

LAQ98LAQ

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	DEVELOPMENT IMPROVEMENTS AGREEMENT
NAME OF CONTRACTOR:	LA QUINTA INNS, INC.
PROJECT/SUBDIVISION:	LA QUINTA INN AND SUITES
ADDRESS:	2761 CROSSROADS BLVD.
TAX PARCEL NO:	2701-361-29-008
FILE #:	SUP-1996-233
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1998
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("the Agreement") are LA QUINTA Inns INC. ("the Developer") and **THE CITY OF GRAND JUNCTION, Colorado** ("the City").

THEREFORE, for valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is recorded which is not sooner than recordation of the DEVELOPMENT IMPROVEMENTS AGREEMENT.

RECITALS

The Developer seeks permission to develop property within the City to be known as LA QUINTA Inn & SUITES, which property is more particularly described on Exhibit "A" attached and incorporated by this reference (the "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the development and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the development or for the benefit of the purchasers or users of the development. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit "B" attached and incorporated by this reference. The Developer agrees to pay the City the actual amount for inspection services performed by the City. The estimated amount is shown in Exhibit B. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement (except its obligations for warranty under paragraph 6), the Developer will enter into an agreement which complies with either option identified in paragraph 28, or other written agreement between the City and the Developer.

5. **Standards:** The Developer shall construct the Improvements according to the standards and specifications required by the City Engineer or as adopted by the City.

6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of twelve (12) months from the date that the City Engineer accepts or approves the improvements completed by the Developer.

7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within 60 days from the Effective Date of this Agreement (the "Completion Period").

8. **Compliance with Law:** The developer shall comply with all relevant federal, state and local laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement.

9. **Notice of Defect:** The Developer's Engineer shall provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications approved in the development application or is otherwise defective. The developer will have thirty (30) days from the issuance of such notice to correct the defect.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of improvements will not be given or obtained until the Developer presents a document or documents, for the benefit of the City, showing that the Developer owns the improvements in fee simple and that there are no liens, encumbrances, or other restrictions on the improvements. Approval and/or acceptance of any improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the improvement that is detected or which occurs after approval and/or acceptance.

11. **Use of Proceeds:** The City will use funds deposited with it or drawn pursuant to any written disbursement agreement entered into between the parties only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

12. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period:

- a. Developer's failure to complete each portion of the Improvements in conformance with the agreed upon time schedule; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any improvement within the applicable correction period; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;
- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event the City may immediately declare a default without prior notification to the Developer;
- d. Notification to the City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

13. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow establish the maximum amount of the Developer's liability.

14. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the letter of credit, escrowed collateral, or proceed to collect any other security to the extent of the face amount of the credit or full amount of escrowed collateral, cash, or security less ninety percent (90%) of the estimated cost (as shown on Exhibit "B") of all improvements previously accepted by the City or may exercise its rights to disbursement of loan proceeds or other funds under the improvements disbursement agreement. The City will have the right to complete improvements itself or it may contract with a third party for completion, and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, and repairing such improvements. Alternatively, the City may assign the proceeds of the letter of credit, the improvements disbursement agreement, the escrowed collateral, cash, or other funds or assets to a subsequent developer (or a lender) who has acquired the development by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements and provides reasonable security for the obligation. In addition, the City may also enjoin the sale, transfer, or conveyance of lots within the development, until the improvements are completed or accepted. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

15. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained, or alleged to be received or sustained, by any person or entity in connection with, or on account of, any act or failure to act concerning the performance of work at the development or the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named in an action concerning the performance of work or the failure to perform work pursuant to this Agreement. The Developer is not an agent or employee of the City.

16. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

17. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it shall be deemed effective.

18. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party; any City obligation under this section shall be subject to the overriding provisions of section 15, above. If the court awards relief to both parties, the attorney's fees may be equitably divided between the parties by the decision maker, subject to the overriding provisions of section 15, above.

19. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of property in the development.

20. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

21. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

22. **Severability:** If any part, term, or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

23. **Benefits/burdens:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer, and shall be a covenant(s) running with the Property. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations under the improvements disbursement agreement if it accepts new security from any developer or lender who obtains the Property. However, no other act of the City will constitute a release of the original Developer from his liability under this Agreement.

24. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer:

LA Quinta Inns Inc.
112 E. PECAN ST.
SAN ANTONIO TX, 78205

If to City:

City of Grand Junction
Community Development Director
250 N. 5th Street
Grand Junction, Colorado 81501

25. **Recordation:** Developer shall pay for all costs to record a copy of this Agreement in the Clerk and Recorder's Office of Mesa County, Colorado.

26. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's immunity under any applicable law.

27. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

28. **Improvements guarantee.** The improvements guarantee required by the City to ensure that the improvements described in the improvements agreement are constructed to City standards may be in one of the following forms: (If I or II, then attach as Exhibit C.)

(I) disbursement agreement between a bank doing business in Mesa County and the City, or

(II) a good and sufficient letter of credit acceptable to the City, or

(III) depositing with the City cash equivalent to the estimated cost of construction of the improvements under the following terms:

(a) The Finance Department of the City may act as disbursing agent for disbursements to Developer's contractor(s) as required improvements are completed and accepted if agreed to in writing pursuant to a disbursement agreement; and

(b) The Finance Department of the City will disburse any deposit or any portion thereof, with no more than three checks, at no charge. If disbursements are made in excess of three checks, the developer will be charged \$100 per transaction for every transaction in excess of three.

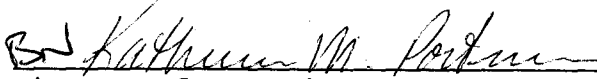
29. **Conditions of Acceptance.**

a. The City shall have no responsibility or liability with respect to any street, or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been accepted by the City. "Acceptance by the City" means a separate writing wherein the City specifies which improvements have been accepted and the date from which warranty(ies) shall run.

b. Prior to requesting final acceptance of any street, storm drainage facility, or other required improvement(s), the Developer shall: (i) furnish to the City Engineer as-built drawings in reproducible form, blue-line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specifications; (ii) provide written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon, in and under which the improvements have been constructed, or which are necessary for the improvements, are free

from toxic, hazardous or other regulated substances or materials; (iii) provide written evidence to the City Engineer that the title to lands underlying the improvements are merchantable and free and clear from all liens and encumbrances, except those liens and encumbrances which may be approved in writing by the City Engineer.

30. **Phased Development.** If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on his side of the street to enable an initial two-way traffic operation without on-street parking. That Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities necessary to open the street to traffic.



Director of Community Development Date

Planning Manager

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501



1/26/98

Developer

Date

(If Corporation, to be signed by President and attested to by Secretary together with the Corporate seals)

EXHIBIT "A"

TYPE LEGAL DESCRIPTION(S) BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

LA QUINTA INN, LOT 1
PLAT BOOK 15, PAGE 246

EXHIBIT "B"

IMPROVEMENTS LIST/DETAIL

DATE: 1/26/98
 NAME OF DEVELOPMENT: LA Quinta Inn & SUITES
 LOCATION: 2761 CROSSROADS BLVD GRAND JUNCTION, CO
 PRINTED NAME OF PERSON PREPARING: DAN NOBLES

