

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2020-0171

Innoprise Contract #: C20-0049

Year: 2020+

Amount:

Department: Parks & Grounds - Mike Mazza

Contract Type: Master Agreement - Maintenance

Contractors Name: Davey Resource Group, Inc.

Contract Description: Ecological Restoration Services
Exhibit B: C21-0007 2020-0845 Arbor Ridge Pond Shoreline Stewardship
Renewal 2021-2023
Master Agreement - 2020-0171 - Backdated MSA to initial contract date
April 1, 2020. The fully executed contract was not found so PW worked
with KTJ and VMO to reissue a fully executed contract.

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VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2020-0171

File ID: 2020-0171

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 02/26/2020

Agenda Entry: Ecological Restoration Contractor Services - RFQ
20-004

Final Action: 03/16/2020

Title: Ecological Restoration Contractor Services - RFQ 20-004

Notes:

Sponsors:

Res/Ord Date:

Attachments: BidNet Audit Report, Tabulation, Signed Agreement -
Pizzo, Signed Agreement - Cardno, Signed
Agreement - V3, Signed Exhibit B- V3

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Parks and Grounds Department	03/16/2020	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	03/16/2020	APPROVED Aye: 7 Nay: 0	Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau			Pass

Text of Legislative File 2020-0171

Title/Name/Summary

Ecological Restoration Contractor Services - RFQ 20-004

History

Since the initiation of the Village's Basin Best Practices Program in 2011, the Village has awarded shoreline restoration and stewardship projects to two (2) pre-qualified contractors, Pizzo and Associates and V3 Companies of Illinois. In that time, both companies have met or exceeded expectations in terms of professional qualifications and

job performance. However, in the interest of expanding the pool of pre-qualified contractors to ensure the Village is receiving the highest quality service at the most competitive price, the Village issued a Request for Qualifications (RFQ 20-004) for Ecological Restoration Contractor Services on January 17, 2020.

The intent of the RFQ was to create a list of no fewer than three (3) pre-qualified contractors from which to solicit proposals for various Village ecological restoration projects. Ecological Restoration Contractor ("ERC") services will be primarily under the direction of the Village of Orland Park Parks and Grounds Department.

The majority of the ERC work will be performed at one of the existing 180 Village-owned storm water basin shorelines, although installation and maintenance projects involving prairie, wetland, woodland or other restoration projects are also included in the scope of work. Examples of this type of work would include the restoration of Humphrey Woods or the maintenance of the 20-acre prairie at Stellwagen Farm.

By the submission deadline on January 31, 2020, the Village had received the following seven (7) qualifying submissions:

- Cardno, Inc.
- Davey Resource Group, Inc.
- ENCAP, Inc.
- Pizzo and Associates, Ltd
- Semper Fi Land Services, Inc.
- Tallgrass Restoration, LLC
- V3 Companies of Illinois, Ltd

A Selection Committee of two (2) Village staff members and one (1) consultant from Hey and Associates were chosen to evaluate submittals, conduct interviews and recommend a list of ERCs to the Village Board for approval. The Selection Committee used the scope of services and review criteria outlined in the RFQ to evaluate each submission. The selection committee created a shortlist of five (5) candidates from the seven (7) submissions.

Interviews were conducted on February 11th and 12th. Ultimately, the Selection Committee decided that the following (4) contractors were the best qualified ERC:

- Cardno, Inc.
- Davey Resource Group, Inc.
- Pizzo and Associates, Ltd.
- V3 Companies of Illinois, Ltd.

Each contractor demonstrated the ability and qualifications to successfully complete the full range of projects required by a Village ERC. As such, the Selection Committee recommends Cardno, Inc., Davey Resource Group, Inc., Pizzo and Associates, Ltd., and

V3 Companies of Illinois, Ltd. as pre-qualified Ecological Restoration Contractor Services to the Village. If approved, a master agreement will be established with each of these four (4) contractors, however, Board approval is required before specific projects may commence.

Recommended Action/Motion

I move to approve the selection of Cardno, Inc., Davey Resource Group, Inc., Pizzo and Associates, Ltd., and V3 Companies of Illinois, Ltd. as pre-qualified to provide Ecological Restoration Contractor Services to the Village.



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Davey Resource Group, Inc. FOR Ecological Restoration Services
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made the 1st day of April, 2020, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Davey Resource Group, Inc. (hereinafter referred to as "Consultant"). Village and Consultant may be referred to in this Agreement individually as a "Party" or jointly as the "Parties". This Agreement governs all purchased Products and Services, as set forth below, provided by Consultant to the Village.

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Consultant will provide the Services, Products and/or Deliverables set forth in one or more separately defined "Scope of Services" as set forth in each proposal and further described below:

Provide ecological restoration services (ERS) for Village ecological restoration projects as defined in each proposal attached as Exhibit B to this agreement. For each project, the VILLAGE will request CONTRACTOR to meet with Village staff on site to discuss project scope and approach, submit a work proposal and complete work within an agreed upon schedule. The WORK may include:

Storm Water Basin Shoreline Restoration Projects: The majority of ERS work will be performed at existing storm water basin shorelines, and include but not limited to; tree planning and removal, slope regrading and stabilization, erosion control, native plug and seed plantings, plug planting, prescribed burns, and multi-year maintenance stewardships. All shoreline projects include a project establishment year, followed by three (3) years of maintenance and management (stewardship).

