

Clerk's Contract and Agreement Cover Page

Year:	2010	Legistar File ID#:	2010-0264
Multi Year:	☐	Amount	\$11,819.00

Contract Type: Services

Contractor's Name: Pizzo & Associates, Ltd

Contractor's AKA:

Execution Date: 6/9/2010

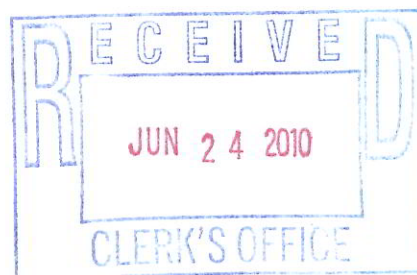
Termination Date: 11/25/2010

Renewal Date:

Department: Parks & Building Maintenance

Originating Person: Frank Stec

Contract Description: Police Station - Native Landscape Enhancements 2010



Wednesday, June 23, 2010

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

June 23, 2010

Mr. Nick Zaluzec, RLA, ASLA
Pizzo & Associates, Ltd
10729 Pine Road
Leland, Illinois 60531

RE: NOTICE TO PROCEED
Police Station – Native Landscape Enhancements 2010

Dear Mr. Zaluzec:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of June 18, 2010.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated June 9, 2010 in an amount not to exceed Eleven Thousand Eight Hundred Nineteen and No/100 (\$11,819.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Frank Stec
Barb O'Brien

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
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James V. Dodge
Edward G. Schussler III
Patricia Gira

June 10, 2010

Mr. Nick Zaluzec
Pizzo & Associates, LTD
10729 Pine Road
Leland, Illinois 60531

NOTICE OF AWARD – Police Headquarters Native Landscape Enhancements 2010

Dear Mr. Zaluzec:

This notification is to inform you that on June 7, 2010, the Village of Orland Park Board of Trustees approved awarding Pizzo & Associates, LTD the contract in accordance with the proposal you submitted dated June 1, 2010, for Police Headquarters – Native Landscape Enhancements for an amount not to exceed Eleven Thousand Eight Hundred Nineteen and No/100 (\$11,819.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by June 24, 2010.

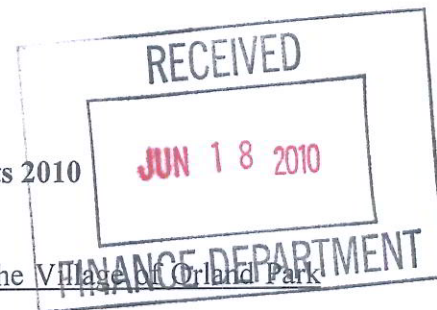
1. Enclosed is the Contract for Police Headquarters – Native Landscape Enhancements. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please complete the Certifications and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. The copy we have on file is for prescribed burns.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski 
Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
Police Station – Native Landscape Enhancements 2010
(Contract for Services)



This Contract is made this 9th day of June, 2010 by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Pizzo & Associates, Ltd (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract
The Terms and General Conditions pertaining to the Contract
The Proposal submitted by Contractor dated June 1, 2010 to the extent it does not conflict with this contract.
All Certifications required by the VILLAGE
Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Project Description: To perform enhancements of approximately 1.3 acres of native landscape plantings by controlling invasive species introducing native seed and inoculants and performing comprehensive landscape management in planted prairie areas

(hereinafter referred to as the “WORK”) as further described in the CONTRACTOR’S Proposal dated June 1, 2010 and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

2010 Herbaceous Clearing/Site Prep	\$ 2,124.00
2010 Seed Installation	<u>\$ 5,175.00</u>
Enhancement Sub-total	\$ 7,299.00

Additional Stewardship:

Labor – billed at \$45.00/man hour including travel time	
General Stewardship 2010 – not to exceed	\$ 4,320.00
Herbicide – billed per gallon at market prices	
Applied Herbicide 2010 – not to exceed	<u>\$ 200.00</u>
Stewardship Sub-total 2010	\$ 4,520.00

TOTAL: an amount not to exceed Eleven Thousand Eight Hundred Nineteen and No/100 (\$11,819.00) Dollars

