

ORDINANCE NO. 1733-17

AN ORDINANCE AUTHORIZING THE MAYOR AND CHIEF OPERATING OFFICER TO ENTER INTO A MINTENANCE AGREEMENT WITH APEX LANDSCAPING INC. OF HAWTHORN WOODS, ILLINOIS FOR VILLAGE ISLANDS AND CUL DE SACS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be, and the same are, hereby authorized and directed to execute an agreement with Apex Landscaping Inc., in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

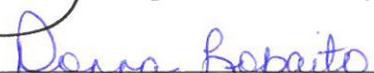
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on February 27, 2017:

AYES: Perzio, Rios, Morgan, Carrigan, Dimaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: February 27, 2017

APPROVED: February 27, 2017



2017-2018 LANDSCAPE MAINTENANCE CONTRACT

Prepared for:

VILLAGE OF HAWTHORN WOODS

FEBRUARY 15, 2017



February 15, 2017

Village of Hawthorn Woods
Attention: Brian Sullivan
2 Lagoon Drive
Hawthorn Woods, Illinois 60047

Location: Multiple– Hawthorn Woods, IL

Subject: Landscape Maintenance Contract 2017 & 2018

Per our specifications for Landscape Maintenance Services, Turf areas will be maintained weekly and not turf areas will be maintained every other week. Mulch is NOT included the costs are listed below and also attached.

| | |
|---|---------------------|
| <u>April 1, 2017 to November 30, 2017</u> Total seasonal cost of <u>\$17,280.00</u> to be billed as 8 equal monthly payments of <u>\$2,160.00</u> & <u>\$160.00</u> for aeration of all turf areas to be billed upon completion | |
| Accepted By <u><i>Joseph Atwater</i></u> | Date <u>2/27/17</u> |
| <u>April 1, 2018 to November 30, 2018</u> Total seasonal cost of <u>\$17,280.00</u> to be billed as 8 equal monthly payments of <u>\$2,160.00</u> & <u>\$160.00</u> for aeration of all turf areas to be billed upon completion | |
| Accepted By <u><i>Joseph Atwater</i></u> | Date <u>2/27/17</u> |

Please sign above where applicable and initial all pages of the specifications and return one copy to our office.
Thank you.

Respectfully Submitted,
Robert Atwater
Robert Atwater, President
Apex Landscaping Inc.



Village of Hawthorn Woods
Attention: Brian Sullivan
2 Lagoon Drive
Hawthorn Woods, Illinois 60047

LAWN MAINTENANCE CONTRACT INCLUDED SERVICES:

Spring Clean-Up

Spring clean-up operations will be completed by the end of April weather permitting.

Weekly Maintenance

Weekly maintenance begins in May and runs through September. If any extra cuts are needed prior to May, the cost of the cut will be prorated.

Fall Clean-Up

Fall clean-up operations will begin in October and run through then end of November, weather permitting. The month of October will include 3-4 site visits and November will include 1-3 site visits.

Fertilization & Weed Control

| | |
|-------------|--|
| March/April | Fertilizer and pre-emergent weed control |
| June | Fertilizer & weed control |
| September | Fertilizer & weed control |

Shrub Trimming

First cutting, typically scheduled from June 1 to July 15. Last cutting if needed, is from August 15 thru September.

Tree trimming over 10' is not included.

Turf Aeration

Enhances your turf by making sure vital nutrients reach the turf's root system. Single pass only, plugs to remain on the turf. Extra charge if approved by managing agent.

YOUR CONTRACT INCLUDES THE ATTACHED SPECIFICATIONS. MONTHLY PAYMENTS ARE DUE UPON RECEIPT OF INVOICE. 1.5% INTEREST WILL BE APPLIED TO ALL INVOICES OUTSTANDING AFTER 30 DAYS. IN THE EVENT GAS PRICES RISE ABOVE \$4.25 PER GALLON AN ADDITIONAL FEE WILL BE ASSESSED. FOR EVERY \$0.25 INCREASE AT THE PUMP, THERE WILL BE A FUEL SURCHARGE OF 5% OF THE CONTRACT PRICE ADDED.

