

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2016-0288

**Innoprise Contract #:** C16-0067

**Year:** 2016

**Amount:** \$13,566.00

**Department:** Parks

**Contract Type:** Services

**Contractors Name:** Pizzo & Associates, Ltd.

**Contract Description:** John Humphrey Woods Stewardship/Burn 2016

MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orlandpark.org](http://www.orlandpark.org)



VILLAGE HALL

TRUSTEES  
Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

June 9, 2016

Mr. Jack Pizzo  
Pizzo & Associates, Ltd.  
10729 Pine Road  
PO Box 98  
Leland, Illinois 60531

**RE: NOTICE TO PROCEED - John Humphrey Woods Stewardship/Burn 2016**

Dear Mr. Pizzo:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project.

Please contact Gary Couch at 708-403-6241 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be emailed 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 or [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org). 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 May 24, 2016 in an amount not to exceed Thirteen Thousand Five Hundred Sixty-Six and No/100 (\$13,566.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Gary Couch

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
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May 24, 2016

Mr. Jack Pizzo  
Pizzo & Associates, Ltd.  
10729 Pine Road  
PO Box 98  
Leland, Illinois 60531

NOTICE OF AWARD – John Humphrey Woods Stewardship/Burn 2016

Dear Mr. Pizzo:

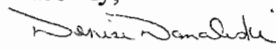
This notification is to inform you that on May 2, 2016, the Village of Orland Park Board of Trustees approved awarding Pizzo & Associates, Ltd. the contract in accordance with the proposal you submitted dated March 29, 2016, for John Humphrey Woods Controlled Burn and April 8, 2016 for John Humphrey Woods Spring Stewardship 2016 for a total amount not to exceed Thirteen Thousand Five Hundred Sixty-Six and No/100 (\$13,566.00) 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 8, 2016.

- I am attaching the Contract John Humphrey Woods Stewardship/Burn 2016. 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.
- Please forward a current certificate of insurance including endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation per Exhibit A of the agreement.

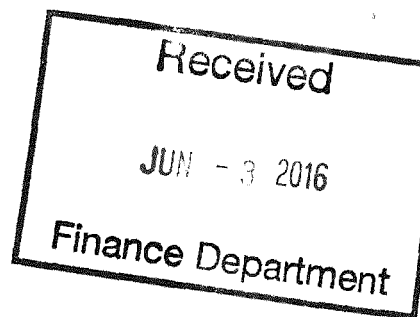
Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed contract and current certificate of insurance are required to be in place and received at my office prior to the commencement of work 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. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,

  
Contract Administrator

cc: Gary Couch

**VILLAGE OF ORLAND PARK**  
**John Humphrey Woods**  
**Native Landscape Stewardship /Controlled Burn 2016**  
**(Contract for Services)**



This Contract is made this **24th day of May, 2016** 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 April 8, 2016 for Spring Stewardship to the extent it does not conflict with this contract.
- The Proposal submitted by Contractor dated March 29, 2016 for Controlled Burn, to the extent it does not conflict with this contract.
- 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:

*To perform Spring Native Landscape Stewardship at John Humphrey Woods, as well as, a controlled burn fall of 2016, weather permitting*

(hereinafter referred to as the “WORK”) as further described in the CONTRACTOR’S Proposals 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:

Spring Stewardship \$7,016.00  
Controlled Burn \$6,550.00

**TOTAL:** an amount not to exceed Thirteen Thousand Five Hundred Sixty-Six and No/100 (\$13,566.00) 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 continue expeditiously from that date until final completion. Spring Stewardship shall be completed by July 31, 2016. The Controlled Burn shall be performed Fall 2016, but may be extended through Spring 2017, weather permitting. This contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify, defend 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 (see Exhibit A).

**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. 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@orlandpark.org

**To the CONTRACTOR:**

Jack Pizzo  
Pizzo & Associates, LTD  
10729 Pine Road  
Leland, Illinois 60531  
Telephone: 815-495-2300  
Facsimile: 815-498-4406  
e-mail: jack@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  
Village Manager  
Its: \_\_\_\_\_  
Date: 6/6/16

FOR: THE CONTRACTOR  
By:   
Print name: John Pizzo  
President  
Its: \_\_\_\_\_  
Date: 5/24/16

# EXHIBIT A

## Insurance Requirements

### WORKERS COMPENSATION & EMPLOYER LIABILITY

STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this CONTRACT. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors

\$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





Pizzo & Associates, Ltd.  
ECOLOGICAL RESTORATION  
10779 Pine Road • Leland, IL 60531  
Tel 815-495-2300 • Fax 815-498-4406

## **STEWARDSHIP PROPOSAL**

**For: Village of Orland Park**  
**Project: John Humphrey Woods- Orland Park, IL**

This agreement, made and entered into Tuesday, March 29, 2016 shall be between The Village of Orland Park, hereinafter referred to as the Owner/Agent and Pizzo & Associates, Ltd., hereinafter referred to as Pizzo. Stewardship services shall consist of the following:

### **I. SERVICES**

Pizzo agrees to perform the following services to 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.

### **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.

### III. COMPENSATION

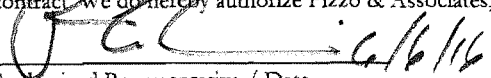
The Owner/Agent will pay Pizzo for the aforementioned services, billed at the following rates:

Prescribed Fire – \$6,550.00 per burn, when performed.

### IV. AGREEMENT

The term of this contract shall be 03/29/16 through 05/15/18.

**ACCEPTANCE** – I/We represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned 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.

 03/29/16  
Authorized Representative / Date      Jack Pizzo      03/29/16  
Village of Orland Park      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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

### SCHEDULE

#### Name of Person or Organization:

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

#### 2. Exclusions

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s):</b>  | <b>Location And Description Of Completed Operations:</b>  |
|--|---|
| Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured. | Any location or completed operation, but only to the scope of insurance agreed to by the named insured. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage** or **environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN  
WRITTEN AGREEMENT WITH YOU - PRIMARY**

**CA-7214(10-98)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

**SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us** is deleted and replaced with the following:

**13. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a **claim** or **suit** have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

**WC 00 03 13(4-84)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work

under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

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WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON ORGANIZATION WITH WHOM YOU HAVE A WRITTEN CONTRACT OR AGREEMENT WHICH YOU ARE REQUIRED TO WAIVE RIGHTS OF RECOVERY UNDER THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY OTHER PERSON OR ORGANIZATION NAMED IN THESE CONTRACTS OR AGREEMENTS WHICH YOU ARE ALSO REQUIRED TO WAIVE RIGHTS OF RECOVERY. SUCH A CONTRACT OR AGREEMENT MUST HAVE BEEN EXECUTED PRIOR TO THE OCCURRENCE CAUSING INJURY OR DAMAGE. AN ENTITY MEETING THESE REQUIREMENTS DOES NOT HAVE TO BE SCHEDULED FOR THE WAIVER TO APPLY.