(hereinafter referred to as the “CONTRACT SUM”). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by **November 25, 2010** (hereinafter referred to as the “CONTRACT TIME”). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day’s written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors,

agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
Nick Zaluzec, RLA, ASLA
Landscape Architect/Ecologist
Pizzo & associates, LTD
10729 Pine Road
Leland, Illinois ~~06531~~ 60531
Telephone: 815-495-2300
Facsimile: 815-498-4406
e-mail: nickz@pizzo.info

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

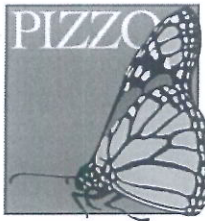
SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE
By: 
Print name: Paul G. Grimes
Its: Village Manager
Date: 6/21/10

FOR: THE CONTRACTOR
By: 
Print name: NICHOLAS ZALUZEC
Its: GENERAL MANAGER
Date: 6/10/2010



Pizzo & Associates, Ltd.
ECOLOGICAL RESTORATION
10729 Pine Road • Leland, IL 60531
tel 815-495-2300 • fax 815-498-4406

ECOLOGICAL RESTORATION SERVICES

For: Village of Orland Park

Project: Police Headquarters – Native Landscape Enhancements
(Excludes Pond Area)

Tuesday, June 01, 2010

Project Description: We propose to perform enhancements of approximately 1.3 acres of native landscape plantings by controlling invasive species introducing native seed and inoculants and performing comprehensive landscape management in planted prairie areas.

Pizzo & Associates, Ltd. proposes to perform the following tasks using properly trained and supervised personnel:

HERBICIDE & SITE PREPARATION:

Grass specific herbicide will be applied to those areas which may be salvaged, a non-selective glyphosate based herbicide will be applied to areas which will required a complete vegetation removal prior to seeding.

PLANTING:

Native Seed Installation

Install a mix of native grass, sedge and flower seeds with a Truax no till drill and/or broadcasting methods at a rate not less than 30lbs per acre. The species of the plants installed will be developed specifically for this site using historical data and based on current site conditions. A mycorrhizal (fungus) inoculant will be added to the seed in the drill to provide the necessary associations for the new root system of the native plants.

NOTE: A newly seeded area will need to be mowed at 4-8" for 2 seasons to reduce the competition for light and space by weedy plants. If the planted area is not mowed the seeding is destined for failure.

ENHANCEMENT COMPENSATION SUMMARY—Lump Sum: \$7,299.00

TASK	TASK SUBTOTAL
2010 - Herbaceous Clearing/Site Prep	\$ 2,124.00
2010 - Seed Installation	\$ 5,175.00
ENHANCEMENT TOTAL	\$ 7,299.00

STEWARDSHIP:

Because Natural Areas are dynamic systems that constantly change and adapt to current conditions, a flexible stewardship plan must be in place to ensure success. The following tasks should be considered a starting point, on which will be built upon using 22 years of practical experience and knowledge to achieve the desired outcomes.

Areas which have been re-seeded, plants will need to be mowed to a height of 6"-8" throughout the growing season to reduce competition with weed species. Mowing should be conducted for 1 to 2 years and can be done mechanically in most areas.

The restoration areas will be monitored carefully for invasive species. When invasive species are encountered, they will be carefully sprayed with herbicide, cut back, or pulled by hand, to reduce competition for light water and nutrients and prevent them from reproducing and spreading on site.

After the first two years of establishment, a prescribed fire program can begin. Prescribed fire was a frequent part of pre-settlement prairie ecosystems and served to maintain the integrity of the prairie by stimulating plant growth, preventing brush encroachment, and recycling nutrients. In a prairie restoration, fire will perform these ancient functions, as well as manage most invasive species.

I. SERVICES

Pizzo agrees to perform the following services to approximately 1.3 acres of restored natural areas, using properly trained and supervised personnel.

A. The services for the month of *NOVEMBER* through *APRIL* shall be per the following schedule:

1. Implement controlled burn in natural areas, as needed. Pizzo will use fire as a tool to clear debris, recycle nutrients and stimulate native plant and animal species. Our fire crew is comprised of S130/S190 trained crew leaders knowledgeable in the fuel types present. The fire crew will create needed firebreaks and place noticeable signage prior to the burn. Seeds will be harvested prior to the burn to allow for post burn dispersal. The areas to be burned will contain unburned refuge for animal species. Due to the unpredictability of the weather, it may be necessary to postpone the burn to the next burn season. It is possible that local conditions could cause the burn unit to burn poorly when all conditions are within parameters. Pizzo will obtain the necessary permits. The Owner/Agent shall notify neighbors when applicable. *When conducted, controlled burns will be billed in addition to General Stewardship services at the rate specified below.*
2. Control invasive woody & herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. The native plants will take advantage of the competitive release created by mowing, the timely application of herbicide or physical removal of the non-native plants.
3. Pizzo will collect the seeds of the native plants to disperse into the open areas during the growing season or after the controlled burn.

