



ORDINANCE NO. 2935-26

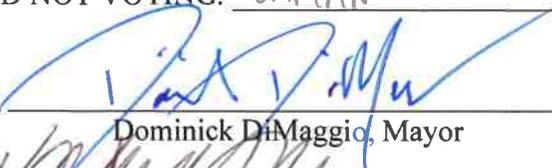
AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES WITH YELLOWSTONE LANDSCAPE OF WAUCONDA, ILLINOIS

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 Yellowstone Landscape of 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 February 23, 2026:

AYES: LANSER, MYCHUK, BAUSER, MCCARTHY, HUBERT

NAYS: _____

ABSENT AND NOT VOTING: LAMAN

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Katerina Koprowski, Village Clerk

ADOPTED: FEBRUARY 23, 2026

APPROVED: FEBRUARY 23, 2026



Parks & Recreation Department Memorandum

TO: Mayor Dominick DiMaggio
Board of Trustees
Pamela Newton, Chief Operating Officer

FROM: Amy Mason, MPA, CPRP, Director of Parks & Recreation

SUBJECT: 2026 Landscape Maintenance

DATE: February 10, 2026

The Village solicited bids for the 2026 landscape maintenance services. Seven contractors submitted bids for this project and the bids were publicly opened on February 4, 2026. The bids included the mowing, pruning, fertilizing, weed control, bed care, sidewalk edging, and spring and fall clean ups of 17 Village properties. The 2026 contract period is April 1, 2026, through November 30, 2026. This is a one-year contract with the mutual option to extend the term for two additional one-year terms.

Attached is a record of the bids received. The apparent low bidder is Yellowstone Landscape, a Wauconda, Illinois based company, at a total cost of \$111,592 for the 2026 season.

Funding

The Village budgeted \$118,000 in the Parks & Recreation Maintenance budget for landscape services. This contract will be \$6,408 under the total budgeted amount.

Recommendation

Yellowstone Landscape of Wauconda was formerly known as Acres Group. In October of 2020, Yellowstone Landscape and Acres Group entered a formal partnership. In the spring of 2022, Acres Group began operating under the Yellowstone Landscape name. Acres Group performed landscape maintenance work in the Village from 2016 – 2019 and the Village had a positive experience working with them during that time.

Yellowstone Landscape is currently providing mowing services to the Village of Lake Zurich. They just completed one year of a three-year agreement. The General Services Supervisor of Lake Zurich said they have been satisfied with their work, Yellowstone is responsive and communicates well, and they have not had any significant issues working with them. Lake Zurich does recommend Yellowstone Landscape for these services.

We recommend this project be awarded to Yellowstone Landscape at a cost of \$111,592 for the 2026 season.

INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT entered into by and between YELLOWSTONE LANDSCAPE INC. (hereafter "CONTRACTOR") and the VILLAGE OF HAWTHORN WOODS (hereafter "AGENCY").

WHEREAS, CONTRACTOR will be performing landscape maintenance services and work for AGENCY in accordance with the following: Project Manual for Village of Hawthorn Woods 2026 Landscape Maintenance Project dated [DATE OF PROJECT MANUAL], and the documents referenced therein (the "Specifications"); and CONTRACTOR's Bid in response to the Advertisement for Bids for the 2026 Landscape Maintenance Project hereafter "Bid"); all of which are attached hereto and incorporated herein as **Group Exhibit A**; and

WHEREAS, Exhibit A, together with this document collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement."