In the event the State of Illinois increases the minimum wage (as of January 2013 @\$8.25 per hour), the contract price and T&M pricing would increase by the same percentage.

Example: \$8.25 increases to \$9.00 = 8.4%, the monthly price of \$1000.00 would increase to \$1084.00 (8.4%).

Accepted by:

Date 2/27/17

The client is responsible for any legal fees incurred for the collection of any unpaid invoices.
The client may not alter the contract in any way.



LANDSCAPE MANAGEMENT SCHEDULE OF SERVICES
APRIL 1 THROUGH NOVEMBER 30

A. SCOPE OF WORK

Apex Landscaping will provide all labor, equipment and material for the performance of all landscape maintenance services as provided herein for all landscape areas within the property.

B. LAWN CARE

1. Turf shall be maintained at a height of 2" to 3" as conditions require. Cutting blades on all equipment shall be sharp enough to prevent tearing of grass blades, and no more than 1/3 of the grass blade shall be removed per cutting. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and excess clippings shall be removed to present a neat appearance. Mowing height shall be raised as necessary during prolonged periods of hot, dry weather to avoid turf stress.
2. Approved chemical treatments shall be used at appropriate times and in prescribed amounts to control crabgrass, broadleaf and other weeds in turf areas in order to present a weed-free lawn throughout the season. A minimum of one (1) pre-emergent crabgrass treatment and two (2) broadleaf weed applications shall be made in the course of the season. Hard to control weeds may require spot treatments.
3. Grasslike weeds require the use of specific post emergent weed control and will be billed to the property owner/manager on a time and material basis.
4. A quality turf fertilizer shall be applied a minimum of three (3) times per season providing a total minimum of three (3) pounds actual nitrogen per 1000 square foot of turf per season. Timing, frequency and rate of application shall be adjusted depending on horticultural conditions.
5. Turf adjacent to walks, curbs, trees, shrub beds and flowerbeds shall be mechanically edged as often as necessary to prevent overgrowth and to maintain a neat, attractive appearance. Mechanical edging will be done a minimum of two (2) times per month.
6. Leaves shall be removed from turf areas as necessary in autumn and throughout the season.

C. SPRING AND FALL CLEAN UPS

1. Between March 15th and April 30th, a general spring clean-up to turf and landscape areas shall be provided to remove debris accumulated over the winter.
2. Beginning in mid-October and continuing through the end of the season, fall clean ups begin and visits to the property will be approximately every ten (10) days, weather permitting. In November, there will be a minimum of one (1) visit and a maximum of three (3) visits. In the case that foliage lingers beyond November, an extra clean up service may be requested at an additional hourly cost.
3. Both spring and fall clean-ups are incorporated as part of the contract and neither is optional.



D. SHRUB, EVERGREEN AND GROUNDCOVER BEDS

1. All beds shall be weeded, cultivated and edged at least three (3) times during the season, and more often if necessary to present a neat, weed-free appearance at all times and to prevent compaction of topsoil. Pre-emergence and post-emergence weed control shall be employed during the season to control weed growth and to further insure a weed-free appearance.
2. Shrubs and evergreens shall be trimmed at least twice per season, and more often if necessary, to develop the natural form of the plant and to create the effect intended by the landscape architect.
3. Groundcover beds shall be pruned at least two (2) times and more if needed to present a neat appearance. All unwanted grass or weeds shall be manually pulled from the groundcover or chemically controlled.
4. Fertilizer shall be applied to all beds one (1) time per season at an additional charge, if this service is requested.
5. Appropriate chemicals shall be applied to control insects once per season. Timing of application shall be adjusted based on insects and other pertinent conditions. This is an additional service and will only be performed if contracted by the owner/agent at an additional cost.
6. Leaves shall be removed from all beds as necessary in autumn and throughout the season.