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMT.
I. SANITARY SEWER				
1. Clearing and grubbing	_____	_____	_____	_____
2. Cut and remove asphalt	_____	_____	_____	_____
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)	_____	_____	_____	_____
4. Sewer Services (trenching, bedding, backfill)	_____	_____	_____	_____
5. Sanitary sewer manhole(s)	_____	_____	_____	_____
6. Connection to existing manhole(s)	_____	_____	_____	_____
7. Aggregate Base Course	_____	_____	_____	_____
8. Pavement replacement	_____	_____	_____	_____
9. Driveway restoration	_____	_____	_____	_____
10. Utility adjustments	_____	_____	_____	_____
II. DOMESTIC WATER				
1. Clearing and grubbing	_____	_____	_____	_____
2. Cut and remove asphalt	_____	_____	_____	_____
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)	_____	_____	_____	_____
4. Water services (incl. excavation, bedding, backfill, valves, and appurtenances)	_____	_____	_____	_____
5. Connect to existing water line	_____	_____	_____	_____
6. Aggregate Base Course	_____	_____	_____	_____
7. Pavement Replacement	_____	_____	_____	_____
8. Utility adjustments	_____	_____	_____	_____
III. STREETS				
1. Clearing and grubbing	_____	_____	_____	_____
2. Earthwork (excavation, embankment const)	_____	_____	_____	_____
3. Utility relocations	_____	_____	_____	_____
4. Aggregate sub-base course (sq.yd.)	_____	_____	_____	_____
5. Aggregate base course (sq.yd.)	_____	_____	_____	_____
6. Sub-grade stabilization	_____	_____	_____	_____
7. Asphalt or concrete pavement (sq.yd.)	_____	_____	_____	_____
8. Curb, gutter & sidewalk (linear feet)	_____	_____	_____	_____
9. Driveway sections (sq.yd.)	_____	_____	_____	_____
10. Crosspans & fillets	_____	_____	_____	_____
11. Retaining walls/structures	_____	_____	_____	_____



BOOKCLIFF GARDENS, LLC

June 14, 1997

Lifescapes, Inc.
c/o E. Richard Deckman
6644 Hickory Flat Highway
Canton, Georgia 30115

Re: La Quinta Inn
Grand Junction, Colorado

We are pleased to present the enclosed proposal on the above mentioned project.

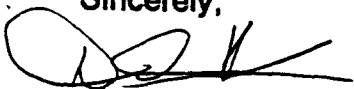
Enclosed:

- Completed Form of Proposal.
- Schedule of Unit Prices for plant material.

The following qualifications will be considered as part of this proposal.

1. Performance and labor payment bond, not included in this proposal, if required add one and one half percent, (1.5%) to the proposal total.
2. General grades and topsoil installation by others, if imported soil is required add \$10.50 per ton installed. Final grade & planting bed preparation included as per specifications.
3. Soil amendment for turf areas is recommended, but not included as per specs.
4. Electrical power connection for irrigation timer provided by others.
5. Febco Model # 765150P backflow preventer (material only) is included, installation of unit, and frost free penetration out of building by others. (If backflow unit is not required, delete \$240.00 from this proposal.)
6. This proposal is based on a start time for the landscape and irrigation of no sooner than Oct. 1, 1997. This schedule was provided by Jeff Smith, of Flint Co., the project General Contractor. The only impact of an earlier start date would be a delay in fall dug tree availability.

Sincerely;



Daniel Komlo
Landscape Manager

SECTION IV

PROPOSAL FORM

BOOKCLIFF GARDENS LLC
 (Bidders Name and Address)
755 TWENTYSIX RD.
GRAND JCT., CO 81506
 Telephone (970) 242-7769
 Facsimile (970) 242-0941

PROPOSAL
 FOR
 PLANTING AND IRRIGATION INSTALLATION
 AT THE LA QUINTA INN SITE IN GRAND JUNCTION, COLORADO

FOR
 LA QUINTA INNS, INC.
 112 PECAN STREET
 SAN ANTONIO, TEXAS 78209

1.0 CONTRACT PRICE

1.1 THE UNDERSIGNED HAS EXAMINED THE INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SPECIFICATIONS, DRAWINGS, AND OTHER CONTRACT DOCUMENTS AS WELL AS THE PROJECT SITE, AND IS FULLY INFORMED AS TO THE NATURE OF WORK AND CONDITIONS RELATING TO ITS COMPLETION.

WE HEREBY PROPOSE TO FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, FACILITIES, AND MEANS OF CONSTRUCTION, AND WILL PERFORM ALL WORK REQUIRED FOR COMPLETING THE WORK FOR LA QUINTA INNS, INC. IN ACCORDANCE WITH THE CONTRACT DOCUMENTS PREPARED BY LIFESCAPES, INC., FOR THE FOLLOWING LUMP SUM AMOUNT WHICH INCLUDES NECESSARY PREMIUM TIME COSTS, APPLICABLE INSURANCE, AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES OF WHATEVER CHARACTER AND DESCRIPTION:

Eighty six thousand six hundred twenty six $\frac{00}{100}$
 DOLLARS

(ENTER AMOUNT IN WRITING)

\$ 86,626.00 LUMP SUM

1.3 VOLUNTARY ALTERNATE PRICES:
If voluntary alternates are submitted for owner's review, mark here: _____

Alternate prices are to be attached to proposal form.