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the CONTRACTOR hereby agrees:

1. To perform the scope of work described in the Specifications in a professional and timely manner in consideration for the payment described in the Bid.
2. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which CONTRACTOR must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
3. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the CONTRACTOR's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which AGENCY would otherwise have. CONTRACTOR shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, volunteers and agents against and from any

and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of CONTRACTOR's breach of any of its obligations under, or CONTRACTOR's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

4. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee
 - b. Commercial General Liability:
 - \$2,000,000.00 General Aggregate
 - \$1,000,000.00 Products Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury
 - \$1,000,000.00 Each Occurrence
 - \$ 50,000.00 Fire Damage (any one fire)
 - \$ 5,000.00 Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
 - d. Umbrella Excess Liability:
 - Optional – can be used to satisfy aggregate coverage requirements.
5. To have all policies of insurance purchased or maintained in fulfillment hereof name AGENCY as an additional insured thereunder and the CONTRACTOR shall provide AGENCY with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. CONTRACTOR shall declare to AGENCY all deductibles or self-insurance retentions in an amount in excess of \$5,000.00 per occurrence and AGENCY may require CONTRACTOR to eliminate or reduce such deductibles or self-insurance retentions as applied to this Agreement. All policies of liability insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the

CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY shall have the right, but not the obligation, of prohibiting CONTRACTOR or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by AGENCY.

Failure to maintain the required insurance may result in termination of this Contract at AGENCY's option.

6. CONTRACTOR shall cause each Subcontractor or consultant employed by CONTRACTOR to purchase and maintain insurance of the type specified above. When requested by the AGENCY, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each consultant.
7. For any claims related to this contract, CONTRACTOR insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.
8. Nothing contained in this contract is to be construed as limiting the liability of the CONTRACTOR, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the AGENCY, or CONTRACTOR, but are merely minimums. The obligations of CONTRACTOR to purchase insurance shall not, in any way, limit its obligations to the AGENCY in the event that the AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by CONTRACTOR's insurance.
9. CONTRACTOR shall maintain commercial general liability (CGL) and commercial umbrella liability insurance with a limit of not less than limits outlined herein for at least three years following substantial completion of the work.
10. All insurance provided by CONTRACTOR shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.
11. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to AGENCY shall be certified mail, return receipt requested.
12. CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.

13. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. Intentionally omitted.
15. Intentionally omitted.
16. CONTRACTOR agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, CONTRACTOR shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CONTRACTOR shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to CONTRACTOR's failure to produce documents or otherwise appropriately respond to a request under the Act, then CONTRACTOR shall indemnify and hold the AGENCY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
17. No Disqualifications
 - A. Patriot Act. Each Party represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.
 - B. Debarment. The Parties hereby certify that they are not barred from entering into this Agreement as a result of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that each Party has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
18. The Agency will pay Contractor its fees for the work actually rendered at the rates stated in the Bid and in accordance with the Local Government Prompt Payment Act. Such fees will be all-inclusive of professional fees and applicable taxes. The Agency will not be responsible for paying overtime rates unless agreed to otherwise in the Bid. At no time during the term of this Agreement will the rates stated in the Bid be increased. Contractor shall be responsible for all expenses incurred by Contractor in performing the duties under this Agreement, unless otherwise agreed to in writing in this Agreement or the Bid. Requests for reimbursement of expenses agreed to in the Bid must be made to the Agency within sixty (60) days after the date the expense was incurred for the related work.

