



The Barn Nursery & Landscape Center
 8109 S. Route 31
 Cary, IL 60013
 847-658-3883 phone
 847-658-2339 fax
 www.barnnurserylandscape.com

August 23, 2013

Long Grove Park District
 3849 Old McHenry Rd
 Long Grove, IL 60047

Prevailing Wage Walkway
 3849 Old McHenry Rd
 Long Grove, IL 60047

The Barn Nursery & Landscape Center agrees to furnish and install the following as herein specified and as indicated on design plan, which if furnished, shall be considered as a part of this contract. PLEASE READ ALL WARRANTY AGREEMENTS

1. DELIVER & INSTALL: West Side Walkway

Install a 285' long x 6' wide walkway with a 5" compacted CA-6 gravel base and 3" Limestone screening top layer.

All soil debris will be used on site to backfill walkway.
 Add 3 - 10' Long 6" PVC pipes under walkway for drainage.

Quantity	Size/Units	Description
41.00 ton		Grade #8 Limestone CA-6
25.00 ton		Limestone Screening
30.00 foot		6" Pipe - 10' length (Solid - ASTM3034)
1800.00		Nonwoven Geotextile Fabric- 4oz

Subtotal: \$7,213.63

Recycled concrete can be used to replace the CA-6 Sub-base and Asphalt Screenings can be used to replace the limestone screening for no additional charge. Benefits are all recycled products and the asphalt will pack more firm, not erode with water flow and not be as dusty as limestone screening.

2. DELIVER & INSTALL: East Side Walkway

Install a 660' long x 4' wide walkway with a 5" compacted CA-6 gravel base and 3" Limestone screening top layer.

Debris will be used to backfill walkway.
 Add 2 - 10' Long 6" PVC pipes under walkway for drainage.

Quantity	Size/Units	Description
63.00 ton		Grade #8 Limestone CA-6
38.00 ton		Limestone Screening
1.00		10" Steel Culvert with Banded Flared Ends, set on a 6" compact gravel base
2700.00		Nonwoven Geotextile Fabric- 4 oz

Subtotal: \$12,513.69



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Long Grove Park District : WALK#1 - Prevailing Wage Walkway

3. DELIVER & INSTALL: Top Dress Ex. Walk

Add Option to contract:

Top Dress Existing gravel walkway with Limestone Screening or Asphalt Screening. Over 170 ton of product is being moved over the existing roadways and they should be lightly top dressed upon completion.

Quantity	Size/Units	Description
24.00 ton		Limestone Screening

Subtotal:	<u>\$1,016.00</u>
Contract Total:	\$20,743.32
Discount:	<u>\$-744.69</u>
Contract Total:	\$19,998.63

This quote does reflect prevailing wage costs.

A 50% deposit is required upon acceptance of contract. Balance to be paid upon completion.

A 1.5% service charge per month is added to all past due accounts.

The Barn Nursery & Landscape Center

Purchaser Signature

By: _____

X _____

Note: Purchaser is responsible for having any private in-ground utilities marked prior to excavating (invisible dog fences, sprinkler systems, septic systems, etc.) The Barn will contact JULIE to locate other utilities. Please see terms and conditions.

TERMS, CONDITIONS AND DISCLAIMERS:

The Barn Nursery states: That all work will be done in a good and workman like manner. That all nursery stock provided under this agreement will be healthy when planted and true to name. That all trees & shrubs unless mentioned in plant warranty exceptions will survive for said period of one year from date of planting. The Barn Nursery shall install and plant the materials in substantial compliance to the landscape plans attached to and made part of this agreement.

PAYMENTS: Net balance due immediately upon completion of all work. It is mutually agreed by both parties that all materials furnished by The Barn Nursery & Landscape Center shall remain the sole property of The Barn Nursery & Landscape Center until such time as payment in full has been made as specified herein and the contractor has license to enter upon client's property to regain possession thereof without notice to the purchaser upon failure to pay as specified herein. It is agreed that upon default of whole or any part upon maturity of payment the purchaser authorizes any attorney to appear for him in any court of record and confess judgment without notice for such amount as may appear to be unpaid or declared due hereon together with interest due and costs and attorneys fees included in the judgment.



