

**City of Fayetteville Staff Review Form**

**2022-1076**

**Legistar File ID**

**12/6/2022**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Tim Nyander

11/16/2022

WATER SEWER (720)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends approval of a payment to A Clean Cut Lawn Care on behalf of William Bradley in the amount of \$20,598.34 to cover the costs of landscaping damage to William Bradley's residence at 1738 W. Pratt Dr. resulting from a City water main break.

**Budget Impact:**

|                                       |  |
|---------------------------------------|--|
| 5400.720.4310-5311.04                 | Water and Sewer                            |
| Account Number                        | Fund                                       |
| N/A                                   | N/A  |
| Project Number                        | Project Title                              |
| <b>Budgeted Item?</b> Yes             | Current Budget    \$    317,435.00         |
|                                       | Funds Obligated    \$    274,760.84        |
|                                       | <b>Current Balance    \$    42,674.16</b>  |
| <b>Does item have a cost?</b> Yes     | Item Cost    \$    20,598.34               |
| <b>Budget Adjustment Attached?</b> No | Budget Adjustment    \$    -               |
|                                       | <b>Remaining Budget    \$    22,075.82</b> |

V20210527

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF DECEMBER 6, 2022**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Water & Sewer Committee

**FROM:** Tim Nyander, Utilities Director

**DATE:** November 14, 2022

**SUBJECT: Water Damage Claim – 1738 W. Pratt Dr. (William Bradley)**

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**RECOMMENDATION:**

Staff recommends approval of a payment to A Clean Cut Lawn Care on behalf of William Bradley in the amount of \$20,598.34 to cover the costs of landscaping damage to William Bradley’s residence at 1738 W. Pratt Dr. resulting from a City water main break.

**BACKGROUND:**

On October 10, 2022, a water main break occurred near 1738 W. Pratt Dr. in Fayetteville, which resulted in damage to William Bradley’s landscaping. The City crews repaired the broken 16” water main immediately.

**DISCUSSION:**

Mr. Bradley received three bids to perform the landscape repair services, and a proposal from A Clean Cut Lawn Care was the lowest bid. The three bidders were:

|                              |                    |
|------------------------------|--------------------|
| <b>A Clean Cut Lawn Care</b> | <b>\$20,598.34</b> |
| Sharum’s Landscape           | \$27,010.80        |
| Blue Ribbon Grounds Services | \$21,856.28        |

The landscaping repair would include tearing out the existing landscape rocks, gravel, plants and fabric. Then they would replace the fill dirt, topsoil, plants, mulch, fabric, gravel, steel edging, and flagstone. The claimant requests that the City pay A Clean Cut Lawn Care directly for the landscape repair services to be performed.


Staff requests approval of a payment to A Clean Cut Lawn Care on behalf of William Bradley in the amount of \$20,598.34 to cover the costs of landscaping damage resulting from the City water main break.

**BUDGET/STAFF IMPACT:**

Funds are available in the Self-Insurance (non-vehicle) damage account within the Water & Sewer fund.

**Attachments:**

Three bids for landscape services

 **Secure Application**  
Your privacy and security are important



## Review your proposal

Review each line item. Then just click the accept button to confirm and set up service.

Review the proposal below. Uncheck any services that you do not want.



10/21/2022

Stephannie Bradley  
1738 W Pratt dr  
Fayetteville, AR 72701

Dear Stephannie:

