

ORDINANCE NO. 2168-22

AN ORDINANCE AUTHORIZING THE CHIEF OPERATING OFFICER TO AWARD AND EXECUTE THE 2022 – 2023 MAINTENANCE OF ALL VILLAGE OF HAWTHORN WOODS ISLANDS AND CUL DE SACS TO APEX LANDSCAPING

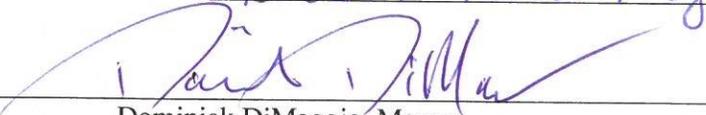
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized and directed, to award the 2022-2023 Maintenance OF ALL Village of Hawthorn Woods Islands and Cul De Sacs to Apex Landscaping and execute the Award Contract in an amount not to exceed \$21,232.00 in 2022 and \$21,232.00 in 2023 attached hereto as Exhibit "A", and, by this reference made a part hereof.

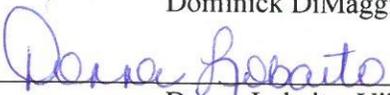
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on March 28, 2022:

AYES: Kaiser, Bayer, David, Ryckels

NAYS: 0

ABSENT AND NOT VOTING: Riess, McCarthy

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: March 28, 2022

APPROVED: March 30, 2022

**VILLAGE OF HAWTHORN WOODS**  
**Island and Cul De Sac Maintenance Specifications**  
**2022-2023**

March 14 ,2022

Village of Hawthorn Woods  
Attention: Brian Sullivan  
94 Midlothian  
Hawthorn Woods, Illinois 60047

**Location: Multiple – Hawthorn Woods, IL**

**Subject: Island / Cul De Sac Maintenance Contract 2022 and 2023**

Per our specifications for Maintenance Services, Pollinator Plants, Turf areas will be maintained weekly. The costs are listed below and also attached.

---

**April 1, 2022 to November 30, 2022**

Total seasonal cost of \$ 21,232 to be billed as 8 equal monthly payments of \$ 2,654  
& \$ 710 for maintenance and aeration of all turf areas to be billed upon completion

Accepted By \_\_\_\_\_

Date \_\_\_\_\_

**April 1, 2023 to November 30, 2023**

Total seasonal cost of \$ 21,232 to be billed as 8 monthly payments of \$ 2,654  
& \$ 710 for maintenance and aeration of all turf areas to be billed upon completion

Accepted By \_\_\_\_\_

Date 3/30/22

---

Please sign above where applicable and initial all pages of the specifications and return one copy to our office. Thank you.

Contractor: Apex Landscaping, Inc.

Date: 3-2-22

## ISLAND MAINTENANCE CONTRACT INCLUDED SERVICES:

### Spring Clean-Up

Spring clean-up operations will be completed by the end of April, weather permitting.

### Weekly Maintenance

Weekly maintenance begins in May and runs through September. If any extra cuts are needed prior to May, the cost of the cut will be prorated. This includes care for Pollinator plants.

### Fall Clean-Up

Fall clean-up operations will begin in October and run through the end of November, weather permitting. The month of October will include 3-4 site visits and November will include 1-3 site visits.

### Fertilization & Weed Control

March/April	Fertilizer and pre-emergent weed control
June	Fertilizer & weed control
September	Fertilizer & weed control

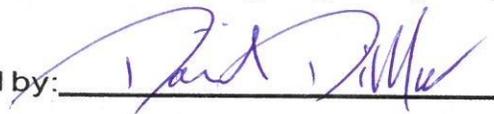
### Shrub Trimming

First cutting, typically scheduled from June 1 to July 15. Last cutting, if needed, is from August 15 thru September 30. Tree trimming over 10' is not included.

### Turf Aeration

Enhances your turf by making sure vital nutrients reach the turfs root system. Single pass only, plugs to remain on the turf. Extra charge if approved by managing agent.