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TAX: Plants and materials are subject to Illinois Retailers Occupation Tax or Illinois Sales Tax.

PLANTING GUARANTEE: The contractor agrees with the contract purchaser to furnish and plant one free replacement for any plant that dies within the guarantee period of one year from the date of planting. Warranty exceptions are detailed on a separate plant warranty sheet attached. This warranty is not transferable; Hybrid roses, annual flowers, vegetables, flower bulbs, bare root plants, sod, aquatic plants, pond plants and seed plants are not warranted. Customer must notify the Barn Nursery within the stated one year period in order to receive replacements.

Contractor is not liable for death of or damage to plants caused by:

Salts or abrasive chemicals, motor or manual vehicles, lack of proper maintenance; damage resulting from improper watering, fertilization, pruning or softened water. Conditions beyond contractors control. Any acts of negligence on the part of purchaser. Change of grade around plants after planting. Insect or animal damage. Acts of God (Excessive rains, hail, droughts, tornadoes or other natural disasters).

In order to keep this guarantee in full force and effect, the balance due must be made upon completion. If payment is not received within 30 days after completion, the warranty is null and void.

ADDITIONS TO THE CONTRACT: Any additional work above and beyond the contractual agreement will be charged accordingly. Additional plants will be bid as per the contract. Additional labor and materials will be based on our hourly rates. Foreman _____per hour per man. Laborer _____per hour per man. Tractor work _____per hour of equipment.

CHANGES TO THE CONTRACT: Any changes initiated by the customer should be made prior to signing the contract. Changes occurring after the fact may result in charges to return and/or restock item(s). Any charges incurred will be passed along to the customer.

DISCLAIMER OF WARRANTY: The Barn Nursery & Landscape Center makes no other representations except those expressly made herein and disclaims any and all implied warranties including those of merchantability and fitness for a particular purpose.

SPRING AND SUMMER SEEDING DOES NOT CARRY A WARRANTY. Lawns: While we use only premium quality fertilizer, grass seed, sod and workmanship, it is impossible to guarantee either the growth of grass or freedom from weed. Proper care of a newly seeded or sodded lawn is equally as important as the original construction. The only method of assuring growth is to keep the lawn moist until root growth is established so that the grass will choke out germinating weed seeds which are always present in all soils.

DEFAULT: In the event of default by purchaser, such as cancellation after plant or other materials have been purchased, The Barn Nursery & Landscape Center reserves the right to keep the deposit as liquidated damages for the non performance of the contract.

NOTICE TO PURCHASER:

1. Do not sign this contract before you have read it.
2. Immediately upon signing you are entitled to a completed copy of this contract.
3. You have the following rights, among others:
 - a. To pay in advance the full amount due
 - b. In certain circumstances to redeem property repossessed for default.

DISCLAIMERS: Customer/owner is responsible for notifying The Barn Nursery and locating and adequately marking as needed any PRIVATE in ground utilities including but not limited to invisible fences, sprinkler systems, private gas or electrical lines, water lines, septic systems, drain tile systems, etc. The Barn Nursery & Landscape



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Center is not responsible for damage to any PRIVATE in ground utilities including but not limited to invisible fences, sprinkler systems, private gas or electrical lines, water lines, septic systems, drain tile systems, etc. The Barn Nursery & Landscape Center is not responsible for any damage to landscape installation or hardscapes construction (including but not limited to brick patios and walkways) caused by subsoil failure. The owner agrees to pay The Barn Nursery for cost incurred for concealed obstructions or problems, such as rock, debris and drainage which The Barn Nursery must remove, replace, modify or otherwise work on.

ACCEPTANCE OF A CONTRACT WITH THE BARN NURSERY & LANDSCAPE CENTER ASSUMES THE ACCEPTANCE OF THESE TERMS, CONDITIONS AND DISCLAIMERS. OWNER IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ANY AND ALL PERMITS REQUIRED.

I have read and understand the above terms, conditions and disclaimers.

Customer signature

Date