

ORDINANCE No. 1936-19

AN ORDINANCE AUTHORIZING THE MAYOR AND CHIEF OPERATING OFFICER TO ENTER INTO A WEED AND ALGAE CONTROL AGREEMENT WITH INTEGRATED LAKE MANAGEMENT (ILM) OF WAUKEGAN, ILLINOIS FOR 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 Chief Operating Officer be, and the same is, hereby authorized and directed to execute an agreement with INTEGRATED LAKE MANAGEMENT (ILM) in substantially the form attached hereto as Exhibit "A," and, by this reference, made a part hereof.

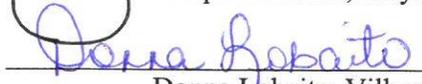
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on April 1, 2019 as follows:

AYES: Kaiser, Pless, Corrigan, DiMaggio, David

NAYS: 0

ABSENT AND NOT VOTING: Kerrick

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: April 1, 2019

APPROVED: April 9, 2019

Proposal

#P929

8/22/2018



TRUSTED CARE OF LAND & WATER

ILM
110 Le Baron St
Waukegan IL 60085

PH: 847.244.6862
Info@ilmenvironments.com

Bill To
Brian Sullivan
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods IL 60047
United States

Contract Start Date: April 2018
Contract End Date: October 2018
Submitted To:
SITE: Copperfield Park
Project: 2018 Copperfield Park Management
Environment Manager: Keiley Blake

Item	Visits	Price Per Visit	Amount
Algae Control	5	\$217.00	\$1,085.00
Price includes diagnostic monitoring, minor trash removal, and applications of industry-standard products to treat algae.			
1 pond @ 1.95 acres			
Total			\$1,085.00

By: Kelley Blake Date 4/9/19

Accepted: Pamela O. Newborn Date 4/9/19

By signing I agree to ILM's standard terms and conditions



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Waukegan IL 60085

PH: 847.244.6662
Info@ilmenvironments.com

Bill To
Brian Sullivan
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods IL 60047
United States

Contract Start Date: April 2019
Contract End Date: October 2019
Submitted To:
SITE: Heritage Oaks Park
Project: 2019 Heritage Oaks Management
Environment Manager: Kelley Blake

Proposal

#P928

8/22/2018

Item	Visits	Price Per Visit	Amount
Algae Control	5	\$318.88	\$1,594.40
Price includes diagnostic monitoring, minor trash removal, and applications of industry-standard products to treat algae.			
1 pond @ 3.1 acres			
Total			\$1,594.40

By: Kelley Blake Date 4/9/19

Accepted: Janet O. Uecker Date 4/9/19

By signing I agree to ILM's standard terms and conditions



110 Le Baron Street, Waukegan, IL 60085 | (847) 244-6662
info@ilmenvironments.com | ilmenvironments.com

THE CLIENT EXPERIENCE

Our ILM Client Experience goal is to have each of our clients say:

1. I am listened to and valued by every ILM staff member
2. Meetings with ILM are on time and helpful for me
3. Agreements and correspondences are clear and concise
4. My goals are understood by every ILM staff member
5. I understand the timeline and result of each stage/year of my agreement
6. Invoicing is accurate and timely
7. My natural areas are better because I chose to partner with ILM
8. Every phone call and email is acknowledged within one business day

If your experience is less than this, we request that you let us know so that we may act to improve your experience, service, and results.

Thank you for deciding to partner with us.

Village of Hawthorn Woods

Cooperfield Park and Heritage Oaks Park



3.1 acres / 2,765 lf

1.95 acres / 1,214 lf

2000 ft



Lake Naomi

Leo Lake

Google Earth

© 2015 Google



TERMS AND CONDITIONS

Scope of Work and Time Limit. This proposal is valid for a period of 15 days from the date of submission. The scope of work is identified in the proposal. If Client acceptance and authorization is not received within 30 days, Integrated Lakes Management (ILM) reserves the right to renegotiate the estimated costs, schedule for completion, and overall scope of work. ILM also reserves the right to renegotiate the contract, if the client alters the scope of work presently included in the proposal. Further, certain services must be approved before particular dates or a 5% late fee may be applied. These services include: Fountain removal, storage, and winter repair work must be received prior to October 15th of service season, Fountain re-installation must be approved prior to Feb 15th of service season, and algae control and monitoring must be approved prior to April 1st. Please note, that if services are approved past these dates quality and timeliness of results may be affected.