19. Invoices must be presented to the Agency in a format which includes, but is not limited to, the following information:
 - a. The date of the related Agreement.
 - b. The period during which invoiced work was performed.
 - c. The actual number of hours worked by day, if payments are based on hourly rates.
 - d. A detailed description of the work performed.
 - e. The invoice number.
 - f. A copy and detailed description explaining the basis for reimbursement of all receipts for any expense(s) for which reimbursement is sought. Each receipt must show the amount, date, and nature of the expense.
20. Invoices may be billed for work actually rendered and pre-approved expenses actually incurred no more than monthly. Contractor agrees to (i) submit invoices to the Agency on a Monthly basis (“Billing Period”) and (ii) to provide the Agency with a detailed invoice no later than fifteen (15) days after the completion of each Billing Period. The Agency reserves the right to withhold payment due Contractor hereunder for any work the performance and acceptance of which is in dispute.
21. Upon the Agency’s reasonable request, Contractor agrees to (i) provide a written report of progress on the work, (ii) attend scheduled meetings to discuss the progress being made, and/or (iii) permit the Agency to inspect all work accomplished and/or in progress.
22. Contractor agrees not to make any written use of or reference to the name or trademarks of the Agency, the Agency’s customers or the Agency’s suppliers (or any name under which the Agency, the Agency’s customers or the Agency’s suppliers do business) for any marketing, public relations, advertising, display or other business purpose or make any use of the facilities of the Agency or the Agency’s customers for any activity unrelated to the express business purposes and interests of the Agency under this Agreement, without the prior written consent of the Agency. The Agency’s consent may be withheld or granted in the Agency’s sole and absolute discretion.
23. Contractor agrees that the work provided under this Agreement will be provided by trained personnel and in a professional manner using commercially reasonable efforts, and that the work Contractor provides to the Agency will meet the requirements set forth in the Specifications. Contractor warrants that Contractor is not subject to any restrictions, legal or otherwise, that would prevent it from entering into or carrying out the provisions of this Agreement.
24. In the event of any conflict between this Agreement, the Specifications and/or the Bid, the terms and conditions of this Agreement shall prevail, except as specifically set forth herein. Any invoice, purchase order, or other form of agreement presented by the Contractor as part of the Bid is hereby expressly superseded. The Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, supersedes any previous agreements and understandings and, except as expressly provided in the Agreement, can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of the Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition. To the extent that this Agreement conflicts with the provisions of any other agreement governing the business relationship between Agency and Contractor, the provisions of this Agreement shall govern and,

to the extent necessary, shall constitute an amendment to such other agreement.

- 25. Contractor may not assign the Agreement or transfer any rights or obligations under the Agreement (including, without limitation, by a change in the control of Independent Contractor) without the Agency's prior written consent under an assignment addendum, such consent to not be unreasonably withheld. Any assignment or transfer in violation of this Section is void. The Contractor may employ subcontractors to perform a portion of the work without being in violation of this Section, provided the Contractor shall remain directly responsible for the performance of the work described in this Agreement.
- 26. Neither Party will be in default of its obligations under the Agreement or liable to the other for any noncompliance arising from causes beyond the reasonable control of the Party, including, without limitation, fires, floods, natural disasters, communication failures and other equipment or telecommunication problems. Each Party will use reasonable efforts to resolve promptly any type of excusable delay.
- 27. This Agreement may be immediately terminated for cause by the Agency for either (i) Contractor's breach of the Agreement, (ii) Contractor's breach of state or federal regulatory provisions set forth by written notification by the Agency to Contractor, (iii) Contractor's breach of or noncompliance with the Specifications; or (iv) if the Agency determines that Contractor is unfit or otherwise unsatisfactory to perform the obligations outlined in the Specifications or the Contractor fails to timely provide to the Agency any work included in the Specifications. Such termination shall not prejudice any other remedy to which the Agency may be entitled to either by law, in equity, or under this Agreement.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the CONTRACTOR shall have the full control of the ways and means of performing the work referred to above and that the CONTRACTOR or its employees, representatives or subcontractors are in no sense employees of the AGENCY, it being specifically agreed that the CONTRACTOR bears the relationship of an independent contractor to the AGENCY.

This agreement shall be in full force and effect from the 23rd day of February 2026 until such time as it is terminated by the AGENCY.

VILLAGE OF HAWTHORN WOODS

YELLOWSTONE LANDSCAPE INC.

Dominick DiMaggio
Print Name
[Signature]
Signature
Mayor 2/23/26
Title Date

Jasmin L. Lara
Print Name
[Signature]
Signature
Account Manager 02.04.2026
Title Date

Required For Use By:

VILLAGE OF HAWTHORN WOODS
Hawthorn Woods, Illinois 60047

2026 LANDSCAPE MAINTENANCE

CONTRACTOR’S CERTIFICATION

BID PROPOSAL MUST BE EXECUTED AND NOTARIZED

BIDS TO BE EXECUTED ON PROVIDED FORMS ONLY

ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC

- BID DEPOSIT: NO
- PERFORMANCE BOND: NO
- BID OPENING DATE/TIME: Wednesday, February 4, 2026, 11:00 AM
- BID OPENING LOCATION: 2 Lagoon, Hawthorn Woods, IL 60047

