



ORDINANCE NO. 1951-19

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LANDSCAPE
MAINTENANCE CONTRACT AND RIDER A-1 – ACRES GROUP, WAUCONDA,
ILLINOIS**

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 GROUP, WAUCONDA, ILLINOIS**, 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, Kosik, Russo, Coreigan, Dimaggio

NAYS: David

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, Illinois 6008
Phone 847/526-4554
Fax 847/526-4587

250 N. Garden Ave.
Roselle, IL 60172
Phone: 630/351-4336
Fax 630/351-0148

23940 Andrew Road
Plainfield, Illinois 60585-9709
Phone 815/439-2022
Fax 815/609-3643

LANDSCAPE MAINTENANCE CONTRACT

This Contract, dated **3/28/2019** between **Village of Hawthorn Woods** (Client) and the Acres Group (Contractor) shall be in accordance to this Contract, including the Contract Specifications attached as Rider A-1.

1. **TERMS OF AGREEMENT:** This one (1) year agreement shall apply to 2019 landscape season.
2. **SERVICE DATES:** April 1 – November 30
3. **PLACE OF PERFORMANCE:** **Village of Hawthorn Woods, Hawthorn Woods**
4. **PAYMENT RATES AND BILLING:** As compensation for services to be performed by Contractor, Client will pay within 30 days. The cost of contracted service is:
Lawn Maintenance: Total Season 1: **\$88,000.00**
5. **PAYMENT SEASON 2 = EIGHT (8) equal monthly payments of \$11,125.00**
Lawn maintenance services performed outside the term of the lawn maintenance contract will be at an additional charge upon written approval.
6. **CANCELLATION CLAUSE:** A 60 day cancellation clause will apply to both parties. The documented justification shall be delivered by certified mail.
7. **COMMUNICATION IS KEY:** By way of this contract, Acres requests to attend a minimum of two (2) *Association* meetings per year to ensure sufficient communication is shared between (Contractor) and (Client). Timing of these meetings is at the client's discretion, but consideration is recommended to a pre-season meeting to review an executive summary of specifications, and document any special needs and/or expectations. Dates for meetings: _____ & _____
8. **REASONABLE EFFORTS:** The services provided by Contractor pursuant to this Contract will be performed in a reasonable and workman-like manner.
9. **ENFORCEMENT:** If for any reason any provision or term stated in these contract documents is ordered by a Court to be legally unenforceable, the remaining provisions and terms shall remain enforceable by these parties.
10. This contract will be considered null and void on **04/02/2019** without appropriate authorized signatures below.

ACCEPTANCE OF PROPOSAL: The above Contract prices, including that stated in the Contract Specifications stated in Rider A-1, are satisfactory and are hereby accepted. Contractor is authorized to do the work indicated and as specified. Payment will be made as stated above.

Joseph Mancino DATE 4/22/19
Customer Signature
Joseph Mancino
Print Name

Darrell Miller DATE 5/2/19
Contractor
Acres Group
Darrell Miller
Print Name



SCOPE OF SERVICES
LANDSCAPE MAINTENANCE – Village of Hawthorn Woods
RIDER A-1

I. GENERAL SERVICES

Clean up (policing) of landscape grounds to remove miscellaneous debris, branches, etc. will be done weekly during the period of the maintenance contract.

II. SPECIFIC SERVICES – LAWN

A. Spring Clean-Up

Spring clean up is to be completed as soon as weather and ground conditions permit and no later than 45 days from the start of the contract. Spring clean up to include the following activities:

1. Hand rake sodded turf areas of development as needed.
2. Hand rake, blow or remove (as appropriate) leaves and debris from rock and shrub beds.
3. Remove all debris and leaves from development. Do not use wild areas or surrounding land for disposal site.
4. Sweeping/blowing of drives, walks, walkways and steps of landscape debris.