You recently requested pricing information from our company. Here is our quote:

| Description  | Quantity | Rate    | Amount  |
|--|----------|---------|---------|
| <input checked="" type="checkbox"/> Tearing out landscape materials. Remove all rocks and River rock From washed out dry creek bed. Stack rocks to side for reinstall, Clean out river rock.   | 16       | 220.00  | 3520.00 |
| <input checked="" type="checkbox"/> <i>Dry Creek Bed re sculpt and fill in washed out area in dry creek bed. fill in with fill dirt. Install landscape fabric in entire area. Appx 400 ft. x 6 ft. Re install rock s in a nice pattern and fill voids with pea gravel. Re do irrigation. Clean out drainage.</i> | 36       | 229.50  | 8262.00 |
| Brown Pea Gravel   | 5        | 97.00   | 485.00  |
| P5 Pro 5oz Landscape Fabric Installation Sq ft.  | 2400     | 0.35    | 840.00  |
| Native Flagstone 1Ton  | 2        | 224.00  | 448.00  |
| Top Soil   | 1        | 395.00  | 395.00  |
| Backfill Red Dirt - Per Truck Load 3   | 3        | 230.00  | 690.00  |
| <input checked="" type="checkbox"/> <i>Landscape Installation Move steel edging up hill at shrub bed. Repair rock wall. add topsoil to bed and re install azaleas. Then add mulch and river rock to rock bed.</i>  | 1        | 2134.00 | 2134.00 |

|  |     |        |        |
|--|-----|--------|--------|
| Chocolate Brown Hardwood Mulch Delivered and Installed | 3   | 95.00  | 285.00 |
| P5 Pro 5oz Landscape Fabric Installation Sq ft.        | 100 | 0.35   | 35.00  |
| 2 - 4" Chocolate River Rock                            | 4   | 100.00 | 400.00 |
| 1.25 - 1.75 in. River Rock                             | 6   | 125.00 | 750.00 |
| Encore Azaleas   | 24  | 29.75  | 714.00 |

**Subtotal** \$18,958.00  
**Sales Tax** \$1,640.34  
**Total** \$20,598.34

Please sign to accept below:

Thank you for giving us the opportunity to earn for your business. We have worked hard to become the Highest Rated Lawn and Landscape Provider in the State. If you're looking for a simple solution to manage all of your lawn and landscape needs, look no further than A Clean Cut Lawn Care, LLC. You can manage your services online from our website, anytime, day or night. With all our services, we notify you in advance of our crews arrival by text or email and send an invoice for service within 24 hours.

Sincerely,

Michael Steenberg  
A Clean Cut Lawn Care  
www.acleancutlawn.com



Based on your selections your Subtotal is: 18958.00

Click here to sign estimate

Thank you for using our online account management solution! If you have any questions or concerns you may contact us by email by [clicking here](#)

**About your proposal:**  
479-856-9800

# Estimate

# 10.26.2022

**Bill To:**

Stephannie Bradley

1738 W. Pratt Dr.

Fayetteville, AR 72701

(479)621-3153

**For:**

Water damage repair in landscape

| Material              | Description            | Price       | Quantity        | Amount              |
|-----------------------|------------------------|-------------|-----------------|---------------------|
| Plants                | Azaleas to replace     | \$ 35.00    | 10              | \$ 350.00           |
| Mulch                 | Chocolate Rock per ton | \$ 100.00   | 5               | \$ 500.00           |
| Plastic               | under dry creek        | \$ 1,000.00 | 1               | \$ 1,000.00         |
| Topsoil               | per load               | \$ 750.00   | 15              | \$ 11,250.00        |
| Irrigation            | repair                 | \$ 500.00   | 1               | \$ 500.00           |
| Labor                 | crew per day           | \$ 2,200.00 | 5               | \$ 11,000.00        |
| <b>Total items: 6</b> |                        |             | <b>Subtotal</b> | <b>\$ 24,600.00</b> |

**Sales Tax Rate:** 9.8%**Sales Tax**

\$ 2,410.80

**Less Deposit Received**

\$ -

**Estimate Total**

\$ 27,010.80

**Payment:** Sharum's requests full payment (less deposit) via personal or cashier's check at the completion of the project. *If paying by credit card, there will be a 3% upcharge to cover fees.*

**Warranty:** Sharum's only guarantees plant material in irrigated beds. If a plant expires within six months of planting Sharums will give a one-time replacement. There is no warranty on unirrigated plantings. There will be no replacement of plants damaged during weather events (freezes, floods, felled trees on landscaping, hail, wind, etc.)

