

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 90, SERIES 2016**

**A RESOLUTION APPROVING APPROVING CHANGE ORDER 04 WITH  
NATURESCAPE INC. DBA ALPINE GARDENS FOR THE TOWN OF TIMNATH  
GENERAL LANDSCAPE IMPROVEMENTS CONTRACT**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, attached hereto as Exhibit A is the Change Order between the Town of Timnath and Naturescape Inc. dba Alpine Gardens (the “Change Order”); and

**WHEREAS**, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.


**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**

**Section 1. Approval**

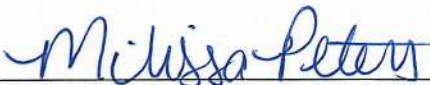
The Change Order is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON OCTOBER 25, 2016.**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, CMC  
Town Clerk



**EXHIBIT A**

Change Order

**PROPOSAL  
LANDSCAPE  
CONTRACTING**



NATURESCAPE INC. dba  
7029 S. College Ave  
Ft. Collins, Co 80525  
(970) 226-2296  
(970) 506-2730 fax

**Submitted to:** Town of Timnath  
Brian Williamson  
4800 Goodman St  
Timnath, CO 80547

**Date:** October 4, 2016

**Project:** Timnath Community Park  
Detention Pond Irrigation  
System  
Timnath, CO

We hereby submit proposals for irrigation installation per the following plans and specifications: Detention Pond Irrigation Plan and Details I-1 through I-8 by TST, Inc. dated August 24, 2016. Specifications: Section 02810 – Irrigation dated 8/24/16, Titled: Timnath Community Park – Detention Ponds.

**Bid Includes:**

**Irrigation:** Install POC, mainline, valves, laterals, heads and controller as shown on plans and details. Rough grade will be done to remove piles and trench lines. **(Irrigation Note:** All Rotor heads to be installed per Detail 6, Detail 7 not used. Joint Restraints were used for all valve tees on mainline)

**Bid Excludes:** Topsoil purchase/placement, water meter/meter vault, electrical meter, sleeves, Private utility locating, raising/lowering of utilities

**Irrigation Total Cost: \$ 79,305.00**

**WE PROPOSE** hereby to furnish material and labor, complete in accordance with the above specifications for the sum of:

**Seventy Nine Thousand Three Hundred Five Dollars..... \$ .00**

Payment to be made as follows: **No more than 30 days between invoice and payment.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation to the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by workman's compensation insurance.

Authorized Signature: Mark Stock

Title: Commercial Project Management

**Note:** This proposal may be withdrawn if not accepted within 30 days.

**GUARANTEES:**

All material is guaranteed to be as specified. Plants installed by Alpine Gardens are guaranteed for one year from the date of job completion. We agree to reinstall, once only, any nursery stock which fails to survive that first year.



This guarantee does not include annuals, or customer's plants which may have been transplanted, or plants killed by an act of God such as hail storm, wind, an early or severe freeze, or severe drought conditions and water restrictions in which adequate water cannot be supplied to the plant material. Plant material is not guaranteed from any wildlife damage.

We will replace any plant materials that may prove untrue to name. We will in no case be liable for any sum greater than the amount originally paid for such nursery stock.

No responsibility for settling is assumed by Alpine Gardens unless it is as a direct result of excavations done by us.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation to the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by workman's compensation insurance.

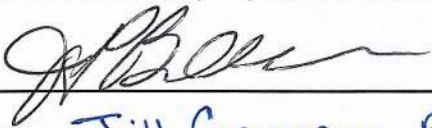
This guarantee is valid only if the following terms are met: 1) payment is made as agreed upon: 2) purchaser has given proper care to nursery stock: and 3) Alpine Gardens has been notified that such nursery stock failed to survive the first year. Replacement will be made only when original materials to be replaced have been paid for according to the terms of the original agreement. All amounts due including service charges and attorney's fees must be paid in full.

### **QUALIFICATIONS/ EXCLUSIONS:**

1. The General Contractor/Owner shall be responsible for providing a grade of + .10 foot of desired finished grade. This includes any berms and / or swales.
2. This bid does not include placement or purchase of topsoil.
3. The General Contractor/Owner shall be responsible for locating and clearly marking all property boundaries or property pins and sleeves under walks and driveways.
4. The General Contractor/Owner shall be responsible for locating any private utilities or structures (i.e. street lights, drain lines, computer cabling etc.).
5. A substantial portion of the project must be ready for work to begin. All landscaped areas must be graded; extra construction materials and debris must be removed. A three day utility marking period is required by Colorado State Law before Alpine Gardens can begin work.
6. The General Contractor/Owner is responsible for any governmental permits required for the work.
7. This job has been bid using equipment which may leave black marks on the sidewalk or crack unstable concrete. Access is assumed in this bid. Alpine Gardens will not be responsible for any damage caused by crossing concrete with equipment.
8. This bid does not include any raising/lowering of utilities.
9. This bid is based upon information contained in the irrigation plans by TST, Inc. Additions/Deletions of sidewalks, berms, drainage areas, slopes or presence of slopes greater than 4 to 1 on site or grading plan will result in adjustments to the final bid price.
10. Alpine Gardens is responsible for supplying and installing the rough grading and irrigation described above. The General Contractor/Owner is responsible for obtaining any soils engineering, drainage engineering or civil engineering necessary for the above described work.
11. Alpine Gardens and the General Contractor must sign all change orders before any work not covered by contract can be performed.
12. Mobilization for landscaping and irrigation is one time only unless otherwise specified in bid documents excluding sleeves. Any additional mobilizations will be billed at \$1,800 each.
13. Site furnishings are not included in this proposal.
14. The site will be substantially free of construction debris prior to landscape and irrigation development.

15. No addendums have been received.
16. No cutting, patching, coring, or boring of pavement is included in this proposal.
17. Hand watering of plant material during late season installations, winter or drought situations is not included in this bid.
18. Work in frozen or wet ground is not part of this bid.
19. All material costs are at current 2016 prices. Landscape, irrigation and fuels costs are guaranteed for 30 days. Project delays beyond the control of Alpine Gardens and their suppliers may affect project pricing due to material price increases. Any changes in material pricing from bid date to contract date will be passed on to customer.
20. Upon completion the General Contractor/Owner and Alpine Gardens shall do a final walk through per phase (substantial completion). A punch list will be documented and copies will be given to attending parties. All warranty obligations will begin at this time.
21. Alpine Gardens "Qualifications/ Exclusions and Guarantees" are incorporated into this proposal and agreement. Upon written approval of this proposal, the signee is acknowledges and accepts all "Qualifications/ Exclusions and Guarantees" stated herein.
22. Grounds maintenance is not included in this proposal, but a price can be provided upon request.
23. Due to market shortages, trees will be billed upon tagging in order to guarantee availability.

**ACCEPTANCE OF PROPOSAL** - The above specifications and conditions are satisfactory to and are accepted as noted by the signature(s) below. **Alpine Gardens** will complete the work at the time or times described herein. I (We) agree to pay a charge of 2% per month or a minimum charge of \$2.00 per month on the unpaid balance, whichever is higher, for any amount not paid within 30 days of the invoice date. I (We) agree to pay any and all professional fees, including but not limited to attorney's fees, customary debt collection assignment amounts, or delinquency fees, associated with the collection of any unpaid balance owed to **Alpine Gardens**.

Signature   
Printed Name & Title Jill Grossman-Belisle, Mayor  
Date October 25, 2016