Accepted by: \_\_\_\_\_



Date: \_\_\_\_\_

3/30/22

**LANDSCAPE MANAGEMENT SCHEDULE OF SERVICES**  
**APRIL 1 THROUGH NOVEMBER 30**

**A. SCOPE OF WORK**

*Apex Landscaping Inc.* will provide all labor, equipment and material for the performance of all landscape maintenance services as provided herein for all landscape areas within the property.

**B. LAWN CARE**

1. Turf shall be maintained at a height of 2" to 3" as conditions require. Cutting blades on all equipment shall be sharp enough to prevent tearing of grass blades, and no more than 1/3 of the grass blade shall be removed per cutting. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and excess clippings shall be removed to present a neat appearance. Mowing height shall be raised as necessary during prolonged periods of hot, dry weather to avoid turf stress.
2. Approved chemical treatments shall be used at appropriate times and in prescribed amounts to control crabgrass, broadleaf and other weeds in turf areas in order to present a weed-free lawn throughout the season. A minimum of one (1) pre-emergent crabgrass treatment and two (2) broadleaf weed applications shall be made in the course of the season. Hard to control weeds may require spot treatments. The first application should be in late spring /early summer and subsequent treatments in early fall.
3. Grasslike weeds require the use of specific post emergent weed control and will be billed to the property owner/manager on a time and material basis.
4. A quality turf fertilizer shall be applied a minimum of three (3) times per season providing a total minimum of three (3) pounds actual nitrogen per 1000 square foot of turf per season. Timing, frequency and rate of application shall be adjusted depending on horticultural conditions.
5. Turf adjacent to walks, curbs, trees, shrub beds and flowerbeds shall be mechanically edged as often as necessary to prevent overgrowth and to maintain a neat, attractive appearance. Mechanical edging will be done a minimum of two (2) times per month.
6. Leaves shall be removed from turf areas as necessary in autumn and throughout the season.
7. Provide 1/2" to 1" of mulch to all islands as requested and approved by the owner/agent (Village). This should be done on an every other year basis beginning with issuance of a contract by the Village.

**C. SPRING AND FALL CLEAN UPS**

1. Between March 15<sup>th</sup> and April 30<sup>th</sup>, a general spring clean-up to turf and landscape areas shall be provided to remove debris accumulated over the winter.
2. Beginning in mid-October and continuing through the end of the season, fall clean-ups begin and visits to the property will be approximately every ten (10) days, weather permitting. In November, there will be a minimum of one (1) visit and a maximum of three (3) visits. In the case that foliage lingers beyond November, an extra clean up service may be requested at an additional hourly cost.
3. Both spring and fall clean-ups are incorporated as part of the contract and neither is optional.

#### **D. SHRUB, EVERGREEN AND GROUNDCOVER BEDS**

1. All beds shall be weeded, cultivated and edged at least three (3) times during the season, and more often if necessary to present a neat, weed-free appearance at all times and to prevent compaction of topsoil. Pre-emergence and post-emergence weed control shall be employed during the season to control weed growth and to further insure a weed-free appearance.
2. Shrubs and evergreens shall be trimmed at least twice per season, and more often if necessary, to develop the natural form of the plant and to create the effect intended by the landscape architect.
3. Groundcover beds shall be pruned at least two (2) times and more if needed to present a neat appearance. All unwanted grass or weeds shall be manually pulled from the groundcover or chemically controlled.
4. Fertilizer shall be applied to all beds one (1) time per season at an additional charge, if this service is requested.
5. Appropriate chemicals shall be applied to control insects once per season. Timing of application shall be adjusted based on insects and other pertinent conditions. This is an additional service and will only be performed if contracted by the owner/agent at an additional cost.
6. Leaves shall be removed from all beds as necessary in autumn and throughout the season.

