

PROPOSAL

Tri-Star Contracting II, Inc.

15-501 LITTLE MORONGO ROAD

DESERT HOT SPRINGS CA 92240

Bus: (760) 251-5454 Fax: (760) 251-5458

License Number: 909195 (A), DIR Number 1000004952



"We dig the
Coachella Valley"

Proposal Date: 18-Apr-25

Date of plans:

Proposal number: 050425

Proposal Submitted to: City of Palm Desert

Address: 73510 Fred Waring Drive

Palm Desert CA 92260

Phone: 760-340-0574

Fax: ccabrera@cityofpalmdesert.org

Job Name: Pond Demo

Address: One Quail Place

Palm Desert CA

Contact: Celina Cabrera

Contact cell #: 760-776-6449

We hereby submit an estimate for equipment, labor & material to:

Mobilization	1 LS	\$	21,688.00	\$	21,688.00
Includes bonding, & Site Protection					
Remove Trees	2 EA	\$	5,668.00	\$	11,336.00
Demo	1 LS	\$	40,734.00	\$	40,734.00
Demo to include:					
Demo & remove ponds on site:					
Rocks encased in concrete to be removed					
Rocks not covered in concrete to stay on-site as decorative wall					
No fill to be exported or imported					
Grade Area	5,000 SF	\$	1.56	\$	7,800.00
Place Salvaged Boulders	1 LS	\$	24,804.00	\$	24,804.00
Install Irrigation to include:					
Connect to existing valve	1 EA	\$	68.00	\$	68.00
3/4" PVC Pipe	400 LF	\$	15.50	\$	6,200.00
1804 Pop-up Spray Head	20 EA	\$	76.00	\$	1,520.00
1/2" Bubbler	20 EA	\$	19.00	\$	380.00
5 Gallon Plants (addendum 1)	20 EA	\$	66.60	\$	1,332.00
Sod	5,000 SF	\$	2.50	\$	12,500.00

Sod to be planted over native soil

Project includes prevail wage

Project includes work listed in the invite to bid

Billing to be done based on work completed on-site, changes in work or scope to be billed T&M

Plant maintenance to be done T&M if requested

Exclusions (unless listed above): **any permits**, inspections, fees, bonding, water, water meter, engineering, surveying, tests, screening on-site material, traffic control, drainage in areas of less than 1% grade.

Contractor is under no duty to investigate the project site, analyze, compare and/or correct the plans and specifications.

Tri-Star is not responsible for undisclosed site conditions including utilities, rocks, pipes, or septic tanks.

Work necessary as a result of these unknown conditions are the owner's responsibility and if additional work is necessary as a result, such work will be billed as an extra. Owner/contractor is advised to obtain their own soils engineer & compaction tests.

TOTAL PROPOSAL: \$ 128,362.00

All sums are due and payable as stated. Any unpaid sums incur interest at the rate of (2%) per month from the date said sum is due. If any installment payment due hereunder is past due, or if Buyer disputes an extra charge hereunder, Tri-Star may stop work.

Payment is to be made as follows: **30 day billing**

THIS PROPOSAL IS VALID FOR 180 DAYS

Respectfully

Submitted: _____


Dan Willis

General Provisions

Any alteration or deviation from above specifications, including any such alterations or deviations involving additional material and/or labor cost, will be executed only upon written order for same, signed by Owner and Tri-Star, and if there is any charge for such alteration or deviation, the additional charge will be added to this Contract. If payment is not made when due, Tri-Star may suspend work on the job until such time as all payments due have been made. A failure to make payments from the

due date shall be deemed a breach of this Contract

In addition the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized to perform said work.
3. Tri-Star may at its discretion engage sub-contractors to perform work hereunder, provided Tri-Star shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this Contract.
4. Tri-Star shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All change orders shall be in writing and signed both by Owner and Tri-Star, and shall be incorporated in, and become a part of this Contract.
6. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Tri-Star may cease work without breach of pending payment or resolution of any dispute.
7. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration venue shall be in Palm Desert California. The prevailing party shall be entitled to all arbitration and court costs, as well as reasonable attorney's fees.
8. Tri-Star shall not be liable for any delay due to circumstances beyond its control, including but not limited to, acts by Owner and/or contractors, acts of God, weather, governmental authority or litigation. It shall also acknowledge that any changes in the plans and specifications made by the Owner as well as the contractor, agents, architects, engineers, or government agency which will extend or change the scope of work may be charged as an extra under this Contract.
9. Tri-Star warrants all work for a period of 12 months following completion.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

Acceptance _____ Date _____