B. The services for the months of *MAY* through *OCTOBER* shall be per the following schedule:

1. Control invasive woody & herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. See paragraph A2.
2. We will collect the seed of the native plants to disperse into the open areas during the growing season or after the controlled burn.
3. Mow all restored areas, if necessary, to control invasive flora and allow light to the ground for new seedlings.
4. Prepare the site for the controlled burn by creating needed fire breaks.

5. Plant supplemental native seed and/or plugs at Pizzo's discretion to increase native plant competition & biodiversity (this item may be paid for out of the "Labor" and/or "Herbicide" budget lines).

ESTIMATED STEWARDSHIP SCHEDULE*

Month	Visits by Crew	Herbicide	Mow	Collect & Disperse
April	0-1	X		
May	1-2	X	X	X
June	1-2	X	X	X
July	1-2	X	X	
August	1-2	X	X	
September	0-1	X	X	
October	1-2	X	X	X
November	0-1	X		X
December - March	0-1	X		X

*Because natural areas are dynamic systems that constantly change and adapt to current conditions, the stewardship schedule must be flexible as well to allow Pizzo to react to conditions on the ground. This schedule should be considered a guideline and may be varied from to react to current site conditions.

**In newly planted natural areas, the execution of a prescribed fire may not be possible until the second or third growing season.

II. GENERAL INFORMATION

- A. Owner / Agent to provide a "Plat of Survey" for definitive location of project boundaries.
- B. Areas to be managed will be designated as per survey.
- C. Pizzo will provide minimum insurance coverage of \$1,000,000.00 for each of the following: General Liability, Umbrella and Prescription Fire. Please see Certificate of Insurance for details.
- D. Pizzo will keep a log of restoration activities performed during the contract period.
- E. Chemicals used will have the lowest environmental impact for the task at hand. Organic or cultural practices will be used whenever practical.
- F. Debris created during the day's work shall be placed into burn piles on site to be included in the prescribed burn.
- G. Landscape plantings in proximity of the burn unit(s) can suffer damage and shall not be covered by any warranty or insurance policy. The Owner/Agent/any association member shall hold Pizzo & Associates, Ltd. harmless for damages as a result of the prescribed burn in their natural area(s).
- H. Watering of trees, shrubs and perennials can be done as an additional item and will be performed as an addendum to this agreement at an additional charge.

STEWARDSHIP COMPENSATION SUMMARY

The Owner/Agent will pay Pizzo for the aforementioned services, billed at the following rates:

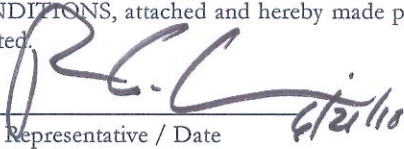
Labor - Billed \$45.00 per man hour including travel time
General Stewardship - Not to exceed \$4,320.00 in FY 2010

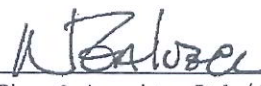
Herbicide -
Applied Herbicide - Not to exceed \$200.00*** in FY 2010

***Herbicide will be billed per gallon applied at market prices. Per gallon herbicide pricing can be supplied upon request.

YEAR	LABOR	HERBICIDE	PRESCRIBED FIRE	TOTAL
2010	\$ 4,320.00	\$ 200.00	\$ -	\$ 4,520.00
EXPECTED TOTAL OF STEWARDSHIP COSTS				\$ 4,520.00

ACCEPTANCE – I/We represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned pricing for native landscape enhancements and stewardship and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

 6/21/10
 Authorized Representative / Date
 Village of Orland Park

 05/27/2010
 Pizzo & Associates, Ltd. / Date

Please sign and return one copy of the proposal with your deposit to our office. Fax signatures shall be deemed binding; this agreement may be signed in counterparts so long as all parties to the agreement have signed a copy of the agreement.