Ecological Restoration Projects: Installation and maintenance projects involving prairie, wetland, woodland or other restoration.

Projects involving earthwork may require prevailing wage.
(collectively referred to as the "Services")

The Consultant's proposal(s) is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). Consultant and Village recognize that Consultant's Services may include working on various projects for the Village. Consultant shall issue a new Statement of Work and obtain the approval of Village prior to the commencement of any new project. Further, if Village requests or requires any change that either expands or limits the Services or Deliverables defined in the Statement of Work, Consultant will follow the Change Control procedures defined in the Statement of Work. This Agreement includes the terms, conditions and specifications set forth in this Agreement, Request for Qualifications (RFQ), Request for Proposal ("RFP"), and/or Purchase Orders. This Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications or on any other documents submitted by the Consultant. Any provisions in the Consultant's proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in this Agreement, RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of this Agreement, RFQ, RFP, and/or Purchase Order shall control.

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2. Payment:

- A. Contract Sum: The Contract Sum for the Consultant's performance of the Services (the "Contract Sum") shall be calculated as set forth in Exhibit A, which is attached hereto and incorporated herein, but in no event shall the Contract Sum exceed the not-to-exceed amount contained in each Exhibit B.

To the extent required by applicable Law or requested by the Village, the Consultant must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all subcontractors, consultants, agents or any other person or entity with which the Consultant contracts to perform a portion of the Services (the Consultant Related Parties) retained by the Consultant in connection with the performance of the Services, together with a lien waiver from the Consultant and each such Consultant Related Party covering the amounts for which payment is then being sought.

- B. Payment: The Village will pay all amounts properly owing to the Consultant as set forth in each invoice pursuant to the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.). Village will pay Consultant within thirty (30) days approval of each invoice as provided in 50 ILCS 505/4.C.
- C. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant and/or any Consultant Related Party, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- D. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. To the extent the Illinois Department of Transportation ("IDOT"), the Federal Transit Administration ("FTA") or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.

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- E. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Contract Documents: This Agreement is a Master Services Agreement and shall be the agreement for all projects authorized by the Village. Specific projects under this Agreement shall be authorized in writing by the Village by a proposal or purchase order, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit A and attached to this Agreement as Exhibit A. The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
- ☒ Scope of Services as set forth in the Consultant's original proposal (Exhibit A)
 - ☒ Schedule of Fees in subsequent proposal (Exhibit B)
- In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
- A. Time is of the essence in this Contract. This Agreement shall commence on April 1, 2020. The Services to be performed by the Consultant under the Contract Documents shall commence no later than 30 days after the execution of each proposal and receipt of a Notice to Proceed (hereinafter the "Commencement Date"), and shall be completed no later than by the agreed upon time frame per proposal for each event (hereinafter the "Completion Date"), barring only Acts of God to include but not limited to, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Consultant, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor or consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
- B. Progress Reports. If requested by the Village, the Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in a federal or state court with jurisdiction over Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

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7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Mike Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
Email: mmazza@orlandpark.org

To the Contractor:

Name: Nazario Rivas
Davey Resource Group, Inc.
5300 Wellington Branch Drive, Suite 100
Gainesville, VA, 20155
Telephone: (630) 559-2035
e-mail: Nazario.Rivas@davey.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

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- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" included as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be included and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form”, then the Consultant shall be required to name the “Village of Orland Park, and its officers, officials, employees, agents and volunteers” as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable.
 - (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iii) Workers’ Compensation Insurance:
Such coverage as required by the Workers’ Compensation Act of the State of Illinois with coverage of statutory limits and Employers’ Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the “Village of Orland Park, its officers, officials, employees, agents and volunteers” for losses arising from work performed by the Consultant for the Village.
 - (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
 - (v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability coverages.
 - (vi) ☐ Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required (with exception for the Professional Liability) shall have the Village of

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Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, 30 days' notice will be delivered in accordance with the policy provisions.

- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies or certified copies, with proprietary information redacted, for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance including the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies, with proprietary information redacted, of the insurance policies and endorsements.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every

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subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Consultant and any Consultant Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Consultant, any Consultant Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case.

In addition to the indemnification provided above, Consultant will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Consultant, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party pursuant to any common law or case.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to

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indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees. Consultant's indemnity, defense, and hold harmless obligations will not extend to any claim or liability that is alleged to be caused by the Sole negligence or willful misconduct of the indemnified party or other third party not controlled by Consultant; rather, such indemnification claims will be administered based upon a determination of the degree of comparative fault of each party.
- E. The provisions of this Paragraph 12 shall survive any termination of the Contract.
- F. Consultant retains the right to select counsel reasonably acceptable to the indemnified party, the indemnified party will provide reasonable cooperation and not unreasonably withhold consent to settle any claims for which Consultant is providing defense or indemnification.