B. Mowing

1. All mowing shall be done in a neat and orderly manner. Equipment shall be moved onto and off the area in such a manner that will minimize tracks or marks that will detract from the finished turf.
2. All turf areas will be mowed evenly, as needed, to maintain a height of three to three and one-half (3 to 3-1/2) inches. This shall be interpreted to mean weekly maintenance except in those weeks where the grass does not reach a minimum of one (1) inch growth from the prior week's cutting.
 The end of the week shall be considered Friday, at 5:00 p.m. If, due to weather conditions, the grass must be cut on weekends to complete the weekly cutting schedule, this must be approved by the Managing Agent.
3. Mowers shall be kept sharp and in good adjustment at all times during the mowing.
 The grass must be cut evenly so that no ridges remain in the finished cut.
4. All mowing equipment shall be operated in a manner that will prevent damage to trees, shrubs and other property from collision. Any damage will be paid for by ACRES GROUP.
5. All turf areas adjoining hard surfaces, obstructions and cultivated areas shall be kept neat by edging and/or trimming.
6. All grass clippings and debris, whether from mowing or edging, shall be removed from the sidewalks, streets and entrances at the time of each cutting.
7. No debris shall be placed in the Owner's/Association's garbage container for disposal.
8. Grass next to foundations, fences, light poles, siding, decks, signage, air conditioning units, lamp posts etc. shall be trimmed to the same height as specified above at the time of each mowing. All grass areas adjacent to buildings and curbs shall be trimmed at the same mowing height. (IMPORTANT, please refer to #9 below).
9. To protect Acres Group and the client from potential damage during the performance of these contracted services, the following will be applied:

When the turf abuts foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, etc., Acres Group will submit a proposal to create a "buffer" of an approximate 12" wide area consisting of mulched or planting bed space. These improvements will greatly reduce the potential for damage to equipment and structures during regular performance of the contracted services. Proposals for "buffers" not approved will release Acres Group from liability for damages to these areas.

It must also be noted that any cables, wires, etc. not buried to specification (at least 6") will be the responsibility of the appropriate entity in the case where they may damage while ACRES GROUP is carrying out contracted services such as spade edging of beds, edging of walks, cultivation, etc.

C. Fertilizing & Weed Control

All lawn areas shall be fertilized two (2) times during the total season at a minimum of 2.0 lbs of active ingredient (see below), per 1,000 square feet and all lawn areas shall receive two (2) applications of broadleaf weed control. All applications of chemicals shall be at the manufacturer's recommended rate and applications to be applied by an Illinois Licensed Applicator and flagged per state regulation as follows:

1. March/April/May – Pre-emergent crab grass control, broadleaf weed control and premium grade fertilizer.
2. September/October – Premium grade fertilizer and broadleaf weed control.

D. Sidewalk Edging

Complete edging of grass adjacent to all sidewalks shall be performed three (3) times during the season. The work shall be performed during Spring, Summer & Fall.

E. Fall Clean-Up

To be completed by end of contract, weather permitting.

1. Raking of leaves and debris as required around buildings.
2. Last mowing to be cut at 2-1/2 inches.
3. Sweeping/blowing of sidewalks and guest parking areas of landscape maintenance related debris.
4. Removal of debris and leaves from the landscape grounds.
5. Additional clean-up can be completed on a time and material basis after contract expires, if required or requested.
6. When necessary, large accumulations of leaves shall be removed prior to each mowing.

III. SPECIFIC SERVICES – PLANTING BEDS**A. Bed care**

1. Pre-emergent and/or weed control in the planting beds shall be accomplished one (1) time each season. The herbicide will be applied at the manufacturer's recommended rate.
2. Spot weeding of plant beds shall be done by hand pulling or cultivation as needed.
3. Small red flags from Acres Group are available for individual homeowner's beds to indicate exclusion of all Acres bed care service.

B. Pruning – Shrubs and Hedges up to 6 Feet in Height

1. All deciduous and evergreen shrubs shall be trimmed each growing season at the proper time of the year for the specific species and variety of each plant to achieve the following:
 - a. Retain the individual plant's existing plant form symmetry and conformation and prune to eliminate branches, which are rubbing against structures, i.e. buildings, A/C units, etc.
 - b. Assist the plants in maintaining and improving their natural size, shape, scale and conformation in the total landscaped picture of which they are part.
 - c. Special requests of shrubs trimming within the contracted number of trimmings by address will be an extra charge.
2. Hedges, both evergreen and deciduous, shall be trimmed (sheared) two (2) times per season during the months of June and August.
3. Dormant and/or rejuvenation pruning can be done at an additional charge during the winter months.
4. Small red flags from Acres Group are available for individual homeowner's beds for exclusion to all Acres bed care service.

C. Insect and Disease Control

1. Spraying for insect or disease control shall be done with written approval from the Managing Agent, by ACRES GROUP for the specific problems and treatment.
2. If a widespread insect or disease problem occurs throughout the property and all plant material is to receive treatment, chemical applications will be made after notice has been given by ACRES GROUP to the Managing Agent and a written approval is received by ACRES GROUP.
3. Insecticides and fungicides will be applied by a licensed ACRES GROUP operator.

