

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#:

Multi Year:

Amount \$0.00

Contract Type:

Services

Contractor's Name:

Pizzo & Associates, Ltd

Contractor's AKA:

Execution Date:

Termination Date:

Renewal Date:

Department:

Finance

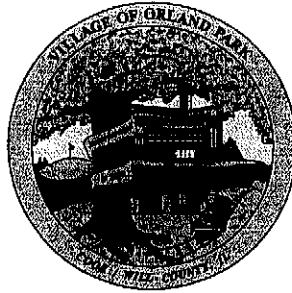
Originating Person:

Denise Domalewski

Contract Description: General Contract for Prescribed Burns

2011-0618 John Humphrey Woods \$6350

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



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

VILLAGE HALL

October 27, 2011

Mr. Tim Moritz
Pizzo & Associates, Ltd.
10729 Pine Road
Leland, Illinois 60531

RE: *NOTICE TO PROCEED*
John Humphrey Woods Burn 2011

Dear Mr. Moritz:

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 as of October 24, 2011. Any additional proposals for prescribed burns that may be implemented shall be attached to the general contract as addenda. All certifications and insurance shall then apply to said proposal.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work related to the John Humphrey Woods burn.

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 general contract dated October 19, 2011 and one (1) original executed Stewardship Proposal in an amount not to exceed Six Thousand Three Hundred Fifty and No/100 (\$6,350.00) Dollars for John Humphrey Woods Burn. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Frank Stec
Barb O'Brien



Pizzo & Associates, Ltd.
ECOLOGICAL RESTORATION
10729 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 Thursday, September 22, 2011 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 –

Controlled Burn -

Not to exceed \$6,350.00 per burn, when performed


Anticipated Cost Schedule:

YEAR	PRESCRIBED FIRE	TOTAL
2011-2012	\$ -	\$ 6,350.00
TOTAL OF PRESCRIBED FIRE SERVICES		\$ 6,350.00

IV. AGREEMENT

The term of this contract shall be 09/22/2011 through 12/31/2012.

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.



 Authorized Representative / Date
 Village of Orland Park

 9/22/2011

 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.

PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS

TERMS:

Design-Build/Installation:

Payment of 50% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice. All unpaid balances will carry a two percent (2%) per month; twenty four percent (24%) per annum finance charge. All returned checks will result in an additional \$50.00 service charge.

Design/Consultation/Stewardship/Prescribed Fire:

Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice. All unpaid balances will carry a two percent (2%) per month, twenty four percent (24%) per annum finance charge. All returned checks will result in an additional \$50.00 service charge.

ADDITIONS & DELETIONS: All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

PREPAYMENT DISCOUNT: All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

GUARANTEES: Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

Owner Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (water, weeding, invasive species control, mowing, protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war or wildlife. Installed perennials, seed, annuals and transplanted material(s) carry no guarantee/warranty expressed or implied.

Pizzo Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead tree or shrub is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will re-seed those areas not in compliance at no expense to the Owner. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Installed native perennials are guaranteed to have an 80% survival rate after one (1) year. Required plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to the fault of the Owner or a third party or due to acts of God.

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Last Updated 05-29-09

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

Prescribed Fire:

No guarantee /warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd., and the local fire jurisdiction gives permission to ignite the prescription fire, and Pizzo & Associates, Ltd. is forced to shut down due to no fault of Pizzo & Associates, Ltd., the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or in close proximity to the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

Aquatic Weed Control:

Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic weed species is warranted.

RIGHT OF SUBSTITUTION: The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or to otherwise enhance the project without changing the nature or character of the project.

CONDITIONS: The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (piping, wiring, sprinkler system components, obstructions) prior to work beginning. Repairs to any unmarked sprinkler system, television or satellite cables, invisible dog fences or other underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses & permits.

DESIGN PLANS AND PHOTOGRAPHS: The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

DEFAULT REMEDIES: In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorneys fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.

10/19/11
per LOCAL
prompt pay
act
(50 ILCS 509)