



ORDINANCE NO. 1827-18

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT—SCIENTIFIC AQUATIC WEED CONTROL INC.—MAINTENANCE SERVICES OF VILLAGE PONDS IN COPPERFIELD AND HERITAGE OAKS PARKS

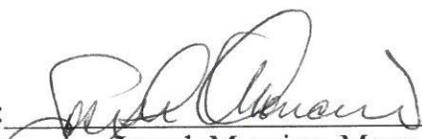
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same, are hereby authorized and directed to execute a maintenance agreement with the Scientific Aquatic Weed Control, Inc., in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

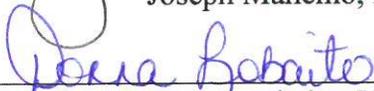
The foregoing Ordinance was adopted on March 26, 2018 by a roll call vote as follows:

AYES: Kaiser, Kasik, Kress, Corrigan, Di Maggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: March 26, 2018

APPROVED: March 26, 2018



Exhibit "A"
SCIENTIFIC AQUATIC WEED CONTROL, INC.
16525 ORCHARD VALLEY DRIVE
GURNEE, ILLINOIS 60031
847-662-5370
847-662-5392 FAX

**PROPOSAL
7/29/16**

PROPOSAL SUBMITTED TO:

VILLAGE OF HAWTHORN WOODS
BRIAN SULLIVAN
DIRECTOR OF PARKS AND RECREATION
2 LAGOON DR
HAWTHORN WOODS, IL 60047

WORK TO BE PERFORMED AT:

COPPERFIELD PARK
1 ACRE POND

bsullivan@vhw.org

DIRECT 847-847-3531
BUS. 847-438-5500
CELL. 630-880-2283
FAX. 847-847-3532

WE HEREBY PROPOSE TO FURNISH ALL THE MATERIALS AND PROVIDE ALL THE LABOR AND EQUIPMENT NECESSARY FOR THE COMPLETION OF:

WEED AND ALGAE CONTROL FOR SUMMER SEASON MAY THROUGH SEPTEMBER 1, 2017. INSPECTION OR TREATMENT EVERY OTHER WEEK.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATION SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN SUBSTANTIAL WORKMANLIKE MANNER FOR THE SUM OF:

\$ 2426.00

WITH PAYMENTS TO BE MADE AS FOLLOWS:

\$ 1300.00 DUE MAY 1, BALANCE DUE AUGUST 16, 2017.

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. WE CARRY LIABILITY INSURANCE. WE SHALL ADHERE TO ALL REGULATIONS OF THE DEPARTMENT OF AGRICULTURE.

RESPECTFULLY SUBMITTED

NOTE:

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL

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.

DATE ACCEPTED

3/26/18

SIGNATURE



SCIENTIFIC AQUATIC WEED CONTROL, INC.
 16525 ORCHARD VALLEY DRIVE
 GURNEE, ILLINOIS 60031
 847-662-5370
 847-662-5392 FAX

PROPOSAL
7/29/16

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

VILLAGE OF HAWTHORN WOODS
 BRIAN SULLIVAN
 DIRECTOR OF PARKS AND RECREATION
 2 LAGOON DR
 HAWTHORN WOODS, IL 60047

HERITAGE OAKS PARK
 2 ACRES POND

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WE HEREBY PROPOSE TO FURNISH ALL THE MATERIALS AND PROVIDE ALL THE LABOR AND EQUIPMENT NECESSARY FOR THE COMPLETION OF:

WEED AND ALGAE CONTROL FOR SUMMER SEASON MAY THROUGH SEPTEMBER 1, 2017. INSPECTION OR TREATMENT EVERY OTHER WEEK.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATION SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN SUBSTANTIAL WORKMANLIKE MANNER FOR THE SUM OF:

\$ 2765.00

WITH PAYMENTS TO BE MADE AS FOLLOWS:

\$ 1500.00 DUE MAY 1, BALANCE DUE AUGUST 16, 2017.

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. WE CARRY LIABILITY INSURANCE. WE SHALL ADHERE TO ALL REGULATIONS OF THE DEPARTMENT OF AGRICULTURE.

RESPECTFULLY SUBMITTED _____

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THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL

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.

