future clients seeking examples of The Contractors work. The Contractor may also post pictures on sites such as Google or Pinterest. The Owner will allow The Contractor to use the pictures of their property unless otherwise specified in writing by The Owner.

#### WORKING DAYS

Working days for The Contractor will be considered starting time at 7am when using machinery, 6am when not using machinery (following City noise ordinances) Tuesday through Friday, 6–8-hour days with meal and break allowances for the crew members.

#### PROPOSAL/TERMS

As approved by The Contractor, payment draws for the project as follows:

1/3 payment draw: At 3<sup>rd</sup> day of project.
1/3 payment draw: During the project.

1/3 payment draw: Upon completion. (Less seeding costs if The Owner does not seed in 2024)

1/3 payments to be considered at:

Ten Thousand, Two Hundred Twenty-Five dollars and Thirty-Three Cents U.S. (\$10,225.33)

This cost does not include any additional or subtracted work The Owner may choose to do. In the event some items are subtracted from the itemized costs, the final 1/3 payment will reflect those subtractions and costs.

In the event The Owner choses to do additional work above the itemized costs as itemized herein, depending on the amount, The Contractor and The Owner will negotiate payment terms at that time.

Additional or subtracted work will have a change order signed by both The Contractor and The Owner.

The Contractor will request payments from The Owner. Payment is due within 3 days of The Contractors request.

Any delay in payment terms will result in work delays and warranty expiration.

#### **FUEL**

In the event fuel prices, as determined by AAA's daily fuel gauge report published for the greater Denver Colorado area and/or The Contractors local fuel supplier increase by more than 10% of the current base fuel rate of \$3.85 per gallon of fuel (\$0.25), The Contractor will initiate a fuel surcharge of 1% per \$0.25 increase in fuel costs on all billed invoices to The Owner. The current volatility of the material market has caused The Contractor to enforce this.

#### **JOB COSTING**

The costs for landscaping and its related services are based on The Contractors suppliers and labor availability. If any material costs raise more than 10% after a 15-day period of this proposal, those additional costs will be charged out to The Owner at the difference between the quoted cost and the new cost. For labor hourly rates, The Contractor will guarantee labor rates as published in The Contractor Hourly rates costs unless there is a need to increase the labor hourly rates due to any unforeseen circumstance, i.e.; Pandemics, Stay At Home Orders, Health Crisis, National Crisis, any unusual events or acts that may create or cause a labor shortage for The Contractor to perform the services needed on your property. The Contractor will contact The Owner to review and discuss these costs in the event they happen before charging you. The current volatility of the material market has caused The Contractor to enforce this.

#### PROPOSAL/TERMS continued

#### JOB COMPLETION

Walk Thru:

After all work has been completed, a walk thru with The Owner and The Contractor to confirm all work has been done satisfactorily. A mutual list with items listed to be corrected within an approved time frame from The Contractor and The Owner.

#### Payment:

Final payment is due upon job completion.

There are no "Back Charging" or "Hold Back" fees, costs or monies due The Contractor from The Owner from any work performed under this proposal unless authorized in writing by The Contractor.

By signing this proposal, The Owners accepts the terms of this agreement in whole and as follows: No frost or rock ripping. Normal soil conditions are assumed. Extra costs will be charged out to The Owners due The Contractor for additional costs of labor and equipment for any soil conditions that require techniques that The Contractor may have to use other than soft, normal soil. The Contractor warrants that all work performed hereunder shall be free from defects in material or workmanship for a period of one year from the date such services are performed. Such warranty is expressly in lieu of all other warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, and all other obligations or liabilities on The Contractors part. This agreement constitutes the entire agreement between both parties (The Contractor and The Owner). Any changes hereto shall be in writing and executed by both parties and may include charges due The Contractor. All payments required herein are due as specified within this proposal and paid in full upon completion of the project. deemed by The Contractor. There will be no "back charging" or "hold back fees" from The Owner due The Contractor. Any payment overdue will be assessed a finance charge in the amount of 1 ½% per month of the unpaid balance, or \$500.00, whichever is greater. In the event The Owner breaches this agreement, The Owner shall be liable for all liquidated damages in the amount of 25% of the amount due The Contractor for the remainder of the term of this agreement/proposal or \$1,000.00, whichever is greater. Upon termination of this agreement, The Owner shall be liable for the cost of any materials pre-ordered at invoice cost plus 40% markup by The Contractor for services to be performed hereunder. The Contractor shall be entitled to the costs of all collection, courts costs and attorney fees along with any other charges and costs incurred by The Contractor in the enforcement of this proposal/agreement. The Contractor shall not be held liable for; i. Any cracking and breaking of or other damage to concrete, concrete slabs, concrete driveways, concrete slabs, any forms of hard surfaces or materials caused by The Contractors equipment or machinery, ii. Any delay in performance under this agreement caused by strikes, fire, weather, acts of God, suppliers, the acts of any third parties whom The Contractor has no control over or any other cause beyond the control of The Contractor. iii. Any slipping, tripping or falling or it's like at any time on The Owners property either during or after the project. By reading this agreement in its entirety, The Owner guarantees to The Contractor that all names, addresses and references herein are true and correct, that it is authorized to sign and accept this proposal.

