

PROPOSAL FOR WORK

PIZZO & ASSOCIATES, LTD.

Ecological Restoration & Planning
10729 Pine Road, PO Box 98
Leland, IL 60531
PH: 815.495.2300 / FX: 815.498.4406

Project Number: 118029-P-MUIR
Project Ecologist: Nick Kinsella
Mobile Phone: 815-826-1081
e-mail Address: nick@pizzo.info

PROJECT:

Project Name: Muirfield / Churchill Dr. Pond Restoration
Project Address: Churchill Dr.
Orland Park, IL
Project Contact: Matthew Creed
Village of Orland Park
Parks Dept. Operations Manager

Proposal Based On:

Wage Rate: Standard / Non-Union / Non-Prevailing

Project Estimate:

Muirfield / Churchill Dr. Pond Restoration

WORK SHALL INCLUDE:

BASE BID:					
Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	2018 Pond Restoration / Seed Installation: Price includes cutting and stump treating all undesirable woody plants and removing them from the site. All existing herbaceous species will be eradicated with a series of three herbicide applications. The restoration area as defined in (Red) on the attached site map will be prepared by physically removing all remaining dead vegetation and scarifying the soil to receive new seed. Pizzo & Associates will install new native seed, custom seed mixes will be selected for this site and installed with broadcast spreaders. New seed will be covered with NAG-75 Straw Blanket, to prevent erosion and protect seed installed on side slopes.	Lump Sum	1	\$11,357.00	\$11,357.00
2	2018 Stewardship: Following the Seed Installation Pizzo & Associates will perform routine stewardship of the Approx. (.35 Acre) area highlighted in (Red) on the attached site map. Stewardship will include a minimum of 2 visits through the end of the year to control invasive species and promote growth of native plant material.	Per Visit	2	\$1,345.00	\$2,690.00
3	2019 Stewardship: As the new seed starts to become established Pizzo & Associates will increase routine stewardship of the Approx. (.35 Acre) area highlighted in (Red) on the attached site map. Stewardship will include a minimum of 5 visits throughout the year to control invasive species and promote growth of native plant material.	Monthly Installments	8	\$845.00	\$6,760.00
4	2020 Stewardship: As the new seed starts to become established Pizzo & Associates will increase routine stewardship of the Approx. (.35 Acre) area highlighted in (Red) on the attached site map. Stewardship will include a minimum of 5 visits throughout the year to control invasive species and promote growth of native plant material.	Monthly Installments	8	\$845.00	\$6,760.00
TOTAL	BASE BID				\$ 27,567.00

ALTERNATE BID:					
Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	2018 Native Plug Planting: Installation of (2,100) live emergent bare root plants & wetland plugs within the restoration area, from the normal water level to 3 feet up the slope. Planting of plugs will reduce establishment time and enhance the overall ecology of the site promoting a more successful restoration.	Lump Sum	1	\$6,937.00	\$6,937.00
2	2018 Goose Enclosure: To protect the newly installed bare root & wetland plants within the restoration area, Pizzo will install waterfowl protection fencing on both sides of the planting area. Fencing will remain up until the plants have become fully established and no longer at risk of being damaged by waterfowl.	Lump Sum	1	\$5,531.00	\$5,531.00
TOTAL	ALTERNATE BID				\$ 12,468.00

Note: Removal of deleterious material from soils placed in the planting area is not included.

Note: Finished grading must be completed and accepted by the owner's representative or authorized agent of the client before mobilization takes place.

Note: This proposal is based on a single mobilization; subsequent mobilizations may incur additional costs.

AGREEMENT:

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.

Matthew Creed
Village of Orland Park

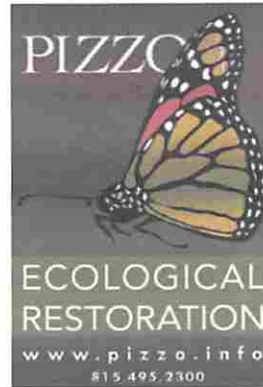
Date:

Nick Kinsella
Pizzo & Associates, Ltd.

Date: 3/19/2018

The terms of this proposal are valid for thirty (30) days from the date of this proposal

3/19/2018





**Village of Orland Park:
Muirfield / Churchill Dr.**

Pond Restoration

Orland Park, IL

118029-P-MUIR

Nick Kinsella

03/19/2018

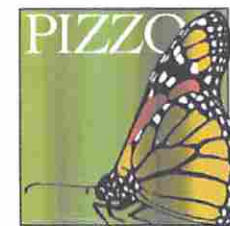
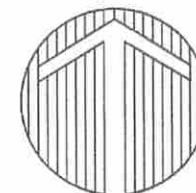
Shoreline Area: ■

Approx. Area .35 Acres

Access Area: ■

Approx. Area .10 Acres

NORTH



Pizzo & Associates, Ltd.
ECOLOGICAL RESTORATION
10729 Pine Road • Leland, IL 60531
tel 815-495-2300 • fax 815-498-4406

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.