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**LEGAL NOTICE OF REQUEST FOR BIDS
VILLAGE OF HAWTHORN WOODS
LANDSCAPE MAINTENANCE**

Notice is hereby given that the Village of Hawthorn Woods is seeking bids for the landscape maintenance including mowing, fertilization, weed control, pruning and other general maintenance in accordance with specifications currently on file and which may be picked up in the Village Clerk's Office at the Village of Hawthorn Woods Village Hall, located at 2 Lagoon Drive, Hawthorn Woods, Illinois 60047 between 8:00 A.M. - 4:00 P.M. Monday through Friday, or by emailing amason@vhw.org.

A pre-bid meeting will be held at the Hawthorn Woods Village Hall (2 Lagoon Drive, Hawthorn Woods, IL 60047) on Thursday, January 29, 2026, at 10:00 AM. The purpose of the non-mandatory pre-bid meeting is to allow bidders to inspect the sites scheduled for lawn care services. Please email amason@vhw.org or call (847) 847-3533 to confirm your attendance at this meeting.

Completed bids are due in the Village Clerk's office of the Hawthorn Woods Village Hall (2 Lagoon Drive, Hawthorn Woods, IL 60047) no later than 11:00 AM on Wednesday, February 4, 2026, at which time said bids will be opened and publicly read aloud.

The Village of Hawthorn Woods reserves the right to reject any or all bids, to waive technicalities, or to accept any bid which, in its judgment, will be in the best interest of the public. Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bid may be withdrawn or cancelled after opening of bids for a period of sixty (60) days after the advertised closing time of the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village. Only bids responsive to the specifications will be considered. Please direct all questions to the Parks and Recreation Department at amason@vhw.org or (847) 847-3533.

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

The following words and phrases, as used herein, shall have the meaning ascribed to them as follows:

- A. **BIDDER** shall mean: Any individual, partnership or corporation submitting a bid for the work contemplated.
- B. **VILLAGE** shall mean the Village of Hawthorn Woods, Lake County, Illinois, an Illinois Municipal Corporation.

2. PREPARATION AND SUBMISSION OF PROPOSAL

The bidder must submit a proposal on the forms furnished by the Village of Hawthorn Woods. All blank spaces on the proposal form must be filled in if applicable. Authorized signatures are as follows:

- Individuals - the individual.
- Partnerships - a general partner. In addition, the name of the partnership, the state of registration and the address of its principal place of business shall be included.
- Corporations - President or another authorized officer and attested to by the Secretary or Assistant Secretary of the corporation. In addition, the name of the corporation, the state of incorporation and the address of its principal place of business shall be included. A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the bid to sign the bid shall be included.

The bid form is contained in these documents and must remain attached hereto when submitted. All signatures and spaces are to be completed in ink or typewritten. Incorrect completion, execution or submission of bids may be sufficient grounds for rejection of a bid in the sole discretion of the Village. The following documents shall be completed, executed and notarized at the time of submission of a bid:

- A. **CONTRACTOR'S CERTIFICATION - BID PROPOSAL** (see page 10)
- B. **CONTRACTOR'S COST SHEET** (see page 11)

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

- Bidder Name
- Address
- Subject Matter Of Bid
- Designated Date Of Bid Opening
- Hour Designated For Bid Opening

3. WITHDRAWAL OF PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or canceled for a period of forty-five (45) calendar days after said opening of bids, nor shall the successful bid be withdrawn, canceled, or modified after having been accepted by the Village.

4. BID DEPOSIT – INTENTIONALLY OMITTED

5. SECURITY FOR PERFORMANCE – INTENTIONALLY OMITTED

6. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, for any reason, and to waive technicalities. The Village may use all publicly available information to determine the responsiveness of any bid and the responsibility of any Bidder. This project is being bid based upon total cost for season 1, total cost for season 2, total cost for season 3, and total cost for all seasons. The Village has the ultimate decision to award the project based on the seasonal amounts or the total cost for all seasons.

