



ORDINANCE NO. 1996-20

AN ORDINANCE AUTHORIZING THE CHIEF OPERATING OFFICER TO AWARD AND EXECUTE THE 2020-2021-2022 LANDSCAPE MAINTENANCE INCLUDING MOWING, FERTILIZATION, WEED CONTROL AND PRUNING MAINTENANCE TO MILIEU LANDSCAPING

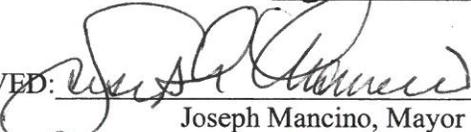
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized and directed, to award the 2020-2021-2022 Landscape Maintenance including mowing, fertilization, weed control, pruning and other designated items and execute the Award Contract in an amount not to exceed \$88,600.00 in 2020, \$92,145.00 in 2021, and \$95,830.00 in 2022 attached hereto as Exhibit "A", and, by this reference made a part hereof.

The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on January 27, 2020:

AYES: Kaiser, Kasik, Riess, Corrigan, Dimaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED:   
Joseph Mancino, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: January 27, 2020

APPROVED: January 27, 2020



2 LAGOON DRIVE - HAWTHORN WOODS,  
ILLINOIS 60047 - (847) 438-5500 FAX 847-438-1459

**LANDSCAPE MAINTENANCE CONTRACT**

This Contract, dated 11/25 between **Village of Hawthorn Woods** (Client) and the Milieu (Contractor) shall be in accordance to this Contract, including the Contract Specifications attached as Rider A-1.

- 1. **TERMS OF AGREEMENT:** This three (3) year agreement shall apply to 2020, 2021, 2022 landscape seasons.
- 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: \$88,600 Total Season 2: \$92,145 Total Season 3: \$95,830

- 5. **PAYMENT SEASON 1 = EIGHT (8) equal monthly payments of \$11,075**  
**SEASON 2 = EIGHT (8) equal monthly payments of \$11,518.13**  
**SEASON 3 = EIGHT (8) equal monthly payments of \$11,978.75**

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, Milieu is requested 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 **02/25/2020** 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.

Pamela O. Newton DATE 2/6/20 Rachel Kehm DATE 11/25/19  
Customer Signature Contractor

Pamela O. Newton Rachel Kehm  
Print Name Print Name

Customer's designated property agent: **Brian J. Sullivan, Director of Parks and Recreation**

**SCOPE OF SERVICES**  
**LANDSCAPE MAINTENANCE – Village of Hawthorn Woods**

**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
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 Miller 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., Miller 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 Miller 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 Miller 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

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 Milieu are available for individual homeowner's beds to indicate exclusion of all Milieu 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 Milieu are available for individual homeowner's beds for exclusion to all Milieu 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 Milieu 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 Milieu to the Managing Agent and a written approval is received by \_\_\_\_\_.
3. Insecticides and fungicides will be applied by a licensed Milieu operator.

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

PRUNING

1. All deciduous trees shall be pruned to remove "suckers".

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: \$45.00

Foreman Rate: \$65.00

Watering: \$65.00

All water will be furnished and paid for by the Village 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 \$240 per standard load.

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

Labor Rate: \$70.00 - per hour

Foreman Rate: \$70.00 - 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.

**IX. 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 91<sup>st</sup> 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 costs incurred through date of termination.

**X. 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.

**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

between parked cars or freeze/thaw conditions.

**XII. INDEMNIFICATION**

Customer agrees to defend, indemnify and hold harmless Contractor from any and all contract liability for damages suffered by any third person or entities unless the damages were caused by solely by Contractor's breaches of this Agreement. Customer also agrees to defend, indemnify and hold harmless Contractor from all federal, state and municipal administrative fines and penalties unless the administrative action arises only from Contractor's conduct or inaction.

**XIII. 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.

**XIV. LISTING OF APPLICABLE PARK SITES**

Designated sites to be maintained is attached.

## Parks List

Aquatic Center	√
Bridlewoods Park	√
Acorn Acres Park / Brierwoods Preserve	√
Community Park	√
Copperfield Park	√
Heather Highlands Park	√
Heritage Oaks Park	√
Highview Park	√
Rambling Hills Park	√
Woodland Park	√
Three Corners Park	√
Hawthorn Trails Park	√
Hawthorn Hills Parks 1, 2, 3	√
Meadowlark Park	√
Heron Court	√
Public Works - building	√

**\*\* From time to time the Village of Hawthorn Woods will accept donations of new park sites from developers. At such time that this would occur the contractor will be notified and asked to provide additional pricing to maintain future park property as acquired.**

**A pre-bid meeting will be held at the Hawthorn Woods Village Hall on Monday, November 18<sup>th</sup> at 11:00 AM. The purpose of the non-mandatory pre-bid meeting is to allow Bidders to inspect the facilities scheduled for lawn care services.**