

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

**Legistar File ID#:** 2013-0253

**Innoprise Contract #:** C13-0075

**Year:** 2013

**Amount:**

**Department:** Parks & BM - Frank Stec/Gary Couch

**Contract Type:** Services

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

**Contract Description:** Stormwater Basin Management - Restoration & Maintenance on as needed basis:

C17-0053 Stewardship 2017-19 (Royal Oaks, Preston, Persimmon Meadow, Marley Blvd Middle & South, Lakeshore North)

C17-0059 Stewardship 2017-2020 Laurel Hill Pond

C18-0093 Arbor Ridge West Pond Restoration and Stewardship 2018-2020

C19-0133 (2019-0637) Anthony Dr Pond Restoration & Stewardship  
2020-2022

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



**TRUSTEES**  
Kathleen M. Fenton  
James V. Dodge  
Daniel T. Calandriello  
William R. Healy  
Cynthia Nelson Katsenes  
Michael R. Milani

September 26, 2019

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

RE: Anthony Drive Pond Shoreline Restoration & Stewardship 2020-2022

Dear Mr. Pizzo:

Enclosed is the signed proposal for Anthony Drive Pond Shoreline Restoration & Stewardship 2020-2022. Please attach this to the Basin Restoration & Maintenance – General Contract dated July 31, 2013. All terms of the general contract shall apply.

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

Sincerely,

Denise Domalewski  
Purchasing & Contract Administrator

Encl:

cc: Gary Couch  
Mike Mazza

# 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:	114035-00-ORLA
Project Ecologist:	Nick Kinsella
Mobile Phone:	815-826-1081
e-mail Address:	nிக்க@pizzo.info

### PROJECT:

Project Name:	Orland Park: 2019 Pond Restoration
Project Address:	Orland Park, IL
Project Contact:	Michael Mazza
	Village of Orland Park
	Operations Manager

### Proposal Based On:

Wage Rate:	Standard
Taxes Included:	YES

### Project Estimate:

Anthony Drive Pond Shoreline Restoration

### WORK SHALL INCLUDE:

BASE BID:					
Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	<b>2019 Woody Clearing:</b> Includes clearing of all unwanted brush and trees up to 6" DBH, cut stumps will be treated with herbicide to prevent resprouts. Cut material will be chipped and hauled off site.	Lump Sum	1	\$913.28	\$913.28
2	<b>2020 Growing Season Herbicide Treatments:</b> Includes (2) complete herbicide treatments throughout the restoration area to eliminate all existing herbaceous plant material.	Lump Sum	1	\$426.85	\$426.85
3	<b>Site Preparation:</b> Includes mowing to eliminate all standing dead vegetation from the site in preparation for seeding. Also includes shoreline regrading where needed to create a uniform slope to the waters edge.	Lump Sum	1	\$1,153.86	\$1,153.86
4	<b>Native Seeding:</b> Includes the installation of custom native seed mix designed specifically for this site, all seeded area will be covered with NAG S-75 Straw Erosion Control Blanket.	Lump Sum	1	\$1,166.14	\$1,166.14
5	<b>Shoreline Plug Planting:</b> Includes installing (750) live native plugs throughout the (250 LF) restoration shoreline.	Lump Sum	1	\$2,808.53	\$2,808.53
6	<b>Stewardship Year #1:</b> Includes (4) complete stewardship visits throughout the first year following restoration.	Year	1	\$4,518.00	\$4,518.00
7	<b>Stewardship Year #2:</b> Includes (5) complete stewardship visits throughout the first year following restoration.	Year	1	\$5,674.20	\$5,674.20
8	<b>Stewardship Year #3:</b> Includes (5) complete stewardship visits throughout the first year following restoration.	Year	1	\$5,674.20	\$5,674.20
<b>TOTAL</b>	<b>BASE BID</b>				<b>\$22,335.07</b>

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.

*This proposal falls under the Master Agreement 7/31/13 terms.*

### 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.

*Michael Mazza*  
Village of Orland Park

Date:

*8-23-19*

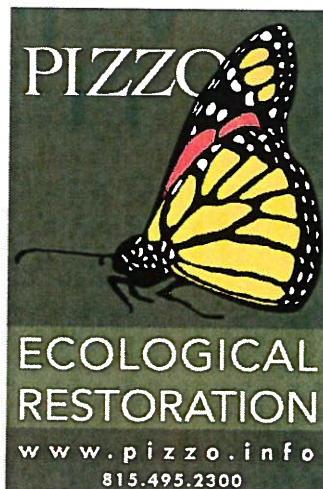
Nick Kinsella  
Pizzo & Associates, Ltd.