7. ACCEPTANCE OF BID

It is anticipated that the Village will award the contract at the Village Board meeting being held on Monday, February 23, 2026, but the Village shall make its determination with respect to bids no later than sixty (60) days from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

8. SUBLETTING OR ASSIGNMENT OF CONTRACT OF CONTRACT FUNDS

No contract awarded by the Village of Hawthorn Woods shall be assigned, in whole or in part, or any part of the same sub-contracted without the written consent of the Chief Operating Officer. In no case shall such consent relieve the bidder from his obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the Bidder. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under “insurance”.

The bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Chief Operating Officer having first be obtained.

9. COMPETENCY OF BIDDER

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of Hawthorn Woods upon any debt, contract, or other obligation or who has failed to perform faithfully any previous contract with the Village. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

10. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS

The equipment supplied by the successful bidder must comply with all requirements and standards specified by the Occupational Safety and Health Act.

The successful bidder will strictly comply with all ordinances of the Village of Hawthorn Woods, the laws of the State of Illinois and the United States of America, including, without limitation, the Americans with Disabilities Act.

11. MATERIAL INSPECTION AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

12. TOXIC SUBSTANCES

Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract, which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

13. TERMINATION OF CONTRACT

- A. The Village may, by written notice of default to the bidder, terminate the whole or part of this contract in any one of the following circumstances:
- If the bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the bidder);
 - If the bidder fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Chief Operating Officer may direct in writing;
 - If it is determined that bidder knowingly falsified information provided to the Village;
 - If it is determined that bidder offered gifts or gratuities to a Village officer, employee, or agent whether in their official capacity or not;
 - Any order is entered in any proceeding against the bidder decreeing the dissolution of the bidder and such order remains in effect for forty-five (45) days; or,
 - The bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the bidder, or commence any proceedings relating to the bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the bidder, and the bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for forty-five (45) days.
- B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Chief Operating Officer may deem appropriate, supplies or services similar to those so terminated, and the bidder shall be liable to the Village for any excess costs for such similar supplies or services, even if

- that the bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

14. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any position thereof, it will determine the availability (in accordance with the Department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.
- E. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- F. That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- G. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

H. That it will include verbatim or by reference to the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

15. EXAMINATION OF SITE

The Bidder shall carefully examine the sites and become familiar with the conditions under which he will have to execute the work required under this contract. There will be a non-mandatory pre-bid meeting on Thursday, January 29, 2026, at 10:00 AM. Bidders interested in attending the meeting should email amason@vhw.org or call (847) 847-3533 to indicate they will be attending.

16. ADDITIONAL WORK

The Village reserves the right to order non-material additional work during the course of the contract. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Village has approved the charges.

17. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the bidder. Any damage shall be reported to the Village and shall be repaired promptly by the Bidder when approved and ordered to do so by the Village. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work which becomes due.

18. REFERENCES

The Bidder shall submit a list of three (3) references with the name of a contact person and current phone number at the time of bid submission.

19. PREVAILING WAGES – INTENTIONALLY OMITTED

20. LOCATION OF WORK

The work is to be performed on public land located throughout the Village. Service areas and sites are listed in Rider 1 - Parks Sites.

21. DESCRIPTION OF WORK

The work to be completed includes all work detailed in Scope of Service and Rider 2 - Weekly Schedule.

END OF SECTION

GENERAL REQUIREMENTS

1. GENERAL

The work of this contract is to be performed on public land located throughout the Village. Service areas and sites are listed in Rider 1 - Parks Sites.

2. OWNER OCCUPANCY

- A. Owner may occupy the premises during the entire period of maintenance for the conduct of his normal operations. Cooperate with Owner's Representative in all maintenance operations to minimize conflict, and to facilitate Owner usage.
- B. Contractor shall, at all times, conduct his operations as to ensure the least inconvenience to the general public.
- C. Work shall be completed by Contractor Monday through Friday, 7:00 A.M. and 3:30 P.M. Contractor must receive prior approval to working outside of these days and times.