#### SIGNATURE PAGE

The Contractor hereby proposes to furnish labor and materials-complete in accordance with the above specifications, for the dollar sum of: Thirty Thousand, Six Hundred and seventy Six dollars, U.S. (\$30, 676.00) With payments as outlined and stated above. I, The Owner, have read and understood completely the above landscape specifications, terms and conditions and are hereby accepted by the signature below. The Owner, herby grants The Contractor full access to the property for all work as listed above. The Owner to sign and print names legibly below: 10/22/2024 BY: The Contractor Signed Name Date The Contractor Printed Name BY: \_\_\_ The Owner Signed Name Date BY:

The Owner

Printed Name



# P.O. BOX 152·LUCERNE·COLORADO·80646·paradise@what-wire.com·970-539-0297 Plant Guarantee

Name: The Town of Garden City

10/22/2024

We guarantee to replace, one time only, any tree or shrub installed by Paradise Landscape Management LLC, (The Contractor) which fail to grow. One (1) year limited guarantee from the date installed is provided for all trees and shrubs. Reasonable growing conditions must be maintained as a provision of the guarantee, including proper irrigation, insect control, winter protection, hail, heavy rain, washouts and shelter from unreasonable damage from pets or pedestrians. The Guarantee is non-transferable to another owner.

# What is NOT INCLUDED in our guarantee:

- -Replacement of any plant when the account is 30 days past due or has not been paid.
- -Accounts 60 days past due void all warranties and claims.
- -Vandalism or Acts of God (i.e., lightning, flooding, hail, ice storms, wet snow, abnormal and/or extreme weather conditions such as prolonged sub-zero temperatures or drought, early and late season severe freezes, damaging winds, incorrect winter watering causing root freeze, etc.).
- -Replacement of plants that are damaged or die as a result of insect infestation or disease.
- -Replacement of plants that are injured or die as a result of improper cultural practices, such as over or under watering, over fertilization, damage from chemical applications, etc.
- -Damage from other contractors' carelessness, mechanical, chemical or physical.
- -Labor and delivery for replacement plantings are charged at the same rate as new installations.
- -"Hold Back" or "Back Charging" costs or monies from The Owner due The Contractor.
- -Cash back to The Owner. There is no cash value of the plants. The Contractor will provide a replacement plant if The Owner elects to plant the replacement themselves.

Plants are living, breathing beings and yes, plants die...for us and for everyone who has ever grown plants. We guarantee that our plants will arrive healthy, are planted correctly and in good condition, true to their name. Due to the nature of the trees and shrubs you chose on this project, some specialized plant maintenance may be required beyond our scope of work. If any plant fails to leaf out in the spring, looks unhealthy or starts to die-back, you must notify us in writing (texting is acceptable) within 5 days of an issue. If you do not notify us within this 5-day period of time, a plant that may have been saved becomes a plant that is culturally out of our control and scope of responsibility.

Of course, if a dormant plant fails to emerge, or if there is a problem related to a cultural factor, we will guarantee such problems outside of the 5-day time frame and at the discretion of The Contractor.

The Contractor has the sole authority of removing and replacing any plant in question of this plant guarantee. If any plant is removed, replaced or tampered by anyone and before The Contractor is notified in writing, or inspects the plant in question, the warranty and any claims will be denied by The Contractor.

If you have a legitimate problem, we implore you to let us know, since customer satisfaction is one of our top priorities.

Winter hand watering is required and the condition of this plant guarantee.