Fees for Professional Services. Services which are billed at Time and materials (specified in proposal) will be charged in accordance with current labor rates. Billings will also include costs of travel time spent on the project or time spent on report preparation by professional, technical or clerical staff. Such Time and Materials projects presented on our proposal are for budgeting purposes only and the proposal is not a fixed lump-sum bid. If it is apparent that the budgetary estimate is not sufficient to complete the project in a satisfactory manner ILM shall notify client prior to exceeding the prescribed total cost estimate or proceeding to the next step when the cost overrun occurs at a particular step.

Right of Entry and Property Ownership. The client will furnish right-of access on the land and water for ILM staff to perform necessary fieldwork and investigations. ILM will take reasonable precautions to minimize damage to the land or water. Client also certifies that they own the property and or have permission to approve services proposed.

Physical Conditions - Underground Facilities. ILM shall have full responsibility for reviewing and checking all information and data provided by owners of all Underground Facilities (including Utilities), the cost of all of which will be considered as having been included in the Contract Price.

Samples. Samples obtained from the Client's premises will be destroyed approximately 30 days after they were collected unless otherwise directed by the Client.

Insurance. ILM is currently licensed by the State of Illinois, Wisconsin, and Georgia for application of aquatic herbicides for commercial purposes. This certification/permit requires the existence of insurance underwriting meeting state requirements for liability coverage. ILM has increased this coverage to provide additional general liability and professional services liability up to a limit of \$2,000,000.00. This policy covers: Comprehensive, Completed Premises /Operations, Personal Injury, Broad Form Property Damage, Products/Completed Operations. A \$5,000,000.00 Umbrella policy is separately underwritten by Chartis Insurance. Our Workman's Compensation is underwritten separately. Certificates are available upon request. ILM shall add Client, at the Clients request, as a named insured to its liability insurance policy and provide Client with a Certificate of Insurance evidencing such endorsement, prior to commencing work. If applicable, Client shall pay the cost of being added as an additional insured.

Limitation of Professional Liability. The Client acknowledges and understands the potential risks associated with the project, and agrees to limit the risk to ILM to what is a commercially reasonable amount of protection from various types of liability in connection with various types of risks associated with the project. The Client therefore agrees to limit ILM's liability to the Client and to all contractors and subcontractors on the project, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this agreement except if the damage or injury claimed resulted from ILM's negligence such that its total aggregate liability shall not exceed the total insurance proceeds paid on behalf of or to ILM by ILM's insurers. ILM shall procure and maintain professional liability insurance in an amount not less than \$1,000,000.00 and provide proof of same to Client per the Clients request.

Collateral Damages. ILM will make every effort to minimize any damage to surrounding areas. Services that utilize larger equipment will be planned and executed to minimize turf or landscaping damage. Herbicide applications to tall vegetation or hard to reach areas make the possibility of non-target damage increase. As such, the client accepts the inherent risk of non-target damage and any remediation to said areas are not included unless specifically addressed in the proposal. Any damage incurred because of negligence or improper execution will be resolved at no cost to the client.

Invoices. Invoices could be submitted to the Client at three times: a) Upon acceptance of this proposal (as a mobilization fee); b) monthly with the submission of progress reports; or c) upon completion of project or service. Payment is due upon receipt of invoice. A 1.5% per month service charge is added to all accounts more than 30 days past due. Client shall reimburse ILM for all costs and expenses, including court costs and reasonable attorney fees, incurred by ILM in collecting delinquent fees for services performed as part of this agreement.

Warranty. Professional services will be performed, data obtained and report (recommendations) prepared in accordance with currently accepted lake management principles and practices.

Termination. This Agreement may be terminated for good cause only, upon ten (10) days written notice to either party. Notification of termination shall be made in writing to client. In the event of termination the client agrees to pay for all of the services and expenses incurred by ILM prior to the date of withdrawal. These costs may include mobilization fees, material costs, and clerical time.

Lien Notice.
As required by Illinois and Wisconsin lien laws, ILM hereby notifies owner that persons or companies furnishing labor or materials for improvement on the owner's land may have lien rights if not paid.

Interpretation and Enforcement. This agreement shall not be modified except by written agreement signed by both the client and ILM. This agreement shall be binding upon the client and ILM, their heirs, successors, and assignees. Lake County Illinois shall be the venue for the resolution of any dispute arising under this agreement.

