Item #3:

Resolution Waiving Bids & Approving Bid From The Barn Nursery For Installation Of Pathway Segments In Stonehaven

VILLAGE OF LONG GROVE
RESOLUTION NO. 2013-R-___

RESOLUTION WAIVING COMPETITIVE BIDDING & AWARDING A CONTRACT FOR THE INSTALLATION OF SEGMENTS OF THE STONEHAVEN PEDESTRIAN PATHWAY

WHEREAS, in an effort to connect existing pathway sections, the Village Pathways Committee solicited quotes for adding segments of limestone pathway to connect existing Village Pathways in Stonehaven Subdivision that connect to the larger Village Pathway System; and

WHEREAS, after consulting with Village Trustee/Pathways Committee Chairman Joseph Barry, the Village Pathway Committee is recommending that the Village waive competitive bidding and approve the April 18, 2103 proposal from The Barn Nursery for two pathway segments consisting of limestone screening in an amount not to exceed $19,998.63 (the "***Recommended Proposal***"), which Recommended Proposal is attached to this Resolution as Exhibit A; and

WHEREAS, the President and Board of Trustees, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to so waive competitive bidding and to approve the Recommended Proposal;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section 2: Award. The Village of Long Grove hereby awards the contract for adding two gravel pathway segments to the planned pathway in Stonehaven Subdivision (***"Contract"***) in the total amount not to exceed $19,998.63, as detailed in the Contract, and conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the Village Manager in accordance with the Contract that is acceptable to the Village of Long Grove.

Section 3: **Effective Date**. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 28th day of May, 2013

AYES: (_)

NAYS: (_)

ABSENT: (_)

APPROVED this 28th day of May, 2103.

_____

Angela Underwood, Village President

ATTEST:

_____

David Lothspeich, Deputy Village Clerk

EXHIBIT A

The Recommended Proposal

The Barn Nursery, Inc.

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

April 18, 2013

Village of Long Grove
3110 RFD
Long Grove, IL 60047

Prevailing Wage Walkway
Long Grove, IL

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)

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

Subtotal: $12,513.69

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

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

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:	$1,016.00
Contract Total:	$20,743.32
Discount:	$-744.69
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.

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

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

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 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

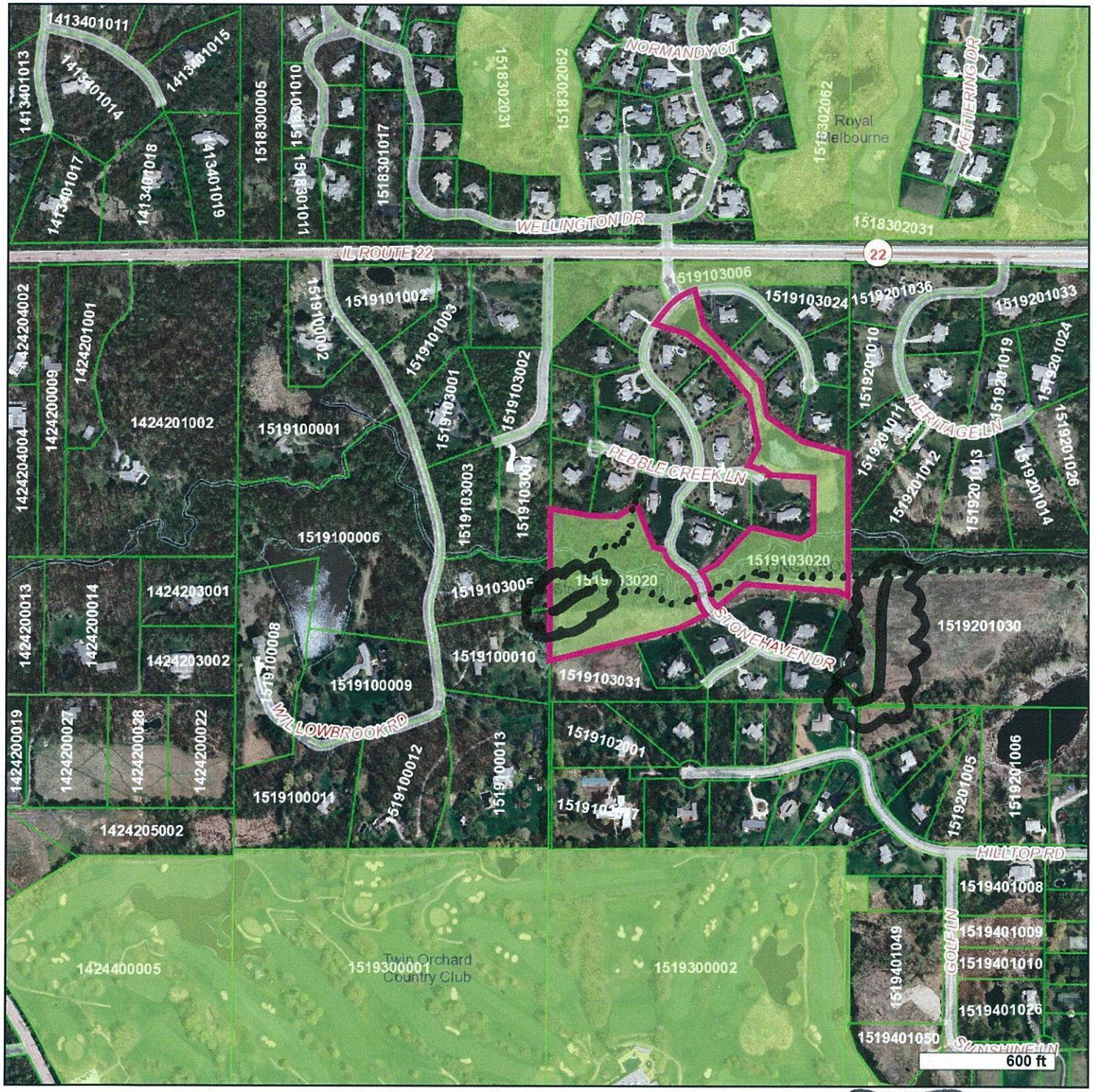
The Barn Nursery & Landscape Center
8109 S. Route 31
Cary, IL 60013
847-658-3883 phone
847-658-2339 fax
www.barnnurserylandscape.com

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

Lake County, Illinois



LakeCounty
Geographic Information System

Lake County Department
of Information Technology
18 N County St
Waukegan IL 60085
(847) 377-2373

Map Printed on 05/20/2013
Parcel 1519103020 is outlined.