#### **E. TREES AND LAWN EVERGREENS**

1. It is recommended that all trees and lawn evergreens shall be root fed once per season with liquid or water-soluble plant food to stimulate root growth and general vigor of the plant. This is an additional service and will only be performed if contracted by the owner/agent at an additional cost.
2. A cultivated and edged ring shall be maintained at the base of all lawn trees to present a neat, weed-free appearance.
3. Suckers growing from the base of the trees shall be pruned out as necessary.
4. All trees and evergreens shall be pruned/trimmed to maintain a healthy appearance to a standard height of 10'.

#### **F. FLOWER BEDS**

1. All flowerbeds shall be prepared and annual flowers installed as early as weather and availability permits, but not later than May 30, only if pre-approved by the Owner/Agent for an additional charge.
2. All annual flowers shall be removed in fall after frost.
3. Perennials, if any, shall be cut down to soil level in fall.
4. It is the intent of the Village of Hawthorn Woods to create pollinator pockets in each of

our Island cul-de-sac areas throughout the Village. In so far as it is practical to do so, we wish to have the contractor care for these plantings on a weekly basis to include weeding, mulching (with said mulch provided by the Village) and watering if and as necessary.

5. Flowerbeds shall be fertilized and faded blossoms removed weekly at an additional charge.
6. Perennial beds shall be maintained in a neat and weed-free manner.

**G. GENERAL MAINTENANCE**

1. Gravel beds shall be maintained in a neat, weed-free manner at all times, including pond edges, if any.
2. Maintenance watering is not included as part of this contract. Either the Owner/Agent or Apex shall provide any water needed by Apex for performance of its duties.
3. Papers and other debris shall be cleaned off all landscape areas before work is completed on each visit to the property.
4. Apex shall make diligent observations of conditions on the site, which may affect the landscaping, and shall make informed, timely recommendations to Owner/Agent regarding prudent action for the welfare of all plant material.
5. Apex shall make a written report to Owner/Agent as needed making observations and recommendations regarding problems or potential problems of any kind and outlining any steps that will be taken by
6. Irrigation systems, if any, will be monitored by Apex and recommendations to adjust the rate of application to meet changing conditions shall be Apex responsibility. Repairs to and maintenance of the irrigation system shall be the sole responsibility of the Owner/Agent unless specifically incorporated into this contract Apex cannot be held liable for damaged or improperly installed systems.
7. Apex shall perform inspections monthly throughout the season. **The inspector** will notify the owner/agent of any problems or improvements that can be made or corrected.

**H. 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
<b>Umbrella Policy</b>	<b>\$5,000,000</b>

**I. Miscellaneous**

1. All watering, when requested, will be at an hourly rate for one (1) man with twenty (20) hoses and ten (10) sprinklers will be charged at \_\_\_\_\_ per hour (plus travel time). All water will be furnished and paid for by the Village of Hawthorn Woods with adequate working silcocks and/or hydrant meters. Watering trucks and rates are available upon request.

2. Additional work requiring labor outside of this contract will be charged on an hourly basis. One way travel time will be charged if applicable.

Regular Rates:

Laborer \$49  
Rate: per man hour  
Foreman \$61  
Rate: per man hour

Overtime Rates: Monday -Friday (6 pm-7 am) and  
Weekends (Saturday and Sunday)

Laborer \$73.50  
Rate: per man hour  
Foreman \$91.50  
Rate: per man hour

Holiday Rates:

Laborer \$98.00  
Rate per man hour  
Foreman \$122.00  
Rate: per man hour

Debris Removal:

Laborer or Foreman with  
machine:

3. In the case in which an abundance of debris exists, a disposal fee may be necessary. Debris impeding Apex to complete our scheduled services will be billed accordingly without a work order.
4. This contract can be cancelled by either party with or without cause with thirty (30) days written notification to the other party.
5. All agreements are contingent upon strikes, accidents or delays beyond our control.

**RIDER**

The following operations are a partial list of the types of work not included in this contract but which Apex would provide on a time-and-material basis when authorized by Owner/Agent.