E. TREES AND LAWN EVERGREENS

1. It is recommended that all trees and lawn evergreens shall be root fed once per season with liquid or water-soluble plant food to stimulate root growth and general vigor of the plant. This is an additional service and will only be performed if contracted by the owner/agent at an additional cost.
2. A cultivated and edged ring shall be maintained at the base of all lawn trees to present a neat, weed-free appearance.
3. Suckers growing from the base of the trees shall be pruned out as necessary.

F. FLOWER BEDS

1. All flowerbeds shall be prepared and annual flowers installed as early as weather and availability permits, but not later than May 30, only if pre-approved by the Owner/Agent for an additional charge.
2. All annual flowers shall be removed in fall after frost.
3. Perennials, if any, shall be cut down to soil level in fall.
4. Flowerbeds shall be fertilized and faded blossoms removed weekly at an additional charge.
5. Perennial beds shall be maintained in a neat and weed-free manner.



G. GENERAL MAINTENANCE

1. Gravel beds shall be maintained in a neat, weed-free manner at all times, including pond edges, if any.
2. Maintenance watering is not included as part of this contract. Either the Owner/Agent or Apex Landscaping shall provide any water needed by Apex Landscaping for performance of its duties.
3. Papers and other debris shall be cleaned off all landscape areas before work is completed on each visit to the property.
4. Apex Landscaping shall make diligent observations of conditions on the site, which may affect the landscaping, and shall make informed, timely recommendations to Owner/Agent regarding prudent action for the welfare of all plant material.
5. Apex Landscaping shall make a written report to Owner/Agent as needed making observations and recommendations regarding problems or potential problems of any kind and outlining any steps that will be taken by Apex Landscaping.
6. Irrigation systems, if any, will be monitored by Apex Landscaping and recommendations to adjust the rate of application to meet changing conditions shall be Apex Landscaping's responsibility. Repairs to and maintenance of the irrigation system shall be the sole responsibility of the Owner/Agent unless specifically incorporated into this contract. Apex Landscaping cannot be held liable for damaged or improperly installed systems.
7. Apex shall perform inspections monthly throughout the season. The inspection will notify the owner/agent of any problems or improvements that can be made or corrected.

H. MISCELLANEOUS

1. Apex Landscaping Inc. carries full insurance and all employees are covered under workman's compensation insurance. A Certificate of Insurance is available upon request.
2. Apex Landscaping Inc. will not be responsible for the following: damage to any sprinkler heads; damage to any plastic window well covers that are adjacent to turf; damage to any sub-surface lines including but not limited to: cable TV, invisible dog fences, lighting systems, security lines, pool equipment lines, secondary gas lines, irrigation lines; damage arising out of acts outside of Apex Landscaping's control including but not limited to: vandalism, damage caused by flood, fire, hail, rain, snow, wind, freezing, or animals. Apex is not responsible for damage caused by "Acts of God".
3. All watering when requested, will be at an hourly rate for one (1) man with twenty (20) hoses and ten (10) sprinklers will be charged at forty-two dollars and 00/100 (\$42.00) per hour (plus travel time). All water will be furnish and paid for by the association/Property Owner with adequate working silcocks and/or hydrant meters. Watering trucks and rates are available upon request.
4. Additional work requiring labor outside of this contract will be charged on an hourly basis. One way travel time will be charged if applicable.



Regular Rates:

| | |
|---------------|----------------------|
| Laborer Rate: | \$38.00 per man-hour |
| Foreman Rate: | \$45.00 per man-hour |

Overtime Rates: Monday through Friday (6pm-7am) & Saturday/Sunday

| | |
|---------------|----------------------|
| Laborer Rate: | \$57.00 per man-hour |
| Foreman Rate: | \$67.50 per man-hour |

Holiday Rates:

| | |
|---------------|----------------------|
| Laborer Rate: | \$76.00 per man-hour |
| Foreman Rate: | \$90.00 per man-hour |

| | |
|----------------------------------|-----------------------------|
| Debris Removal: | \$150.00 per standard load |
| Laborer or Foreman with machine: | \$10.00 per hour additional |

5. In the case in which an abundance of debris exists, a disposal fee may be necessary. Debris impeding Apex Landscaping Inc. to complete our scheduled services will be billed accordingly without a work order.
6. Any additional landscape services outside the scope/specifications of this contract allows Apex Landscaping Inc. the first right of refusal to complete any additional services.
7. This contract can be cancelled by either party with or without cause with thirty (30) days written notification to the other party.
8. All agreements are contingent upon strikes, accidents or delays beyond our control.