**Other:** Customer is responsible for providing all services to feed electrical and irrigation, including backflow preventer, water meter, impact fees and any necessary permitting required for scope of work. Sharums is not responsible for damage done to any unmarked utilities. Drawings are not construction documents. They are for design purposes only.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Landscaping Estimate for:**  
 Stephanie Bradley  
 1738 W Pratt Dr  
 Fayetteville, AR 72703  
 Estimate #180  
 Pricing Valid Until: 12/4/2022

## Step 1

Choose Your Desired Options  
(uncheck any section you would like to exclude)  
 and Electronically Sign at the  
 Bottom

## Step 2

Upon receipt of signed  
 contract you will receive an  
 invoice for the deposit via  
 email within 72 hours

## Step 3

That's It!  
 Once deposit is received  
 materials will be ordered and  
 your project scheduled

| Estimate Description  | Quantity | Rate     | Amount   |
|---|----------|----------|----------|
| Landscape Labor:  | 1        | 16578.23 | 16578.23 |
| <ul style="list-style-type: none"> <li>Trenching and covering the irrigation that was exposed by the water damage</li> <li>Take the stone wall down and rebuild it (The base layer was exposed and has some erosion due to the water)</li> <li>Add top soil and replant</li> <li>Mulch the bed that was disturbed by the water</li> <li>Drains will have to be cleaned out and exposed that have been covered by the water</li> <li>Deconstruct the gravel bed and dry creek bed and re install properly</li> <li>Reset stones in the path that runs through the dry creek bed</li> </ul> |          |          |          |
| Weedbarrier   | 1000     | 0.37     | 370.00   |
| 24Chocolate Gravel  | 5        | 0.00     | 0.00     |
| Misc Stone  | 1        | 1656.23  | 1656.23  |
| Stone Delivery Fee  | 1        | 300.00   | 300.00   |
| Dump Trips  | 2        | 55.00    | 110.00   |
| Azalea<br>Available in multi blooming varieties<br>Available in shades of pink purple red orange and white<br>Sizes range from 2 tall and wide to 4 tall and wide<br>Need some shade<br>br/>http://www.azalea.com/6372821f61fed472dd90  | 20       | 0.00     | 0.00     |
| Liriope<br>Gets no taller than 12"<br>Stays green all year long<br>Has showy purple flowers in Fall<br>Grows in full sun to full shade<br>Resistant to deer<br>div<br>http://www.liriope.com/6372821f61fed472   | 35       | 0.00     | 0.00     |
| Compost Back To Nature  | 4        | 11.83    | 47.32    |
| Chocolate Mulch Yds   | 6        | 43.60    | 261.60   |
| Top Soil Yard   | 8        | 42.00    | 336.00   |

| Estimate Description    | Quantity | Rate             | Amount      |
|-------------------------|----------|------------------|-------------|
| Base Gravel             | 2        | 47.50            | 95.00       |
| Clean 3/4 Filter Gravel | 4        | 42.50            | 170.00      |
|                         |          | <b>Sales Tax</b> | \$1,931.90  |
|                         |          | <b>Total</b>     | \$21,856.28 |

**When signing electronically, you will also need to type your name on the line to complete the acceptance process.**

If you have any questions or would like to request changes to the estimate please contact us and let us know.

**Deposits and Invoicing:**

Landscaping jobs of this size require a **50%** deposit before work will be scheduled. The deposit can be accepted by credit card or check. Once deposit is received your job will be scheduled. Blue Ribbon Grounds Services reserves the right to submit additional requests for payment as the project progresses.

After you accept the proposal, you will receive an email containing instructions for setting up your payment information. Blue Ribbon Grounds Services will issue an invoice for the deposit amount which will come in a separate email. Remaining balances will be invoiced following completion or stages of completion.

