

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

**Legistar File ID#:** 2014-0295

**Innoprise Contract #:** C14-0056

**Year:** 2014

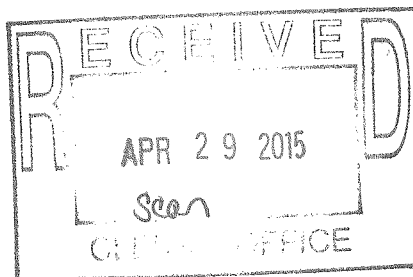
**Amount:** \$10,000.00

**Department:** Parks - Frank Stec

**Contract Type:** Services

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

**Contract Description:** Aquatic Stewardship Services 2014 - as needed \$50/hour  
15-0038 2015-0172 Addendum A for 2015-17 services



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  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello

April 29, 2015

Mr. Mason Shank  
Pizzo & Associates, Ltd.  
P.O. Box 98  
Leland, Illinois 60531

**RE: *Addendum A dated April 20, 2015 to Aquatic Stewardship Services Contract***

Dear Mr. Shank:

Enclosed is a copy of Addendum A dated April 20, 2015 for the change to extend the term through December 31, 2017. Please attach this to the original Aquatic Stewardship Services contract dated July 10, 2014.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Frank Stec

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
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April 20, 2015

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NOTICE OF AWARD – Addendum A Aquatic Stewardship Services 2015-17

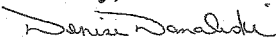
Dear Mr. Shank:

This notification is to inform you that on April 6, 2015, the Village of Orland Park Board of Trustees approved awarding Pizzo & Associates, Ltd. the contract in accordance with the proposal you submitted dated February 23, 2015, for Aquatic Stewardship Services for 2015-2017 on an as needed basis for an amount not to exceed Ten Thousand and No/100 (\$10,000.00) Dollars per year, billed as time and materials.

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 May 4, 2015.

- Enclosed is the Addendum to extend the term of the Aquatic Stewardship Services contract dated July 10, 2014 through December 31, 2017. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the addendum and one original executed document will be returned to you.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. You will be issued a Notice to Proceed letter and a purchase order after full execution of the contract. 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).

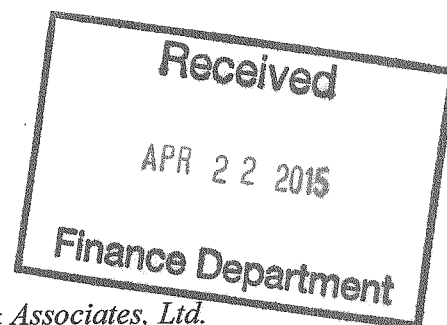
Sincerely,  
  
Contract Administrator

cc: Frank Stec

**ADDENDUM A to**  
*Aquatic Stewardship Services Contract*

**Dated**  
*July 10, 2014*

**Between**  
*The Village of Orland Park, Illinois ("VILLAGE") and Pizzo & Associates, Ltd.*  
*("CONTRACTOR")*



WHEREAS, on July 10, 2014, a certain Agreement regarding Aquatic Stewardship Services between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to extend the term of the agreement through December 31, 2017.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.

2. **SECTION 1: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include Addendum A and Proposal dated February 23, 2015

3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended as follows:

"further described in the proposal dated May 9, 2014" shall be stricken from "Provide all the Algaecide Application, Aquatic Herbicide Application, and Invasive Plant Cutting/Removal Services that apply to any ponds, basins, or detention areas as requested by the Village, further described in the proposal dated May 9, 2014" and replaced with "further described in the attached proposals"

4. **SECTION 4: TERM OF THE CONTRACT** of said Agreement shall be amended to as follows:

Strike "The WORK shall commence on the date of execution and continue expeditiously until final completion on December 31, 2014. This Contract shall terminate upon completion of the WORK or December 31, 2014" and replace with "The WORK shall commence on the date of execution and continue expeditiously until final completion on December 31, 2017. This Contract shall terminate upon completion of the WORK or December 31, 2017"

5. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

**ADDENDUM A to**  
*Aquatic Stewardship Services Contract*

**Dated**  
*July 10, 2014*

**Between**  
*The Village of Orland Park, Illinois ("VILLAGE") and Pizzo & Associates, Ltd.*  
*("CONTRACTOR")*

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6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **20th day of April, 2015**, shall be attached to and form a part of the Agreement dated the 10<sup>th</sup> day of July, 2014 and shall take effect upon signature below by duly authorized agents of both parties.