Date:

8/22/2019

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

8/22/2019



## 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.

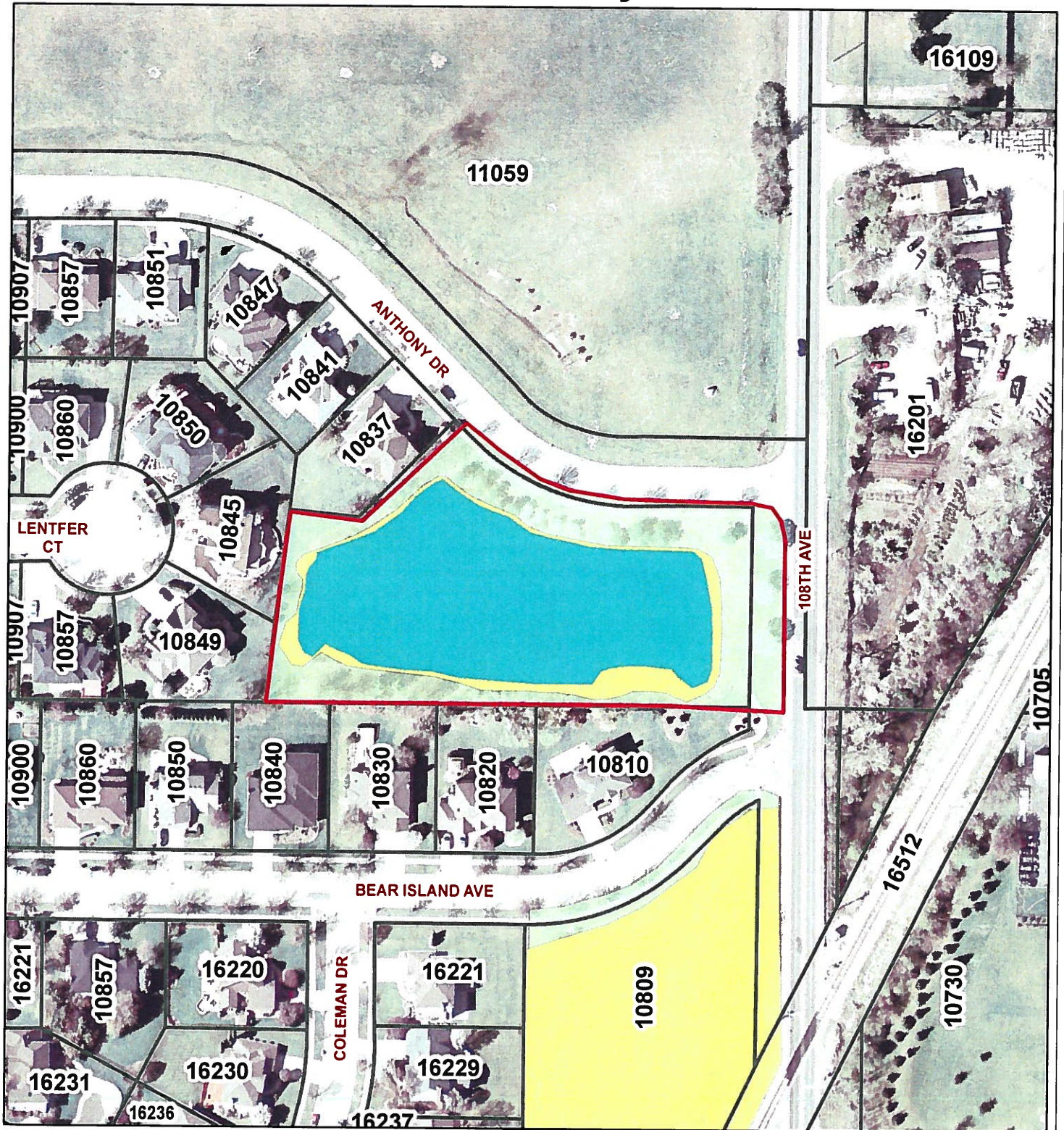
**CONDITIONS:** The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner 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.

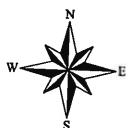


Anthony Drive Pond  
20-07  
10831 Anthony Dr



**Legend**

- Manmade Features
- Water
- Natural Vegetation
- Mowable Area



Aerial Taken: 2015  
Last Updated: 03 May 2017

True Mowing Area: 0.78 ac  
Contract: 1143