**Exclusions to Estimates:**

The following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical work to be done by a certified electrician
- Iron railings removed during construction are always re-attached at an additional cost
- Damage to existing irrigation lines during installation
- Irrigation repairs not specified in writing or discovered during project
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, Blue Ribbon Grounds Services reserves the right to retain an Engineer, at the Client's expense to evaluate and propose solutions.
- Painting and staining is not specified
- Conduit connections for electrical, gas and all other service utilities. Or damage to existing utilities.
- Site unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

**Planting and Plant Warranty:**

- Trees and shrubs are warrantied up to one (1) year from the date of installation, provided that Blue Ribbon Grounds Services is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate and weather conditions associated with the site, and that they agree they are properly maintained in keeping with standards for assuring the longevity of such plants and not misused or neglected.
- Blue Ribbon Grounds Services will not replace plants killed by animals, rodents, insects, disease, mechanical damage, neglect, natural disasters, weather, lack or excessive watering or other reasons which Blue Ribbon Grounds Services has no control (including plants not under mechanical irrigation maintained by Blue Ribbon Grounds Services .
- Winter Protection: All evergreens, broadleaf evergreens and delicate plants must be covered and protected during harsh winter conditions during their first year to validate warranty.
- Plant Seasonality: Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the Client's request voids any warranty. Blue Ribbon Grounds Services will notify Client in writing if the planting requested is impacted by this statement.
- Plant availability: In some instances, some plants, shrubs, bushes and trees may not be readily available to procure in time for the required planting. Should this occur Blue Ribbon Grounds Services will work with the Client to find a suitable substitution, subject to availability.
- Plant diseases: Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform Blue Ribbon Grounds Services . Blue Ribbon Grounds Services will determine the nature and source of the illness. If it is deemed that the plant was infected prior to installation, Blue Ribbon Grounds Services reserves the right to first use herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's health fail, the Client is entitled to a refund only. Blue Ribbon Grounds Services reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of the Blue Ribbon Grounds Services . In all cases, Blue Ribbon Grounds Services shall work with the Client to minimize damage to the existing plants.
- Plant Replacement: Blue Ribbon Grounds Services is entitled to up to one(1) year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one(1) year or to wait for a suitable replacement. Plants shall be replaced one time only.
- Lawns: New lawns that are under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. Should new sod be damaged due to animals the Client will incur all costs for replacement or repair.
- Weeds: Blue Ribbon Grounds Services shall use it's efforts to minimize any weeds, however, Blue Ribbon Grounds Services shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.
- Replacement plant material: Blue Ribbon Grounds Services does not guarantee plant material that has been transplanted on site.



- Failure to pay an invoice in full or a balance due on an account suspends any warranty until account is brought current.
- Plant Maintenance: Failure to follow recommendations of Blue Ribbon Grounds Services will void warranty on all affected plant material.
- Water Requirements: Watering of plant material is the responsibility of the Client.
- This warranty does not cover annuals, perennials, ground covers, wildflowers, seeds, sod, bulbs, roses and non-winter hardy plants.
- An additional charge for plant removal and reinstallation will apply and covers a one time replacement only.
- Any repairs or maintenance performed to any installation by any party other than Blue Ribbon Grounds Services voids any warranties offered by Blue Ribbon Grounds Services .

The failure of Blue Ribbon Grounds Services to enforce any right occurring under this agreement shall not be construed as a waiver of a subsequent right of Blue Ribbon Grounds Services to enforce the same or any other right, term or condition.

Thank you for giving us the opportunity to bid for your business. We have worked hard to establish a reputation for quality, and we look forward to showing you that it is well deserved.

If you have any questions, please give us a call at 479-636-1717.

**Declined cards or late payment** - Any invoices not paid within 5 days of work completion will be subject to a late fee and any charges associated with collection efforts.

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