DATE ACCEPTED 3/26/18

SIGNATURE _____

ATTACHMENT A

RIDER

to

SCIENTIFIC AQUATIC WEED CONTROL INC.
AGREEMENT FOR WEED AND ALGAE CONTROL

This Attachment A to the Scientific Aquatic Weed Control Inc., made this 26th day of March, 2018 by and between the Village of Hawthorn Woods, (hereinafter referred to as the "Village"), and Scientific Aquatic Weed Control, Inc. ("Scientific"), with regard to certain professional services in connection with weed and algae control of certain ponds in the Village (hereinafter referred to as the "Project").

1. Scientific, in signing this AGREEMENT, certifies that it is in compliance with the Illinois Statutes relating to professional registration of individuals and to corporate practice for rendering such services.
2. Scientific does hereby certify that it is not barred from entering into this contract as a result of a violation of either Sec. 720 ILCS 5/33E-3 or 33E-4 of Illinois Compiled Statutes.
3. Scientific warrants that he has complied with all Federal, State, and local laws pertaining to labor, nondiscrimination, equal employment opportunity and contract procurement, and knows of no violations thereof; and such warranty shall survive until time of completion of the project.
4. Scientific agrees to maintain insurance coverage in the following minimum amounts:

Professional Liability	\$1,000,000
General Liability	\$3,000,000 Each Occurrence
	\$5,000,000 Aggregate
Automotive Liability	\$3,000,000 Single Limit
Worker's Compensation and Employer's Liability	\$500,000 Each

Scientific shall file with the Village a Certificate of Insurance showing complete coverage of all insurance required, signed by the insurance companies or their authorized agents. Each certificate shall provide that the coverage shall not be terminated or reduced without 30 days advance written notice to the Village. Scientific shall name the Village, its officials and officers, elected or appointed, as additional insured and those parties shall be included as an insured on all the policies listed above.

5. Scientific agrees to hold the Village free and harmless from any and all liability and claims for damages by reason of any injury to any person or persons including Scientific and his employees, agents, subcontractors, or property of any kind whatsoever and to

whomsoever belonging, including but not limited to Scientific and his employees, agents and subcontractors arising from strict liability, negligent acts or omissions of, or breach of contract by Scientific, its employees, agents, or subcontractors: provided, however, that Scientific shall not be liable to the Village for any injury to persons or property which may result from the negligence of the Village or their officers or employees. Nothing herein shall be construed to waive any immunities the Village may assert.

6. Scientific shall indemnify and save and hold harmless the Village from any claims, demands, causes of action, or suits of whatever nature arising out of the labor and materials furnished by Scientific and its subcontractors under this agreement, and from all laborer's, materialmen's and mechanics' liens arising out of the labor and materials furnished by Scientific and its subcontractors under this Agreement, and shall keep the Project free and clear of all liens, claims, and encumbrances arising from the performance of this Agreement by Scientific and its subcontractors. Nothing herein shall be construed to waive any immunities the Village may assert.
7. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless done so in writing with signatures by both the Village and Scientific.
8. The Village and Scientific each binds themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement – neither the Village nor Scientific shall assign, sublet or transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and Scientific.
9. This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In case Scientific shall fail to perform his agreement to the satisfaction of the Village, the Village may, at its election, declare such contract terminated and at an end, reserving the right to maintain an action to recover damages arising out of said breach. This agreement may be terminated by the Village upon 30 days written notice whenever the Village shall determine that termination is in its best interests.
10. This contract shall be binding upon the partners, heirs, successors, executors, administrators and assigns of all the parties hereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stolarick & Company, Inc. 4673 Grand Avenue Gurnee IL 60031		CONTACT NAME: Angela Bieszczat PHONE (A/C No. Ext): (847)360-1300 E-MAIL ADDRESS: angela@stolarickins.com FAX (A/C. No): (847)360-1302	
INSURED Scientific Aquatic Weed Control 16525 W. Orchard Valley Drive Gurnee IL 60031		INSURER(S) AFFORDING COVERAGE INSURER A: NSI a division of West Bend Mutual NAIC # 0000 INSURER B: The Travelers Indemnity Company of America 25666 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	0294204	08/06/2017	08/06/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	0294204	08/06/2017	08/06/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	N	0294204	08/06/2017	08/06/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	N	6JUB-4613P03-8-14	04/24/2017	04/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Hawthorne Woods is additional insured with regards to the General Liability policy

CERTIFICATE HOLDER**CANCELLATION**

Village of Hawthorne Woods 2 Lagoon Drive Hawthorn Woods IL 60047	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Fax:
ACORD 25 (2014/01)

Email: bsullivan@vhw.org

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