1. Removal of trees on property.
2. Repairs to turf, shrubs and trees due to snow damage.
3. Repairs to turf, shrubs and trees due to damage by those other than Apex Landscaping.
4. Watering of turf, shrubs, flowers and trees not covered with this contract.
5. The application of any pesticides not covered within this contract.
6. The pruning of trees.
7. Insect and disease problems in the lawn.
8. Acts of God.

Cul de Sac Locations

Turf is at 3 Locations Bruce Circle North, Brierwoods Court and the **Village Hall**.

**Pricing Per Month**

Wayne Lane
Bruce Circle North
Brierwood Court
Tanglewood Court
Sycamore
Cobblewood
Dorset Court
N Adler Court
Acacia Court
Empress Drive N
Empress Drive S
Westwind Court
Steeplechase North
Steeplechase South
Paddock Court
North Trail
Bent Tree Court
Fox Hunt Court
Thornfield Court
Bixtone Court
Hillcrest Island
Quail Hallow
Hilltop
Lakeview Court
Karen Court
Cherry Hill Court
Shenandoah
Rutgers Court
Yale Court

Princeton Court
Glenn
Rosewood
Condor
Essex Court
Hampton Court
McGregor East
McGregor West
Kathy Court
Cooper Court
Byron Court
Barberry Court
Durango Court
Overlook
Village Hall
<b>Choker Points</b>
Darlington North
Darlington South
White Birch Lake
North Bridge Trail
Bridge

*See Attached*

**Cul De Sac Maintenance****Apex Landscaping**

Turf is at 3 Locations Bruce Circle North, Brierwoods Court and the Village hall.

	Pricing/Month	Mulch 2020 to be completed
Wayne Lane	\$45.00	\$196.00
Bruce Circle North	\$73.00	\$130.00
Brierwood Court	\$73.00	\$130.00
Tanglewood Court	\$45.00	\$196.00
Sycamore	\$45.00	\$196.00
Cobblewood	\$45.00	\$194.00
Dorset Court	\$45.00	\$194.00
N Alder Ct	\$57.00	\$222.00
Acacia Ct.	\$57.00	\$222.00
Empress Dr. North	\$57.00	\$222.00
Empress Dr. South	\$57.00	\$222.00
Westwind Court	\$45.00	\$194.00
Steeplechase North	\$45.00	\$194.00
Steeplechase South	\$45.00	\$194.00
Paddock Court	\$45.00	\$194.00
North Trail	\$45.00	\$194.00
Bent Tree Court	\$45.00	\$194.00
Fox Hunt Court	\$45.00	\$194.00
Thornfield Court	\$45.00	\$194.00
Bixtone Court	\$45.00	\$194.00
Hillcrest Island	\$57.00	\$206.00
Quail Hallow	\$45.00	\$194.00
Hilltop	\$45.00	\$194.00
Lakeview Court	\$45.00	\$194.00
Karen Court	\$45.00	\$194.00
Cherry Hill Court	\$45.00	\$194.00
Shenandoah	\$45.00	\$194.00
Rutgers Court	\$45.00	\$194.00
Yale Court	\$45.00	\$194.00
Princeton Court	\$45.00	\$194.00
Glenn	\$45.00	\$194.00
Rosewood	\$45.00	\$194.00
Condor	\$45.00	\$194.00
Essex Court	\$45.00	\$194.00
Hampton Court	\$45.00	\$194.00
McGregor East	\$45.00	\$194.00
McGregor West	\$45.00	\$194.00
Kathy Court	\$45.00	\$194.00
Cooper Court	\$45.00	\$194.00
Byron Court	\$45.00	\$194.00
Barberry Court	\$45.00	\$194.00
Durango Court	\$45.00	\$194.00
Overlook	\$45.00	\$194.00
Village Hall	\$303.00	\$659.00
<b><u>Choker Points</u></b>		
Darlington North	\$75.00	\$360.00
Darlington South	\$75.00	\$360.00
White Birch Lake	\$75.00	\$360.00
North Bridge Trail Bridge	<u>\$75.00</u>	<u>\$360.00</u>
<b>TOTALS</b>	<b>\$2,654.00</b>	<b>\$10,443.00</b>