**AGREED AND ACCEPTED**

**FOR: THE VILLAGE**

By: \_\_\_\_\_

Print Name: Paul G. Grimes

Its: Village Manager

Date: 4/23/15

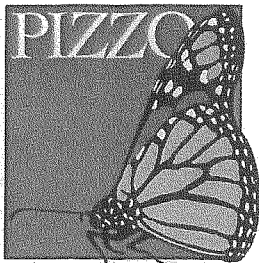
**FOR: THE CONTRACTOR**

By: \_\_\_\_\_

Print Name: Mason Shank

Its: General Manager - Southern Territory

Date: 04/22/2015



**Pizzo & Associates, Ltd.**  
ECOLOGICAL RESTORATION  
P.O. Box 98 • Leland, IL 60531  
T 815.495.2300 • F 815.498.4406

## **SITE STEWARDSHIP MANAGEMENT**

**For:** *The Village of Orland Park*

**Project:** *2015-2017 Orland Park Ponds: Aquatic Stewardship Services*

Monday, February 23, 2015

**Project Description:** Pizzo & Associates, Ltd. proposes to provide all the Algaecide Application, Aquatic Herbicide Application, and Invasive Plant Cutting/Removal Services that apply to any ponds, basins, or detention areas as requested by the Village of Orland Park. Pizzo agrees to perform all services using properly trained, licensed and supervised personnel.

### **I. 2015-2017 AQUATIC STEWARDSHIP SERVICES**

At the request and direction of the Village of Orland Park, Pizzo & Associates, Ltd. will provide the following services, including all materials, equipment and labor for:

- Algaecide application to all ponds with considerable algae population.
- Herbicide application to all invasive or undesirable species of plants (Cattails, Phragmites, Reed Canary Grass, etc.) within the aquatic boundaries of each body of water.
- Cutting/Trimming/Removal of undesirable plant material within the aquatic boundaries of each body of water.

### **II. COMPENSATION**

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

Labor - Billed \$50.00 per man hour including travel time.

**2015-2017 Aquatic Stewardship Services** - See chart below\*

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

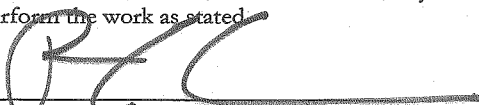
#### **COMPENSATION SUMMARY:**

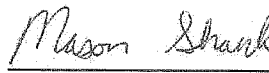
| TASK                              | TASK SUBTOTAL       |
|-----------------------------------|---------------------|
| 2015 Aquatic Stewardship Services | \$ 10,000.00        |
| 2016 Aquatic Stewardship Services | \$ 10,000.00        |
| 2017 Aquatic Stewardship Services | \$ 10,000.00        |
| <b>Total</b>                      | <b>\$ 30,000.00</b> |

NOTE: All stewardship activities are billed Time & Materials; Not to Exceed.

### **III. ACCEPTANCE**

The term of this contract shall be from 3/1/2015 – 12/31/2017. 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

 / 02/23/2015  
\_\_\_\_\_  
Mason Shank / Date  
Pizzo & Associates, Ltd.

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.

#### 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.

**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.

**FINANCE CHARGES & RETURNED CHECKS:** All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty four percent (24%) per annum finance surcharge. All returned checks will result in an additional \$50.00 service charge.

**LIEN RIGHTS:** In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is completed.

**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.

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.

#### Annual Monitoring:

Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of, but not exceeding a total of \$400.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

#### Aquatic Weed Control:

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

#### Supplemental Watering:

Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (Mar. 1 – June 30; Sept 15. – Oct. 31) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<http://droughtmonitor.unl.edu>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warranties for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

**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.

**SUBCONTRACTING:** Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or part of the work hereunder.

**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, etc.) 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 or other permission or authority that may be required, whether federal, state, county, local or other entity.

**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 attorney's 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.