IV. SPECIFIC SERVICES – DECIDUOUS TREES UP TO 10 FEET IN HEIGHT

PRUNING

1. All deciduous trees shall be pruned to remove "suckers".
2. Any trees being shaped at the top and/or exceeding 10 feet will be charged on an individual basis with approval from the managing agent.

V. CLEANING

Walks and driveways shall be kept clean and free of landscape maintenance related debris each day maintenance work is performed.

VI. ADDITIONAL SERVICES

Additional work requiring labor will be charged on an hourly basis for each piece of equipment used. All equipment prices include operator. One way travel time will be charged. Regular hour prices are as follows:

Labor Rate: Thirty-nine dollars and 00/100 \$39.00

Foreman Rate: Forty-four dollars and 00/100 \$44.00

Watering: 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 (minimum of eight (8) hours per day)

All water will be furnished and paid for by the Association/ Property Owner with adequate working silcocks and/or hydrant meters.

Watering trucks and their pricing are available by request.

Debris Removal: Dump fee and land debris removal will be charged at One Hundred Fifty dollars and 00/100 \$150.00 per standard load.

**Overtime (after 6:00p.m.) and weekend/holiday hour prices are as follows:

Labor Rate: Forty-nine dollars and 00/100 \$49.00 - per hour

Foreman Rate: Fifty-five dollars and 00/100 \$55.00 - per hour

VII. GOVERNMENTAL REGULATIONS

In the event that the federal, state or local government imposes governmental regulation or an additional tax which increases the cost of doing business, (an example of this type of regulation would be the minimum wage) Contractor will increase the contract and T&M rates by no greater than the same percentage imposed, at the time the regulation or tax takes effect.

VIII. BILLING: Billing will be on the 1st of each month for that month's service. A 1.5% service charge is added to all invoices not paid by 30 days - annual interest rate equals 18%. Contractor reserves the right to suspend services should outstanding payment for above services exceed sixty (60) days past date of invoice. Services will be temporarily discontinued at the 91st day of non-payment until the account is brought current. Any and all collection and/or litigation fees and costs, including attorneys' fees and costs shall be paid by the Customer. If client cancels the contract prior to the expiration date, services that are due and payable shall include Acres costs incurred through date of termination.

IX. INSURANCE

- A. Contractor agrees to supply to Client or its designated property agent a Certificate of Insurance prior to commencing work under this Agreement evidencing the following coverage's for Contractor:

Coverage	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident bodily injury by accident \$1,000,000 policy limit bodily injury by disease \$1,000,000 each employee bodily injury by disease
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence \$1,000,000 personal and advertising injury liability \$2,000,000 general aggregate \$2,000,000 completed operations aggregate
Automobile Liability	\$1,000,000 each accident
Umbrella Policy	\$5,000,000

- B. Insurance will be carried with a company licensed to do business in Illinois. Client shall be named as additional insured on all policies listed above and contractor agrees to provide client proof of said coverage.

XI. LIMITATION OF LIABILITY

Contractor shall not be liable to Customer for damages by reason of any delay in completion of the work hereunder due to causes beyond Contractor's control. Contractor will not be liable to Customer for any injuries that result from causes beyond Contractor's control, such as: gutter, downspout or roof run-off, poorly drained areas, snow or ice between parked cars or freeze/thaw conditions.

XI. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless the customer from property damages or personal injury suffered by any third person unless the injury or illness was caused by the sole negligence of Customer. Nothing herein shall be construed to waive any immunities Customer may assert in response to any claims

XII. NOTICE OF CLAIMS

If Customer discovers any facts that might give rise to a claim arising out of Contractor's work, Customer shall immediately notify Contractor of same in writing. Contractor shall be entitled to contest any such claim with counsel selected by Contractor or its insurer and shall be entitled to control any litigation relating to such claim. Customer shall not settle or compromise any such claim without Contractor's prior written consent and shall cooperate with Contractor and its insurer in connection with the defense of any such claim.



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"/> PRO-JECT <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/Coli 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 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/A	WCS7500248-04	11/22/2018	11/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Inland Marine/Equipment Floater			CMM4575418	11/22/2018	11/22/2019	Leased/Rented Eqpt Deductible Owned Eqpt	\$100,000 \$2,500 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

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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.