END OF SECTION

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

Yellowstone Landscape
(Name of Contractor)

as part of its bid on a contract for the Village of Hawthorn Woods 2026 Landscape Maintenance Services for designated natural areas, open spaces, park sites, and Aquatic Center located in the Village of Hawthorn Woods, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720ILCS 5/33-3 or 5/33 E-4.

[Signature]
Authorized Signature
Dominick DiMaggio
Print Name
3/3/26
Date

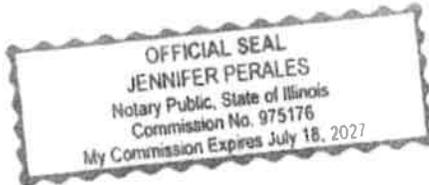
[Signature]
Contractor Authorized Signature
Jasmin Lam
Print Name
02/04/2026
Date

SUBSCRIBED AND SWORN BEFORE ME

This 3rd day of February, 2026.

MY COMMISSION EXPIRES: 07/18/2027

[Signature]
NOTARY PUBLIC



CONTRACTOR'S COST SHEET

RATES

- 1. Total Cost Season 1 (2026): \$ 111,592.00
- 2. Total Cost Season 2 (2027): \$ 114,944.00
- 3. Total Cost Season 3 (2028): \$ 118,400.00
- Total Cost Seasons 1-3 (2026-2028)** \$ 344,936.00

PAYMENTS

- 1. Season 1 (2026): EIGHT (8) equal monthly payments of \$ 13,949.00
- 2. Season 2 (2027): EIGHT (8) equal monthly payments of \$ 14,368.00
- 3. Season 3 (2028): EIGHT (8) equal monthly payments of \$ 14,800.00

CONTRACTOR INFORMATION

Contractor's Name: Yellowstone Landscape

Signature of Bidder: 

Printed Name: Jasmin Lara

Contractor's Business Address: 6010 W. Liberty St
Wauconda, IL 60084

Contractor's Business Phone: 847-526-4554

Contractor's Business Cell: 224-239-6015

Contractor's Business Email: llara@yellowstonelandscape.com

EXHIBIT A
ADDITIONAL INSURED ENDORSEMENT

Name of Insurer: Lockton Companies
Name of Insured: Yellowstone Landscape
Policy Number: GL6676218
Policy Period: 04/01/26 - 04/01/27
Endorsement Effective Date: 04/01/26

This endorsement modifies coverage provided under the following:
Commercial General Liability

Name of Individuals or Organization: Yellowstone Landscape

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractor's work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2026 11/14/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA License #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: _____	
	PHONE (A/C, B/c, Ext): _____	FAX (A/C, Ext): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Safety National Casualty Corporation		15105
INSURER B : ACE Property and Casualty Insurance Company		20699
INSURER C : _____		_____
INSURER D : _____		_____
INSURER E : _____		_____
INSURER F : _____		_____

INSURED
 1528310 Yellowstone Landscape, Inc. and all Subsidiaries
 See Attached List
 P.O. Box 936347
 Atlanta GA 31193

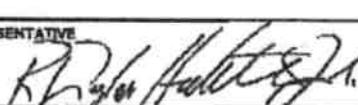
COVERAGES **CERTIFICATE NUMBER:** 22623839 **REVISION NUMBER:** XXXXXXXX

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	ADDITIONAL INSURED	PRODUCED	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"/> Pesticide & Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCT & COMPIOP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	676217 40692	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 25,000
A	<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	LDS4066360	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Platford Realty, Inc and Platford Management Corp are Additional Insured on General Liability, if required by written contract and subject to the terms and conditions of the policy.

CERTIFICATE HOLDER _____	CANCELLATION See Attachments 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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**VILLAGE OF HAWTHORN WOODS
LANDSCAPE MAINTENANCE
SCOPE OF SERVICES
2026**

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.

a. Contract Periods

1. Season 1: April 1, 2026 – November 30, 2026
2. Season 2: April 1, 2027 – November 30, 2027
3. Season 3: April 1, 2028 – November 30, 2028

This is a one year contract with the mutual option to extend the term for two additional one year terms. The prices presented in the Bid shall not be amended in the even the term of this contract is extended for any renewal term.

