

ORDINANCE NO. 1948-19

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE PURCHASE, DELIVERY AND PLANTING OF TREE STOCK RELATED TO THE DEVELOPMENT OF THE MEADOWLARK PARK AND ARBORETUM AND VILLAGE NURSERY WITH THE ACRES LANDSCAPING GROUP

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 the **ACRES LANDSCAPING GROUP**, 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 Hawthorn Woods, Illinois on April 22, 2019:

AYES: Kaiser, Kossik, Russ, Corrigan, Dimaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: Joseph Mancino
Joseph Mancino, Mayor

ATTEST: Donna Lobaito
Donna Lobaito, Village Clerk

ADOPTED: April 22, 2019

APPROVED: April 22, 2019



610 W. Liberty Street
 Wauconda, IL 60084
 Ph: 847-526-4554
 Fax: 847-526-4587

250 N. Garden Avenue
 Roselle, IL 60172
 Ph: 630-351-4336
 Fax: 630-351-0148

23940 W. Andrew Road
 Plainfield, IL 60585
 Ph: 815-439-2022
 Fax: 815-609-3643

PROPOSAL
2019 Tree Installations
 3/20/2019

Village of Hawthorn Woods
 2 LAGOON DRIVE
 HAWTHORN WOODS, IL 60047

Account Manager: Jasmin L Lara

Acres Group hereby proposes to provide all labor, equipment and materials needed to install the following items. Please initial any changes by line item and initial and date the bottom of each page. Thank you.

Description	Total Cost
Public Works Nursery (15) 1.5" - (1) Yellow Buckeye, (1) Northern Catalpa, (2) Kentucky Coffee, (1) Bald Cypress, (2) Shagbark Hickory, (1) Magnolia Cucumber, (1) Sassafras, (2) Riverbirch, (2) Yellowwood, (1) Quaking Aspen, (1) Freeman Maple	
Meadowlark Park (30) 2.5" - (1) Yellow Buckeye, (1) Swamp White Oak, (1) Red Oak, (1) Northern Catalpa, (1) Kentucky Coffee, (1) Bald Cypress, (1) Flowering Dogwood, (1) Pagoda Dogwood, (2) Hackberry, (1) Shagbark Hickory, (1) Pecan, (1) Ironwood, (1) Magnolia Cucumber, (1) Persimmins, (1) Moraine Sweetgum, (1) Scarlet Oak, (1) Black Viburnum, (1) Black Gum Tupelo, (1) Tulip Tree, (2) Riverbirch, (1) Hornbeam American Beach, (1) Exclamation London Planetree, (1) Autumn Red Maple, (1) Yellowwood, (1) Princeton Elm, (1) Thornless Hawthorn, (1) Northern Red Oak, (1) Northern Catalpa	
Deliver (45) trees and install with (1) year warranty **Gator bags included	16,170.00
Soil, seed, and blanket-turf restoration upon completion (if needed)	500.00

TOTAL COST **\$16,670.00**

Guarantee

1. Acres Group guarantees that all plant material will be true to name.
2. Any tree, shrub or evergreen that fails to survive a period of one (1) year from the date of installation will be replaced at no additional cost provided that the plant material in question has received proper care from the purchaser.
3. Excluded from the scope of this guarantee will be damage as a result of over-watering, drought, animals, vandalism, and acts of nature.
4. Sod, seed, perennial, annuals and groundcover are excluded from the scope of this guarantee.
5. The guarantee implied here is contingent upon the fact that payment is made within the agreed upon terms.
6. It is the purchaser's responsibility to ensure that proper care is given to new plant material during the one-year warranty period or warranties shall be null and void.

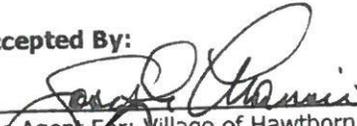
Quotation Number: QA-00345097
 Please Initial and Date Each Page: _____

Terms

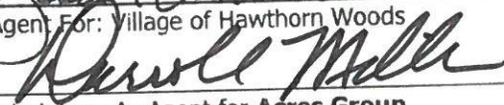
Inherent in the acceptance of this proposal is the understanding that the purchaser agrees to pay in full the total amount of the invoice within 30 days of the date of the invoice. *Acres reserves the right to add a 1.5% monthly service charge to all invoices not paid within 30 days – annual interest rates equals 18%. **Services may be discontinued upon the 91st day of non-payment.***

Pricing for this proposal is guaranteed for 30 days from the date of the proposal. Acres Group may adjust pricing after 30 days to reflect current market conditions.

Accepted By:


As Agent For: Village of Hawthorn Woods

4/22/19
Date


Jasmin L Lara As Agent for **Acres Group**

5-2-19
Date

DARROLL MILLER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2019

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Sonia Karavolos	
	PHONE (A/C, No, Ext): 630-285-3623	FAX (A/C, No): 630-285-4062
E-MAIL ADDRESS: Sonia_Karavolos@AJG.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Westfield Insurance Company		24112
INSURER B : Accident Fund Insurance Company of America		10166
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Acres Group
 610 W Liberty St
 Wauconda, IL 60084

COVERAGES

CERTIFICATE NUMBER: 184506364

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 <input checked="" type="checkbox"/> AI CG2010 04/13 <input checked="" type="checkbox"/> AI CG2037 04/13 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Prm/NC CG2001	Y		CMM4575418	11/22/2018	11/22/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 PD Ded \$ 1,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Physical Dmg <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CMM4575418	11/22/2018	11/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMM4575418	11/22/2018	11/22/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> 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 N	N/A	WCS7500248-04	11/22/2018	11/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine/Equipment Floater			CMM4575418	11/22/2018	11/22/2019	Leased/Rented Eqpt \$100,000 Deductible \$2,500 Owned Eqpt See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: Village of Hawthorn Woods.

Village of Hawthorn Woods is shown as Additional Insured with respect to General Liability coverage as evidenced herein as required by written contract with respect to the work performed by the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Village of Hawthorn 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.