TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 82, SERIES 2016

A RESOLUTION APPROVING A CHANGE ORDER 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 Change Order 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 follows:

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.


TOWN OF TIMNATH, COLORADO

[Signature]
Bryan Voronin, Mayor Pro Tem

ATTEST:

[Signature]
Milissa Peters, CMC
Town Clerk
CHANGE ORDER NO. 3

Dated: September 21, 2016

CONTRACT FOR: Town of Timnath General Landscape Improvements

Agreement Date: 4/24/2016

OWNER: Town of Timnath

Engineer's Project No: 0879.0618.00

CONTRACTOR: Alpine Gardens

The following changes are hereby made to the Contract Documents:

Description:

1. Landscaping Improvements for Timnath Admin. Bldg. at 4800 Goodman Street
2. 

Attachments:

ADJUSTMENT TO CONTRACT PRICE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price</td>
<td>$117,941.00</td>
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<tr>
<td>Net Change Previous Change Orders No. 1 to No. 2</td>
<td>$(367.04)</td>
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<tr>
<td>Contract Price prior to this Change Order</td>
<td>$117,573.96</td>
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<tr>
<td>Net Adjustment Resulting from this Change Order (+ or -)</td>
<td>$36,095.00</td>
</tr>
<tr>
<td>Current Contract Price Including this Change Order</td>
<td>$153,668.96</td>
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</table>

ADJUSTMENT TO CONTRACT TIME

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Time (days or date)</td>
<td></td>
</tr>
<tr>
<td>Net Change Previous Change Orders No. ___ to No. ___ (days)</td>
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<tr>
<td>Contract Time Prior to this Change Order (days or date)</td>
<td></td>
</tr>
<tr>
<td>Net Adjustment Resulting From this Change Order (days)</td>
<td></td>
</tr>
<tr>
<td>Current Contract Time Including this Change Order (days or date)</td>
<td></td>
</tr>
</tbody>
</table>

Recommended: 

TST, Inc. 

Engineer

By: ___________________________ 

Date: 7/23/2016

Approved: 

Owner 

By: Bryan Vornin 

Date: 9/27/10

Approved: 

Contractor 

By: ___________________________ 

Date: ___________________________
We hereby submit proposals for demolition, landscape and irrigation installation per the following plans: Demolition and Landscape plans 1 and 2 by TST, Inc. dated August 2016.

Bid Includes:

Demolition: Removal of existing sod, edging, shrubs, junipers, sucker tree stump, cobble/rock, mulch and weed barrier per drawing.

Landscaping: Soil preparation with Class II dairy compost (3cy/1000sf), re-grade turf areas, fine grading for sod, bed grading, new rolled top steel edging, weed barrier, 1.5" river rock mulch at 3" depth over weed barrier, flagstone steppers, buff sandstone boulders on road base, tan crusher fines picnic pad 4" depth with rolled top steel edging border over weed barrier, transplant of 15 each iris, plant material per plan and fescue sod. (Plant Material Note: Sensation Boxelder was bid at 2" caliper, Moonbeam Coreopsis was bid at #1 gal, Shenandoah Switch Grass was bid at #1 gal and due to availability Little Bluestem was bid at #1 gal)

Irrigation: Install new mainline where shown (bid at 1.5" PVC CI 200 PVC), bore existing sidewalk, new 14 ga wire, install six valves utilizing existing valves, re-box existing valves in new locations using existing valve boxes, install new polyethylene #100 laterals, install new Rain Bird 1806 SAM-PRS heads with MPR adjustable nozzles per plan (plan by Alpine Gardens), install new 3/4" drip pipe with Rain Bird XB emitters and flush caps in 6" round valve boxes, schedule controller and adjust as needed through sod establishment and provide irrigation asbuilt with reference points. (Irrigation Note: irrigation material may change upon discovery of materials used with the existing system. Once these materials are discovered The town of Timnath and alpine Gardens will make changes at this time)

Bid Excludes: Topsoil purchase/placement, water meter/meter vault, irrigation BPD, Controller, Private utility locating, raising/lowering of utilities

Demolition, Landscaping and Irrigation total Cost: $36,095.00

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

Thirty Six Thousand Ninety Five Dollars........... $0.00

Payment to be made as follows: No more then 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.
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 landscape and 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 landscape 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__ Bryan Varonin, Mayor Pro Tem

__Date__ 9/27/10