2.0 ADDENDA:

2.1 We acknowledge the following addenda covering revisions to the contract documents, and adjustments for cost of addenda revisions has been included in the lump sum amount:

Addendum No. #1 Dated MAY 30 1997
Addendum No. CLARIFICATION Dated JUNE 11, 1997
Addendum No. _____ Dated _____

3.0 SUBCONTRACTOR LIST:

3.1 We propose to subcontract the following work:

<u>Work Subcontractor</u>	<u>Amount</u>
<u>HYDRO SEEDING / MUD COMPACT (AWAY)</u>	<u>\$ 1,799.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

4.0 TAX AND LICENSE I.D. NUMBER

4.1 Our Business License and Tax I.D. Numbers are stated below:

License Number _____ Type _____

State _____

Taxpayer I.D. Number 84 - 0777898

SCHEDULE

Prior to commencement of the Work, Contractor shall submit to the Owner a schedule and timetable for the performance and completion of the Work for approval by Owner. Daily starting and completion times as provided for in the schedules shall, to the maximum extent possible, be arranged so that the Work will not interfere with the comfort of well-being of Owner's guests.

TIME

All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall complete the Work within the time permitted hereunder.

If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine, provided Contractor notifies Owner in writing of such delay and the caused therefor within (5) days after the occurrence thereof.

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced upon written Notice of Proceed by Owner, and, subject to authorized adjustments, final completion and full performance of the Contract shall be achieved not late than 45 calendar days from Contractor's receipt of Notice of Proceed.

PROJECT MANAGER

The Contractor shall employ a competent project manager and/or superintendent and necessary assistants who shall be in attendance at the Project site during the entire progress of the Work unless Owner shall agree to the contrary in writing. The project manager shall represent the Contractor and all communications given to the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case. Owner shall have the reasonable right to approve the Contractor's appointment of the project manager and/or superintendent with such approval not to be unreasonably withheld. In the event that Owner can show just cause, Owner has the right to request the dismissal of the project manager and/or superintendent and shall have reasonable approval rights over the replacement. Contractor shall make reasonable efforts to comply with Owner's rightful requests within a reasonable manner and within a reasonable time frame.

7.0 **OTHER PROPOSAL INFORMATION**

The bidder shall provide the following information with the proposal:

7.1 Schedule of unit prices for material associated with the installation of the landscape.
See Attachment A for unit price format example.

8.0 **PROPOSAL GUARANTEE:**

Price stated in this proposal is guaranteed for a period of sixty (60) calendar days from date hereof, and if authorized to proceed within that period, we agree to complete the work covered by this proposal for the lump sum amount.

INFORMATION REQUIRED:

Undersigned BROOKCLIFF GARDENS LLC licensed to do business in the state of Colorado, bidder to state if individual, partnership or corporation.

PARTNERSHIP

If Partnership, list names of all partners:

DANIEL T. KOMLO, LANDSCAPE MANAGER

DENNIS P. HILL, NURSERY MANAGER

WILLIAM SETTLE, GREENHOUSE MANAGER

If Corporation:

State of Incorporation: _____

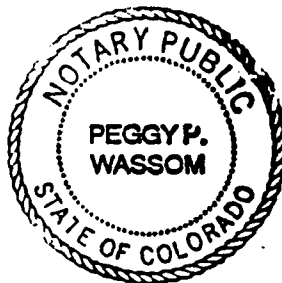
State in which qualified to do business: _____

NAME OF BIDDER: BROOKCLIFF GARDENS LLC

BY: [Signature]

TITLE: PARTNER

ADDRESS: 755 26 RD GRAND Jct. CO.



