

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2015-0200

Innoprise Contract #: C15-0058

Year: 2015-17

Amount: \$33,550.00

Department: Parks & Building Maint - Frank Stec

Contract Type: Services

Contractors Name: Pizzo & Associates, Ltd.

Contract Description: Police Station Stewardship 2015-17

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
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 16, 2015

Mr. Mason Shank
General Manager – Southern Territory
Pizzo & Associates, Ltd.
P.O. Box 98
Leland, Illinois 60531

RE: NOTICE TO PROCEED- Police Station Stewardship 2015-2017

Dear Mr. Shank:

Enclosed is a copy of the contract dated May 29, 2015 for Police Station Stewardship program 2015-2017 in an amount not to exceed Thirty Three Thousand Five Hundred Fifty and No/100 (\$33,550.00) Dollars for the three (3) years.

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

The Village has processed Purchase Order #15-001605 for the first year of this contract and emailed it to you on June 8, 2015. 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. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

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

John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, Illinois 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton

James V. Dodge

Patricia A. Gira

Carole Griffin Ruzich

Daniel T. Calandriello

Michael F. Carroll

May 29, 2015

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

NOTICE OF AWARD – Police Station – Native Landscape Stewardship 2015-17

Dear Mr. Shank:

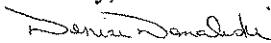
This notification is to inform you that on May 4, 2015, the Village of Orland Park Board of Trustees approved awarding Pizzo & Associates, Ltd. the contract in accordance with the proposal you submitted dated March 18, 2015, for Police Station – Native Landscape Stewardship 2015-17 for an amount not to exceed Thirty Three Thousand Five Hundred Fifty and No/100 (\$33,550.00) 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 12, 2015.

- I am attaching the Contract for Police Station – Native Landscape Stewardship 2015-17. 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 ensure that a current certificate of insurance for this work is provided to the Village upon renewal each year.

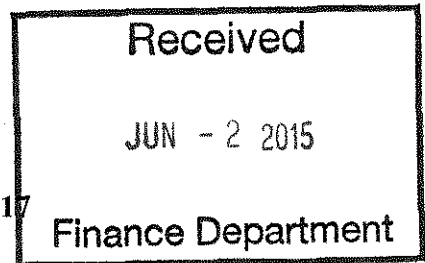
Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed and current certificate of insurance are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal 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@orlandpark.org.

Sincerely,


Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
Police Station – Native Landscape Stewardship 2015-17
(Contract for Services)



This Contract is made this **29th day of May, 2015** 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 March 18, 2015 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 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 March 18, 2015 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:

YEAR	LABOR	MATERIALS	PRESCRIBED FIRE	TOTAL
2015	\$ 7,000.00	\$ 1,250.00	\$ 4,400.00	\$ 12,650.00
2016	\$ 7,000.00	\$ 1,250.00	N/A	\$ 8,250.00
2017	\$ 7,000.00	\$ 1,250.00	\$ 4,400.00	\$ 12,650.00
				\$ 33,550.00

TOTAL: an amount not to exceed Thirty Three Thousand Five Hundred Fifty and No/100 (\$33,550.00) Dollars

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

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

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by **December 31, 2017** (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, 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.

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:

Mason Shank
Pizzo & Associates, LTD
PO Box 98
Leland, Illinois 60531
Telephone: 815-495-2300
Facsimile: 815-498-4406
e-mail: masons@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: Ellen J. Baer

Print name: ELLEN J. BAER

Its: ASSISTANT VILLAGE MANAGER

Date: 6/3/15

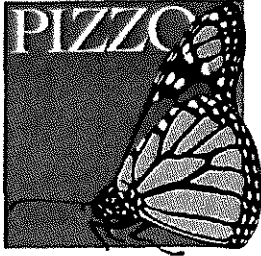
FOR: THE CONTRACTOR

By: Mason Shank

Print name: Mason Shank

Its: General Manager - Southern Territory

Date: 6/1/2015



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

STEWARDSHIP PROPOSAL

For: The Village of Orland Park

Project: Police Headquarters – Native Landscape Stewardship 2015-2017

This agreement, made and entered into Wednesday, March 18, 2015 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.

GENERAL STEWARDSHIP 2015-2017

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

1. 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.
2. Pizzo will collect the seeds of the native plants to disperse into the open areas during the growing season.
3. Pizzo will make preparations for prescribed fire, if applicable for the given year. Firebreaks, where necessary, will be installed prior to the 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.
3. Mow all restored areas, if necessary, to control invasive flora and allow light to the ground for new seedlings.
4. Plant supplemental native seed and/or plugs at Pizzo's discretion to increase native plant competition & biodiversity (if necessary, this item may be paid for out of the "Labor" budget line).

