

April 29, 2026

Mr. Tyler Hartman  
 Village of Orland Park  
 15655 S. Ravinia Avenue  
 Orland Park, IL 60462

**Subject: 2026 Pond Restoration Projects**

Dear Mr. Hartman:

Thank you for the opportunity to provide this Proposal for services related to pond restoration at Village Square Pond (9023 Rutherford Lane) and Brook Hill Pond #2 (11818 Brook Hill Drive). For your review, we have enclosed our scope of work based on our understanding of your request for services.

The work includes shoreline and ditch restoration work at two of Orland Park’s ponds. We are confident you will find Baxter Woodman Natural Resources, LLC. provides exceptional expertise, service, and value. Please call us with any questions regarding this proposal and supporting documents.

A detailed summary of our proposed scope of services and fees is as follows:

## Scope of Services

2026 POND RESTORATION PROJECTS, ORLAND PARK, IL _ OPC					
ITEM	DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL COST
<b>VILLAGE SQUARE POND</b>					
1	MOBILIZATION	0.7	LS	\$50,000.00	\$35,000.00
2	BRUSH CLEARING	0.1	AC	\$70,000.00	\$7,000.00
3	EXCAVATION	1	LS	\$40,000.00	\$40,000.00
4	SILT CURTAIN	1400	LF	\$18.00	\$25,200.00
5	STONE TOE STABILIZATION	1200	LF	\$145.00	\$174,000.00
6	24" STORM SEWER EXTENSION @ NE CORNER	8	LF	\$500.00	\$4,000.00
7	NATIVE SEEDING OF 40' BUFFER	0.5	AC	\$4,000.00	\$2,000.00
8	EROSION CONTROL BLANKET - SC150BN	2420	SY	\$6.00	\$14,520.00
9	TEMPORARY CONSTRUCTION ENTRANCE	1	LS	\$5,500.00	\$5,500.00
				SUB-TOTAL	\$307,220.00
<b>BROOK HILL POND #2</b>					
12	MOBILIZATION	0.3	LS	\$120,000.00	\$36,000.00
13	BRUSH CLEARING	0.15	AC	\$95,000.00	\$14,250.00
14	EXCAVATION	1	LS	\$25,000.00	\$25,000.00
15	NATIVE SEEDING	0.75	AC	\$4,000.00	\$3,000.00
16	EROSION CONTROL BLANKET - SC150BN	3630	SY	\$5.75	\$20,872.50
17	DEWATERING	1	LS	\$4,500.00	\$4,500.00
18	TEMPORARY CONSTRUCTION ENTRANCE	1	LS	\$5,500.00	\$5,500.00
				SUB-TOTAL	\$109,122.50
<b>CONSTRUCTION TOTAL</b>					<b>\$416,342.50</b>
* NOTE THAT ALL COSTS ARE PREVAILING WAGE					

## Fee

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The Owner shall pay Baxter & Woodman Natural Resources for the services performed or furnished with a lump sum amount of **\$416,342.50**.

The proposal expires in 60 days.

## Exceptions

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The work does not include obtaining permits or associated permit fees.

## Schedule

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The Construction Project schedule will be set when Orland Park signs the contract.

## Standard Terms and Conditions

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The attached Standard Terms and Conditions apply to this proposal.

## Acceptance

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Thank you for the opportunity to submit our proposal for this Project. Upon your written authorization to proceed, we will begin the engineering and permitting work immediately. Please contact Coilin McConnell at 815-444-3205 or [cmccconnell@baxterwoodman.com](mailto:cmccconnell@baxterwoodman.com) if you should have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN NATURAL RESOURCES, LLC



Coilin P. McConnell, CWS, DECI  
Natural Resources Manager



Craig D. Mitchell, PE  
Vice President

Village of Orland Park

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN NATURAL RESOURCES, LLC (“BWNR”). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE “AGREEMENT”.

**Owner’s Responsibility** – Provide BWNR with all criteria and full information for the “Project”, which is generally otherwise identified in the Letter Proposal. BWNR will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards (“Owner Affiliates”) without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BWNR. BWNR and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BWNR is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BWNR’s work shall be extended and the rates and amounts of BWNR’s compensation shall be equitably adjusted in a written instrument executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitutes BWNR’s estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BWNR invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**Opinion of Probable Construction Costs** - BWNR’s opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BWNR has no control over construction costs or contractor’s methods of determining prices, or over competitive bidding, or market conditions. BWNR cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BWNR’s opinion of probable construction costs.

**Standards of Performance** – (1) The standard of care for all services performed or furnished by BWNR will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BWNR makes no warranties, express or implied, in connection with its services; (2) BWNR shall be responsible for the technical accuracy of its services and documents; (3) BWNR shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BWNR may employ such sub-consultants as BWNR deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BWNR is not acting as a municipal advisor as defined by the Dodd-Frank Act. BWNR shall not provide advice or have any responsibility for municipal financial products or securities.

**Insurance** - BWNR will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker’s Compensation	Statutory Limits	
Automobile Liability:	\$1 million combined single limit	
Commercial General Liability:	\$1 million each occurrence	\$2 million general aggregate
Excess Umbrella Liability	\$5 million each occurrence	\$5 million general aggregate
Professional Liability:	\$1 million per claim	\$2 million aggregate
Pollution Liability:	\$1 million each occurrence	\$2 million general aggregate

In no event will BWNR’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BWNR’s under this Agreement. Any claim against BWNR arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BWNR’s directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** – (1) To the fullest extent permitted by law, BWNR shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) caused by the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only

to the extent caused by any grossly negligent act or omission of BWNR; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BWNR and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BWNR waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BWNR and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BWNR is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BWNR agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BWNR, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

**Use of Documents** - All BWNR documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BWNR to Owner pursuant to this Agreement) are instruments of service and BWNR retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BWNR or its consultant. Electronic format of BWNR's design documents may differ from the printed version and BWNR bears no liability for errors, omissions or discrepancies. Reuse of BWNR's design documents is prohibited and Owner shall defend and indemnify BWNR from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BWNR's document retention policy after Project closeout.

**Successors, Assigns, and Beneficiaries** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BWNR to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BWNR and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful, litigation may be pursued in the federal courts of the United States or the courts of the State of Illinois, in each case located in the County of McHenry.

**Miscellaneous Provisions** - (1) This Agreement is to be governed by the law of the state of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BWNR, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.