[Signature]
NOTARY SEAL

My commission expires
January 25, 2000

LAQUINTA INNS REQUEST FOR PROPOSAL (SAMPLE)

Landscape And Irrigation Unit cost breakdown

ITEM	QTY	CONT. SIZE	CAL & HT.	UNIT COST	EXTENDED COST	REMARKS
TREES						
Autumn Purple White Ash	21		2 1/2-3" Cal.	229.00	4,809.00	Max./Ladder/BUYING
Green Ash	4		2 1/2 -3" Cal.	229.00	916.00	↓
Honeylocust	8		2 1/2 -3" Cal.	229.00	1,832.00	
Honeylocust	4		3 1/2 -4" Cal.	351.00	1,404.00	↓
Greenspire Linden	9		2 1/2 -3" Cal.	254.00	2,286.00	
White Birch	2		8 -10' Ht.	203.00	406.00	
White Birch	2		10 -12' Ht.	207.00	414.00	
Redbud	6		7 -8' Ht.	203.00	1,218.00	
Thundercloud Plum	10		8 -9' Ht.	195.00	1,950.00	
Canadian Red Cherry	1		8 -9' Ht.	195.00	195.00	
Canadian Red Cherry	3		10 -12' Ht.	214.00	642.00	
Witchita Blue Juniper	12	7 GA.	5 -6' Ht.	81.00	972.00	
Colorado Blue Spruce	24		6 -8' Ht.	172.00	4,128.00	
Techny Arborvitae	21	7 GA.	5 -6' Ht.	60.50	1,270.50	
					\$ 22,442.00	TOTAL TREES
SHRUBS						
ITEM	QTY	CONT. SIZE	HT. & SPR.	UNIT COST	EXTENDED COST	REMARKS
SHRUBS						
Crimson Giant Barberry	13	5 GA.	18 -24' Ht.	24.00	312.00	Max./LADDER
Red Twig Dogwood	12	5 GA.	30 -36' Ht.	16.00	192.00	↓
Dwarf Burning Bush	26	5 GA.	30 -36' Ht.	17.65	458.90	
Old Gold Juniper	113	5 GA.	18 -24' Sprd.	24.00	2,712.00	↓
Old Gold Juniper	33	7 GA.	24 -30' Ht./Sprd	47.30	1,560.90	
Armstrong Juniper	170	5 GA.	18 -24' Ht./Sprd	24.00	4,080.00	
Blue Point Juniper	10	5 GA.	3 -4' Ht.	33.00	330.00	
Blue Point Juniper	6	7 GA.	5 -6' Ht.	67.00	402.00	
Mint Julep Juniper	124	5 GA.	18 -24' Sprd.	24.00	2,976.00	
Mint Julep Juniper	30	7 GA.	24 -30' Sprd.	47.30	1,419.00	
Tam Juniper	178	5 GA.	18 -24' Sprd.	23.20	4,129.60	
Vicary Privet	28	5 GA.	18 -24' Ht.	24.00	672.00	
Vicary Privet	6	5 GA.	30 -36' Ht.	24.00	144.00	
Compact Oregongrape Holly	22	5 GA.	18 -24' Ht.	30.00	660.00	
Mugo Pine	27		18 -24' Ht.	30.00	810.00	
Leatherleaf Viburnum	10	5 GA.	30 -36' Ht.	19.00	190.00	
American Cranberrybush	3	5 GA.	30 -36' Ht.	17.00	51.00	
					\$ 21,098.00	TOTAL SHRUBS