PRESCRIBED FIRE 2015 & 2017

To improve the ecological and aesthetic quality of the site, Pizzo utilizes prescribed fire. The use of fire allows us to efficiently clear excess biomass that accumulates over time in naturalized areas. The results of such action typically include increased biodiversity, greater plant community health, increased control of certain invasive species of plants and an increase in aesthetic quality. Two burns are included, one to occur in 2015 and a second to occur in 2017.

Pizzo & Associates, Ltd. will obtain the necessary permits and notify appropriate fire departments and safety jurisdictions prior to the burn. The Owner/Agent shall notify neighbors when applicable. The Owner/Agent will provide a copy of a "Plat of Survey" for definitive location of burn boundaries.

Our fire crew is comprised of trained crew leaders knowledgeable in the fuel types present. The fire crew will create needed firebreaks and place necessary signage prior to the burn. The areas to be burned will contain some unburned refuge for animal species or refuge can be found on adjacent unburned habitat. It is possible that local conditions could cause the burn unit to burn poorly when all conditions are within parameters. Due to the unpredictability of the weather during the burn season, which occurs from approximately November 1 through April 30, the typical notice to the owner for a controlled burn will be 24-48 hours. As the weather is a factor it may also be necessary to postpone the burn to the next burn season. No guarantee/warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. Landscape plantings, mulch beds and above ground utilities in or close proximity to the burn unit could sustain damage due to heat/flames shall not be covered and the owner/agent agrees to hold Pizzo & Associates, Ltd. harmless. The Owner/Agent acknowledges that there will be smoke generated by the prescribed fire. If the conditions are acceptable to the contractor for ignition of the prescription fire and it is forced to shut down due to no fault of its own, the full balance will be due. Any return trip to complete the fire will be billed at the aforementioned rates.

NOTE: \$400.00 of the total cost of the Prescribed Fire will be billed to the Owner/Agent prior to execution of the burn for Permitting & Notifications.

ESTIMATED STEWARDSHIP SCHEDULE*

Month	Herbicide	Mow	Collect & Disperse	Burn Prep	Burn
April	X			X	X
May	X	X	X	X	X
June	X	X	X		
July	X	X			
August	X	X			
September	X	X			
October	X	X	X	X	
November	X		X	X	X
December - March	X		X	X	X

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

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 piles on site to be removed by Pizzo.
- 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.
- I. Pizzo will take over the management of the mulched native beds, an area not previously under our management.
- J. The supplemental planting line item includes the purchase of native plant plugs, native gallon size plants, native seed, and/or hardwood mulch.

III. COMPENSATION

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

General Stewardship - Not to exceed \$7,000.00 per year

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

Herbicide - Herbicide will be billed per gallon applied at market rates

Supplemental Planting - Not to exceed \$1,250

Plant material- Plants, mulch, and seed will be billed at market prices. Approval of plant and other material must be provided prior to procurement.

Prescribed Fire - \$4,400 billed lump sum per occurrence.

Anticipated Cost Schedule:

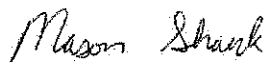
YEAR	LABOR	MATERIALS	PRESCRIBED FIRE	TOTAL
2015	\$ 7,000.00	\$ 1,250.00	\$ 4,400.00	\$ 12,650.00
2016	\$ 7,000.00	\$ 1,250.00	\$ -	\$ 8,250.00
2017	\$ 7,000.00	\$ 1,250.00	\$ 4,400.00	\$ 12,650.00
EXPECTED TOTAL OF STEWARDSHIP COSTS				\$ 33,550.00

IV. AGREEMENT

The term of this contract shall be 01/28/2015 through 12/31/2017.

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


 Mason Shank
 Pizzo & Associates, Ltd.
 01.28.2015
 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:	Accounts Payable - Barb O'Brien
Company Name:	Village of Orland Park
Street Address 1:	14700 S. Ravinia Ave
Street Address 2:	
City, State, & Zip Code:	Orland Park, IL 60462
Main Phone:	708-403- 125 6184
Mobile Phone:	
Fax:	708-403-9212
e-mail:	accounts payable@orlandpark.org

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.



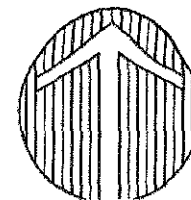
**Orland Park Police
Department Naturalized Areas
Stewardship Map**

15100 S. Ravinia
Orland Park, IL

110075-00-ORLA

2015-2017 Stewardship &
Potential Prescribed Burn
Areas

NORTH



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