If acting on behalf of the Owner:

Printed Name:	
Title:	

Billing Information:

Name:	
Company Name:	
Street Address 1:	
Street Address 2:	
City, State, & Zip Code:	
Main Phone:	
Mobile Phone:	
Fax:	
e-mail:	

Billing Notes: _____

The terms of this proposal are valid for thirty (30) days from the date of this proposal.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of Incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Pizzol Associates, LTD
Business Name

(Corporate Seal)

N. Zaluzec
Signature

NICHOLAUS ZALUZEC
Print or type name

General Manager
Title

6/10/2010
Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

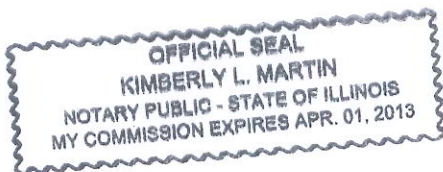
I, NICHOLAUS ZALOREC, being first duly sworn certify and say
that I am General Manager
(insert "sole owner," "partner," "president," or other proper title)

of PIZZO ASSOCIATES, LTD, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.

N Zalorec
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 10th Day
of June, 2010.

Kimberly L Martin
Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Nicholas Zawie, having submitted a proposal for Pizzo & Associates, LTD
(Name) (Name of Contractor)

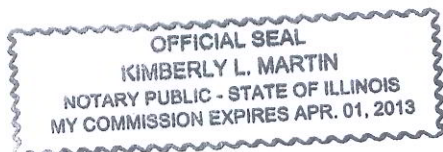
for Prairie Enhancements & Management to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: N. Zawie
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 10th Day
of June, 2010

Kimberly L. Martin
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) 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, marital status, national origin or ancestry, age, or physical or mental handicap 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY:

N. Zalozec

ATTEST:

Kimberly L. Martin

DATE:

6/10/2010

TAX CERTIFICATION

I, NICHOLAUS ZALUZEL, having been first duly sworn depose
and state as follows:

I, NICHOLAUS ZALUZEL, am the duly authorized
agent for PIZZO ASSOCIATES, LTD, which has
submitted a proposal to the Village of Orland Park for
POLICE STATION - NATIVE LANDSCAPE ENHANCEMENTS²⁰¹⁰ and I hereby certify
(Name of Project)

that PIZZO ASSOCIATES, LTD is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance
with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for
payment of all taxes due and is currently in compliance with that
agreement.

By: N. Zaluzel

Title: General Manager

Subscribed and Sworn To
Before Me This 10th Day
of June, 2010.

Kimberly L. Martin
Notary Public



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 10th DAY OF JUNE, 2010



Signature

NICHOLAS FALWEE, GM

Printed Name & Title

Authorized to execute agreements for:

FIZZO ASSOCIATES, LTD

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2009

PRODUCER (630)696-4043 FAX: (630)696-4143

C.D. Rigdon Associates, Ltd.

55 S. Main Street, Suite 355

Naperville IL 60540

INSURED

Pizzo and Associates, Ltd.

10729 Pine Road

Leland IL 60531

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: GEMINI INSURANCE

INSURER B: ACUITY INSURANCE COMPANY

INSURER C: ESSEX INSURANCE COMPANY

INSURER D: DARWIN SELECT

INSURER E: ACCIDENT FUND

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADOL LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	K72527	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	K72527	8/1/2009	8/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	K72527	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N NCV5006807	8/1/2009	8/1/2010	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER PRESCRIBED FIRE	TBD	8/10/2009	8/10/2010	OCCURRENCE/AGG \$1MIL/\$2MIL
D	PROP. E&O	TBD	8/10/2009	8/10/2010	PROP. E&O \$1,000,000
C	PRES. FIRE UMBRELLA	TBD	8/10/2009	8/10/2010	TIME OCCURRENCE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Stewardship plan of multiple sites

The Village of Orland Park and thier respective officers, trustees, directors, employees and agents are listed as Additional Insureds on a Primary/Non-Contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. Waiver of Subrogation in favor of the additional insureds on General Liability and Workers Compensation.

CERTIFICATE HOLDER

Village of Orland Park
Danise Domalewski
14700 S. Ravinia Ave.
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.