II. SPECIFIC SERVICES – LAWN

a. Spring Clean-Up

Spring cleanup is to be completed as soon as weather and ground conditions permit and no later than 45 days from the Village delivering a "Notice to Proceed" to Contractor. Spring cleanup to include the following activities:

1. Hand rake turf areas 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 site. 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.
3. 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 Village.
4. 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.
5. 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 Contractor
6. All turf areas adjoining hard surfaces, obstructions and cultivated areas shall be kept neat by edging and/or trimming.
7. 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.
8. No debris shall be placed in the Village's garbage container for disposal.
9. 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.

10. To protect Contractor and Village 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., 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 Contractor from liability for damage 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 Contractor 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. Fall cleanup to include the following activities:

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. Lawn markers must be placed in accordance with the Illinois Lawn Care Products Application and Notice Act.

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:
 - Retain the individual plant's existing plant form symmetry and conformation and prune to eliminate branches, which are rubbing against structures, i.e. buildings, NC units, etc.
 - Assist the plants in maintaining and improving their natural size, shape, scale and conformation in the total landscaped picture of which they are part.
 - 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.

c. **Insect and Disease Control**

1. Spraying for insect or disease control shall be done with written approval from Village, by Contractor for 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 Contractor to the Village and a written approval is received.
3. Insecticides and fungicides will be applied by a Contractor licensed operator.

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

a. **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 Village.

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 hourly prices are as follows:

a. **Regular Hourly Rate**

1. Labor Rate: \$ 79.00
2. Foreman Rate: \$ 92.00
3. Watering Rate: \$ 85.00

- 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

4. Debris Removal:

- Dump fee and land debris removal will be charged at \$ 200.00 per standard load

b. **Overtime Rates**

Overtime rates, after 6:00 p.m. and weekend/holiday hours, prices are as follows:

1. Labor Overtime Rate: \$ 118.50
2. Foreman Overtime Rate: \$ 138.00

Overtime hours must be approved by the Village prior to work being commenced. Overtime hours incurred without prior consent will be the responsibility of the Contractor.

VII. **GOVERNMENT AL 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. Upon request, the Village will present a copy of its sales tax exemption to Contractor.

VIII. **BILLING**

Billing will be on the 1st of each month for that month's service. Contract will invoice Client. Payment will be made in accordance with the Local Government Prompt Payment Act.

IX. **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.

X. NOTICE OF CLAIMS

Contractor shall immediately notify Customer if Contractor discovers or becomes aware of any facts that might give rise to a claim against Customer by reason of Contractor's work. 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.

XI. LISTING OF APPLICABLE PARK SITES

Designated sites to be maintained is attached in rider 1.

As the Village continues to grow and develop, additional park sites may be added. At such time, the Village would seek a quote from the contractor to amend the current contract to include additional site(s).



**VILLAGE OF HAWTHORN WOODS
LANDSCAPE MAINTENANCE
PARK SITES**

Aquatic Center	<i>94 Midlothian Road, Hawthorn Woods</i>
Acorn Acres Park / Brierwoods Preserve	<i>28 Bruce Circle North, Hawthorn Woods</i>
Bridlewoods Park	<i>18 Thornfield Lane, Hawthorn Woods</i>
Burnett Park/Three Corners	<i>25 Old McHenry Road, Hawthorn Woods</i>
Community Park	<i>5 Park View Lane, Hawthorn Woods</i>
Copperfield Park	<i>9 Copperfield Drive, Hawthorn Woods</i>
Hawthorn Hills Park 1	<i>2 Hawthorn Hills Drive, Hawthorn Woods</i>
Hawthorn Hills Park 2	<i>3 Hawthorn Hills Drive, Hawthorn Woods</i>
Hawthorn Hills Park 3	<i>28 Palisades Boulevard, Hawthorn Woods</i>
Hawthorn Trails Park	<i>27 Acacia Drive, Hawthorn Woods</i>
Heather Highlands Park	<i>13 Heather Lane, Hawthorn Woods</i>
Heritage Oaks Park	<i>310 Fairfield Road, Hawthorn Woods</i>
Highview Park	<i>19 Carlisle Road, Hawthorn Woods</i>
Meadowlark Park & Arboretum	<i>188 Meadowlark Drive, Hawthorn Woods</i>
Public Works	<i>35 Old McHenry Road, Hawthorn Woods</i>
Rambling Hills Park	<i>19 Lakeview Road, Hawthorn Woods</i>
Woodland Park	<i>23 Juel Circle, Hawthorn Woods</i>