Item	Deep Creek Inc.			Clarke & Co., Inc.			Brookcliff Gardens			Remarks
	Qty	Cost	Total	Qty	Cost	Total	Qty	Cost	Total	
TREES										90 incomplete
Autumn Purple White Ash	21	\$265.00	\$5,565.00	21	\$240.00	\$5,040.00	21	\$229.00	\$4,809.00	
Green Ash	4	\$265.00	\$1,060.00	4	\$230.00	\$920.00	4	\$229.00	\$916.00	✓
Honeylocust	8	\$265.00	\$2,120.00	8	\$230.00	\$1,840.00	8	\$229.00	\$1,832.00	
Honeylocust	4	\$345.00	\$1,380.00	4	\$400.00	\$1,600.00	4	\$351.00	\$1,404.00	
Greenspire Linden	9	\$365.00	\$3,285.00	9	\$310.00	\$2,790.00	9	\$254.00	\$2,286.00	
White Birch	2	\$185.00	\$370.00	2	\$280.00	\$560.00	2	\$203.00	\$406.00	✓
White Birch	2	\$200.00	\$400.00	2	\$320.00	\$640.00	2	\$207.00	\$414.00	✓
Redbud	6	\$185.00	\$1,110.00	6	\$190.00	\$1,140.00	6	\$203.00	\$1,218.00	
Thundercloud Plum	10	\$185.00	\$1,850.00	10	\$180.00	\$1,800.00	10	\$195.00	\$1,950.00	
Canadian Red Cherry	1	\$190.00	\$190.00	1	\$180.00	\$180.00	1	\$195.00	\$195.00	
Canadian Red Cherry	3	\$240.00	\$720.00	3	\$225.00	\$675.00	3	\$214.00	\$642.00	✓
Witchita Blue Juniper	12	\$84.00	\$1,008.00	12	\$150.00	\$1,800.00	12	\$81.00	\$972.00	
Colorado Blue Spruce	24	\$252.00	\$6,048.00	24	\$245.00	\$5,880.00	24	\$172.00	\$4,128.00	
Techny Arborvitae	21	\$84.00	\$1,764.00	21	\$150.00	\$3,150.00	21	\$60.50	\$1,270.00	
TOTAL OF TREES			\$26,870.00			\$28,015.00			\$22,442.00	2,378.00
SHRUBS										
Crimson Giant Barberry	13	\$28.00	\$364.00	13	\$30.00	\$390.00	13	\$24.00	\$312.00	✓
Red Twig Dogwood	12	\$27.00	\$324.00	12	\$35.00	\$420.00	12	\$16.00	\$192.00	✓
Dwarf Burning Bush	26	\$28.00	\$728.00	26	\$38.00	\$988.00	26	\$17.65	\$458.90	
Old Gold Juniper	113	\$28.00	\$3,164.00	113	\$29.00	\$3,277.00	113	\$24.00	\$2,712.00	
Old Gold Juniper	33	\$28.00	\$924.00	33	\$35.00	\$1,155.00	33	\$47.30	\$1,560.90	
Armstrong Juniper	170	\$28.00	\$4,760.00	170	\$28.00	\$4,760.00	170	\$24.00	\$4,080.00	
Blue Point Juniper	10	\$28.00	\$280.00	10	\$31.00	\$310.00	10	\$33.00	\$330.00	
Blue Point Juniper	6	\$28.00	\$168.00	6	\$38.00	\$228.00	6	\$67.00	\$402.00	✓
Mint Julep Juniper	124	\$28.00	\$3,472.00	124	\$28.00	\$3,472.00	124	\$24.00	\$2,976.00	
Mint Julep Juniper	30	\$28.00	\$840.00	30	\$35.00	\$1,050.00	30	\$47.30	\$1,419.00	
Tam Juniper	178	\$28.00	\$4,984.00	178	\$28.00	\$4,984.00	178	\$23.20	\$4,129.60	
Vicary Privet	28	\$27.00	\$756.00	28	\$28.00	\$784.00	28	\$24.00	\$672.00	
Vicary Privet	6	\$30.00	\$180.00	6	\$35.00	\$210.00	6	\$24.00	\$144.00	✓
Compact Oregongrape Holly	22	\$28.00	\$616.00	22	\$32.00	\$704.00	22	\$30.00	\$660.00	
Mugo Pine	27	\$46.00	\$1,242.00	27	\$40.00	\$1,080.00	27	\$30.00	\$810.00	
Leatherleaf Viburnum	10	\$30.00	\$300.00	10	\$28.00	\$280.00	10	\$19.00	\$190.00	
American Cranberrybush	3	\$30.00	\$90.00	3	\$28.00	\$84.00	3	\$17.00	\$51.00	
TOTAL OF SHRUBS			\$23,192.00			\$24,176.00			\$21,098.00	1,050.00