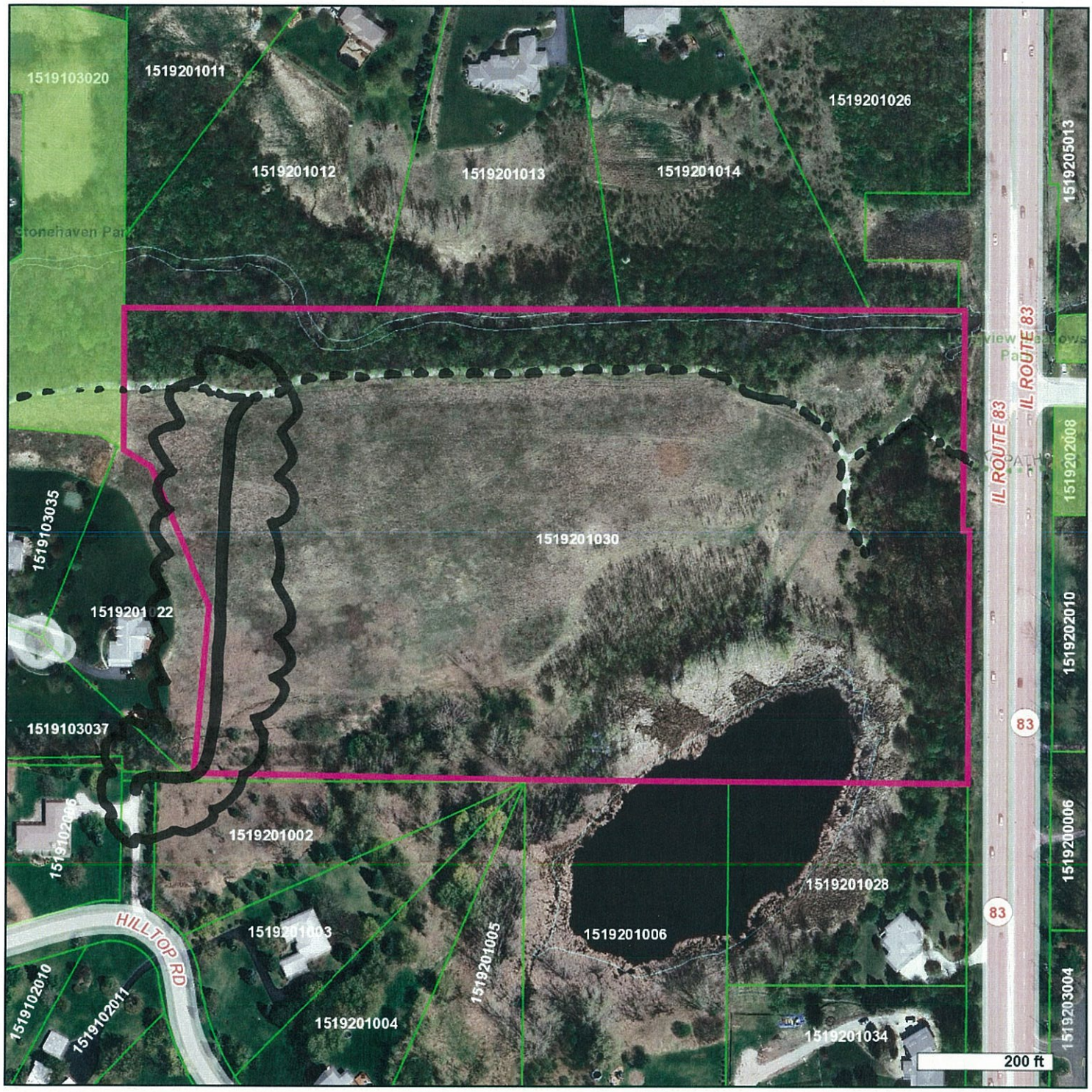
N

2011 Buildings
Forest Preserves
Lake County Border
Streams
Trails
2010 Aerial Photography

— = Barn Nursery Proposal

Disclaimer The selected soil feature layer may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

Lake County, Illinois



LakeCounty
Geographic Information System

Lake County Department
of Information Technology
18 N County St
Waukegan IL 60085
(847) 377-2373

Map Printed on 05/20/2013
Parcel 1519201030 is outlined.

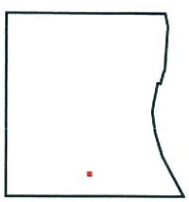
N

2011 Buildings
Forest Preserves
Lake County Border
Streams
Trails
2010 Aerial Photography

— = Barn Nursery Proposal

Disclaimer The selected soil feature layer may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

Lake County, Illinois



LakeCounty
Geographic Information System

Lake County Department
of Information Technology
18 N County St
Waukegan IL 60085
(847) 377-2373

Map Printed on 05/20/2013
Parcel 1519103020 is outlined.

N

2011 Buildings
Forest Preserves
Lake County Border
Streams
Trails
2010 Aerial Photography

— = Barn Nursery Proposal

Disclaimer The selected soil feature layer may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.