

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2012-0127

Innoprise Contract #:

Year: 2012

Amount: \$7,000.00

Department:

Contract Type: General Services

Contractors Name: Pizzo & Associates, Ltd.

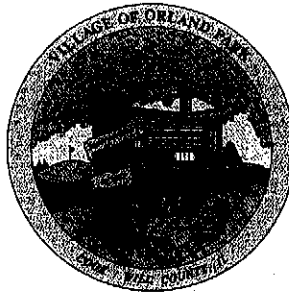
Contract Description: Police Station - Native Landscape Stewardship 2012

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



VILLAGE HALL

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

April 25, 2012

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

RE: NOTICE TO PROCEED
Police Station – Native Landscape Stewardship 2012

Dear Mr. Moritz:

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.

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 March 30, 2012 in an amount not to exceed Seven Thousand and No/100 (\$7,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

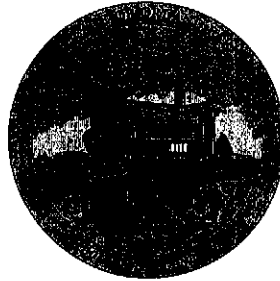
Denise Domalewski
Contract Administrator

Encl:

cc: Frank Stec

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
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March 30, 2012

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

NOTICE OF AWARD – Police Headquarters Landscape Stewardship 2012

Dear Mr. Moritz:

This notification is to inform you that on March 19, 2012, the Village of Orland Park Board of Trustees approved awarding Pizzo & Associates, Ltd the contract in accordance with the proposal you submitted dated February 28, 2012, for 2012 Landscape Stewardship at the Police Station for an amount not to exceed Seven Thousand and No/100 (\$7,000.00) 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 April 13, 2012.

1. Enclosed is the Contract for Orland Park Police Station Landscape Stewardship 2012. 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. I will apply all the certifications from 2011 to this 2012 contract. The current certificate of insurance expires in August 2012. Please forward a new COI upon renewal.

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 are required to be 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 Stewardship 2012
(Contract for Services)

This Contract is made this **30th day of March, 2012** 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 February 28, 2012 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:

To perform Native Landscape Stewardship at the Village of Orland Park Police Station, 15100 Ravinia Ave., Orland Park, IL

(hereinafter referred to as the “WORK”) as further described in the CONTRACTOR’S Proposal dated February, 28, 2012 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:

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.



Pizzo & Associates, Ltd.
ECOLOGICAL RESTORATION
10729 Pine Road - Leland, IL 60531
tel 815-495-4300 - fax 815-498-4406

STEWARDSHIP PROPOSAL

For: The Village of Orland Park
Project: Police Headquarters – Native Landscape Stewardship 2012

This agreement, made and entered into Tuesday, February 28, 2012 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. **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).

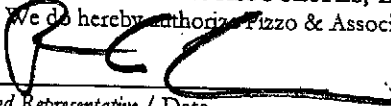
Anticipated Cost Schedule:

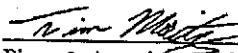
YEAR	LABOR	PRESCRIBED FIRE	TOTAL
2012	\$ 7,000.00	N/A	\$ 7,000.00
EXPECTED TOTAL OF STEWARDSHIP COSTS			\$ 7,000.00

IV. AGREEMENT

The term of this contract shall be 02/28/2012 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

 02/28/2012
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2011

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 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 C.D. Rigdon Associates, Ltd. 55 S. Main Street, Suite 355 Naperville IL 60540		CONTACT NAME: Doug Rigdon PHONE (A/C No. Ext.): (630) 696-4043 FAX (A/C No.): (630) 696-4143 E-MAIL ADDRESS: dougr@cdrigdon.com													
INSURED Pizzo and Associates, Ltd. 136 Railroad Street Leland IL 60531		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Acuity Insurance Company</td><td>14184</td></tr><tr><td>INSURER B: Commerce & Industry Insurance</td><td>19410</td></tr><tr><td>INSURER C: Gemini Insurance Company</td><td>10833</td></tr><tr><td>INSURER D: Darwin Select Insurance Co</td><td>24319</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Acuity Insurance Company	14184	INSURER B: Commerce & Industry Insurance	19410	INSURER C: Gemini Insurance Company	10833	INSURER D: Darwin Select Insurance Co	24319	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL1172804184

REVISION NUMBER:

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X X	K72527	8/1/2011	8/1/2012	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	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC						
	A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X X	K72527	8/1/2011	8/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
		A	☒ UMBRELLA LIAB ☒ OCCUR		K72527	8/1/2011	8/1/2012
☒ EXCESS LIAB ☐ CLAIMS-MADE							AGGREGATE \$
B		☐ DED ☒ RETENTION \$ 10,000		BE038254672	8/1/2011	8/1/2012	\$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	K72527	8/1/2011	8/1/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	C	CGL - Prescribed Fire	X X	FGG0000139-00	8/1/2011	8/1/2012	Occurrence/Aggregate \$1Mil/\$2Mil
		D	Professional E&O	X X	03048692	8/1/2011	8/1/2012

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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
Attn: Denise Domalewski
14700 S. Ravinia Ave.
Orland Park, IL 60462

CANCELLATION

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

Douglas Rigdon/CHRIS