**VILLAGE OF HAWTHORN WOODS
LANDSCAPE MAINTENANCE
WEEKLY SCHEDULE**

Site	Mowing Day	Contract Length	# of Fertilizations	Frequency of Mows (weather permitting)	Weeding	Pruning	Clean-Ups	Cultivating & Edging
Aquatic Center	Friday	8 months	2	Weekly	At Entrance Sign Flower Beds	Yes	Yes	At Entrance Sign Flower & Tree Beds
Acorn Acres/Orienwoods	Wednesday	8 months	2	Spring & Fall = Weekly Summer = Bi-Weekly	At Entrance Sign	Yes	Yes	At Entrance Sign Tree Beds
Bridlewoods	Wednesday	8 months	2	Weekly	At Entrance Sign Flower & Tree Beds	Yes	Yes	At Entrance Sign Flower & Tree Beds
Burnett/3 Corners	Wednesday	8 months	2	Spring & Fall = Weekly Summer = Bi-Weekly	Weed whip as needed	Yes	Yes	Tree Beds
Community & Public Works	Friday	8 months	2	Weekly	At Entrance Sign Flower & Tree Beds	Yes	Yes	At Entrance Sign Flower & Tree Beds
Copperfield	Wednesday	8 months	2	Weekly	At Entrance Sign Flower & Tree Beds	Yes	Yes	At Entrance Sign Flower & Tree Beds
Hawthorn Hills (1-3)	Tuesday	8 months	2	Weekly	At Entrance Sign Flower & Tree Beds	Yes	Yes	At Entrance Sign Flower & Tree Beds
Hawthorn Trails	Tuesday	8 months	2	Spring & Fall = Weekly Summer = Bi-Weekly	At Entrance Sign Tree Beds	Yes	Yes	At Entrance Sign Flower & Tree Beds
Heather Highlands	Tuesday	8 months	2	Weekly	At Entrance Sign Tree Beds	Yes	Yes	At Entrance Sign Tree Beds
Heritage Oaks	Thursday	8 months	2	Weekly	At Entrance Sign Flower Beds	Yes	Yes	At Entrance Sign Flower & Tree Beds
Highview	Tuesday	8 months	2	Weekly	At Entrance Sign Tree Beds	Yes	Yes	At Entrance Sign Tree Beds
Meadowlark	Wednesday	8 months	2	Weekly	At Entrance Sign	N/A	Yes	At Entrance Sign
Rambling	Monday	8 months	2	Weekly	At Entrance Sign	Yes	Yes	At Entrance Sign
Woodland	Monday	8 months	2	Spring & Fall = Weekly Summer = Bi-Weekly	At Entrance Sign Tree Beds	Yes	Yes	At Entrance Sign Tree Beds



847.526.4554 tel
847.526.4596 fax

610 W Liberty St
Wauconda, IL 60084

www.yellowstonelandscape.com

References

Round Lake Area Park District
814 Hart Rd, Round Lake IL 60073
Ane Olivares
Ane_Olivares@rlapd.org

Village of Lake Zurich
70 East Main St, Lake Zurich IL 60047
Jason Schuler
jason.schuler@lakezurich.org

Village of Hawthorn Woods
2 Lagoon Dr, Hawthorn Woods IL 60047
Ryan Mathy
RMathy@vhw.org