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

**Legistar File ID#:** 2014-0295

**Innoprise Contract #:** C14-0056

**Year:** 2014

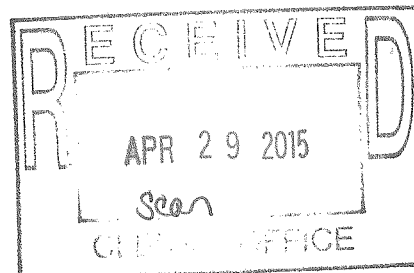
**Amount:** \$10,000.00

**Department:** Parks - Frank Stec

**Contract Type:** Services

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

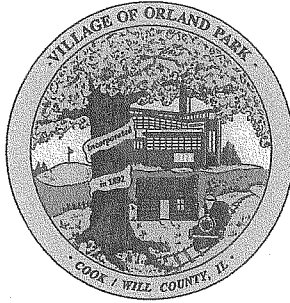
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Contract Administrator

cc: Frank Stec

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NOTICE OF AWARD – Addendum A Aquatic Stewardship Services 2015-17

Dear Mr. Shank:

This notification is to inform you that on April 6, 2015, the Village of Orland Park Board of Trustees approved awarding Pizzo & Associates, Ltd. the contract in accordance with the proposal you submitted dated February 23, 2015, for Aquatic Stewardship Services for 2015-2017 on an as needed basis for an amount not to exceed Ten Thousand and No/100 (\$10,000.00) Dollars per year, billed as time and materials.

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 May 4, 2015.

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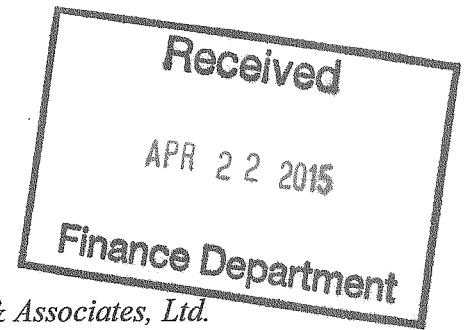
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**Dated**  
*July 10, 2014*

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WHEREAS, the Village wishes to extend the term of the agreement through December 31, 2017.

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**AGREED AND ACCEPTED**

**FOR: THE VILLAGE**

By: \_\_\_\_\_

Print Name: Paul G. Grimes

Its: Village Manager

Date: 4/23/15

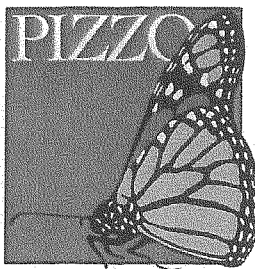
**FOR: THE CONTRACTOR**

By: \_\_\_\_\_

Print Name: Mason Shank

Its: General Manager - Southern Territory

Date: 04/22/2015



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## **SITE STEWARDSHIP MANAGEMENT**

**For:** *The Village of Orland Park*  
**Project:** *2015-2017 Orland Park Ponds: Aquatic Stewardship Services*

Monday, February 23, 2015

**Project Description:** Pizzo & Associates, Ltd. proposes to provide all the Algaecide Application, Aquatic Herbicide Application, and Invasive Plant Cutting/Removal Services that apply to any ponds, basins, or detention areas as requested by the Village of Orland Park. Pizzo agrees to perform all services using properly trained, licensed and supervised personnel.

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**2015-2017 Aquatic Stewardship Services - See chart below\***

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

#### **COMPENSATION SUMMARY:**

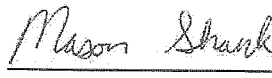
| TASK                              | TASK SUBTOTAL       |
|-----------------------------------|---------------------|
| 2015 Aquatic Stewardship Services | \$ 10,000.00        |
| 2016 Aquatic Stewardship Services | \$ 10,000.00        |
| 2017 Aquatic Stewardship Services | \$ 10,000.00        |
| <b>Total</b>                      | <b>\$ 30,000.00</b> |

NOTE: All stewardship activities are billed Time & Materials; Not to Exceed.

### **III. ACCEPTANCE**

The term of this contract shall be from 3/1/2015 – 12/31/2017. 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

 / 02/23/2015  
Mason Shank / Date  
Pizzo & Associates, Ltd.

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.

#### 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.

**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.

**FINANCE CHARGES & RETURNED CHECKS:** All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty four percent (24%) per annum finance surcharge. All returned checks will result in an additional \$50.00 service charge.

**LIEN RIGHTS:** In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is completed.

**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.

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.

#### Annual Monitoring:

Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of, but not exceeding a total of \$400.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

#### Aquatic Weed Control:

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

#### Supplemental Watering:

Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (Mar. 1 – June 30; Sept 1.5. – Oct. 31) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<http://droughtmonitor.unl.edu>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warranties for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

**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.

**SUBCONTRACTING:** Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or part of the work hereunder.

**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, etc.) 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 or other permission or authority that may be required, whether federal, state, county, local or other entity.

**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 attorney's 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.