RIDER

The following operations are a partial list of the types of work not included in this contract but which Apex Landscaping would provide on a time-and-material basis when authorized by Owner/Agent.

1. Removal of trees on property.
2. Repairs to turf, shrubs and trees due to snow damage.
3. Repairs to turf, shrubs and trees due to damage by those other than Apex Landscaping.
4. Watering of turf, shrubs, flowers and trees not covered with this contract.
5. The application of any pesticides not covered within this contract.
6. The pruning of trees.
7. Insect and disease problems in the lawn.
8. Acts of God.



Cul De Sac Maintenance

Turf is at 3 Locations Bruce Circle North, Brierwoods Court and the Village hall.

| | Pricing/Month | Mulch |
|-----------------------------|-------------------|-------------------|
| Wayne Lane | \$40.00 | \$180.00 |
| Bruce Circle North | \$65.00 | \$120.00 |
| Brierwood Court | \$65.00 | \$120.00 |
| Tanglewood Court | \$40.00 | \$180.00 |
| Sycamore | \$40.00 | \$180.00 |
| Cobblewood | \$40.00 | \$180.00 |
| Dorset Court | \$40.00 | \$180.00 |
| Westwind Court | \$40.00 | \$180.00 |
| Steeplechase North | \$40.00 | \$180.00 |
| Steeplechase South | \$40.00 | \$180.00 |
| Paddock Court | \$40.00 | \$180.00 |
| North Trail | \$40.00 | \$180.00 |
| Bent Tree Court | \$40.00 | \$180.00 |
| Fox Hunt Court | \$40.00 | \$180.00 |
| Thornfield Court | \$40.00 | \$180.00 |
| Bixtone Court | \$40.00 | \$180.00 |
| Hillcrest Island | \$50.00 | \$190.00 |
| Quail Hallow | \$40.00 | \$180.00 |
| Hilltop | \$40.00 | \$180.00 |
| Lakeview Court | \$40.00 | \$180.00 |
| Karen Court | \$40.00 | \$180.00 |
| Cherry Hill Court | \$40.00 | \$180.00 |
| Shenandoah | \$40.00 | \$180.00 |
| Rutgers Court | \$40.00 | \$180.00 |
| Yale Court | \$40.00 | \$180.00 |
| Princeton Court | \$40.00 | \$180.00 |
| Glenn | \$40.00 | \$180.00 |
| Rosewood | \$40.00 | \$180.00 |
| Condor | \$40.00 | \$180.00 |
| Essex Court | \$40.00 | \$180.00 |
| Hampton Court | \$40.00 | \$180.00 |
| McGregor East | \$40.00 | \$180.00 |
| McGregor West | \$40.00 | \$180.00 |
| Kathy Court | \$40.00 | \$180.00 |
| Cooper Court | \$40.00 | \$180.00 |
| Byron Court | \$40.00 | \$180.00 |
| Barberry Court | \$40.00 | \$180.00 |
| Durango Court | \$40.00 | \$180.00 |
| Overlook | \$40.00 | \$180.00 |
| Village Hall | \$280.00 | \$600.00 |
| <u>Choker Points</u> | | |
| Darlington North | \$65.00 | \$320.00 |
| Darlington South | \$65.00 | \$320.00 |
| White Birch Lake | \$65.00 | \$320.00 |
| North Bridge Trail Bridge | \$65.00 | \$320.00 |
| TOTALS | \$2,160.00 | \$8,790.00 |