13. Village Confidential Information:

- A. Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Consultant in the course of its performance of Services hereunder. Confidential Information will include Deliverables, business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.
- B. Use of Confidential Information. The Consultant (i) will use Confidential Information only in connection with Consultant's performance of the Services, and (ii) will not disclose Confidential Information except to the Consultant's employees and Consultant Related Parties to the extent such employees or Consultant Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Consultant wishes to disclose Confidential Information to a Consultant Related Party, the Village must first consent to such disclosure and the Consultant Related Party must agree in writing to be bound by the terms and conditions of this Paragraph 13, in a document satisfactory to the Village. The Consultant will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Consultant, including Consultant's employees and Consultant Related Parties. This section does not apply to any information that (a) the Consultant can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Consultant develops independently without use of any Confidential Information, (c) the Consultant rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Consultant must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.
- C. Authority Confidential Information. The Consultant understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software shall not alter the Consultant's obligations and the Village's rights with respect to Confidential Information described in Section 13.B above.

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14. Standard of Performance: The Consultant must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard"). All Services shall be performed by the Consultant in a prompt and expeditious manner and the Consultant shall be responsible for all Services provided under this Agreement whether such Services are provided by the Consultant or by Consultant Related Parties hired by the Consultant. The Consultant will perform the Services promptly and without unreasonable delay and will give all Services such priority as is necessary to cause the Services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices and standards. The Consultant and any Consultant Related Party must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any laws, the Consultant and all Consultant Related Parties must be suitably licensed or certified to perform the Services. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial

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interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

- H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: In the performance of the Services, the Consultant shall comply, and must cause any Consultant Related Party to comply, and must ensure that the Services comply, with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the "Human Rights Act") or the rules and regulations (the "Rules and Regulations") of the Illinois Department of Human Rights (for the purposes of this Article 10, the "Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

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- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the Consultant's obligations under the Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subConsultant. In the same manner as with other provisions of this Agreement, the Consultant will be liable for compliance with applicable provisions of this clause 10.1 by such subConsultant s, and it will promptly notify the Village and the Department in the event any subConsultant fails to or refuses to comply therewith. In addition, the Consultant will not utilize any subConsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Public Works Employment Discrimination Act: The Consultant certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.). In confirmation and furtherance of the foregoing, the Consultant agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village, including without limitation, the Services to be provided pursuant to this Agreement.

Drug-Free Workplace: The Consultant certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and that it will comply with all provisions thereof.

Disadvantaged Business Enterprise Assurance: In accordance with 49 CFR Part 26.13(a), as amended, the Consultant assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation ("USDOT") or in the administration of its Disadvantaged Business Enterprise ("DBE") program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Consultant assures the Village that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Consultant's DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Consultant, and failure to carry out its terms shall be treated as a violation of this Agreement.

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Upon notification to the Consultant of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., as amended. The Consultant further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its Consultant Related Parties agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. 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. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village 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 under this agreement.
21. Independent Contractor : It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the

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Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.

22. Duration: This Master Services Agreement shall be in effect upon execution, and the Village, for its convenience, may terminate this Agreement with fifteen (15) days prior written notice, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal. Without invalidating this Agreement or any other Scope of Work in progress at the time, any single Scope of Work may be terminated upon fifteen (15) days' notice to Consultant, and neither Party shall have any further liability thereunder. Consultant may terminate this Agreement for its convenience upon fifteen (15) days prior written notice to Village. The termination of this Agreement will not terminate it with relation to any existing or in-process Work or Services, but only with relation to future Services or Work rendered by Consultant.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the Parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire

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agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

32. **No Liability of Public Officials.** No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee or Consultant Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.
33. **No Liability of Funding Agencies.** IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Consultant or Consultant Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Consultant or Consultant Related Parties
34. **Developments and Intellectual Property Rights.**
 1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Consultant or any of its employees, agents or Consultant Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Consultant or the Consultant Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Consultant hereby assigns (and agrees to cause all Consultant Related Parties to assign) to the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Consultant's (or the Consultant Related Parties') entire right and interest in any such Development, and will execute (or cause the Consultant Related Parties to execute) any documents in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Consultant agrees to enter into agreements with all of its Consultant Related Parties necessary to establish the Village's ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)), and the Consultant agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Consultant made prior to the Consultant's retention by the Village, or to any inventions that the Consultant develops without using any of the Village's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village's business or research, or the Services the Consultant performs for the Village. The Consultant hereby grants to the Village (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion

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of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, worldwide, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Consultant will provide to the Village materials that are not Developments only to the extent the Consultant has the right to make the foregoing license.

2. This Agreement will not preclude the Consultant from using its general knowledge, skills and experience for its other clients, provided that the Consultant does not use in connection therewith any Developments or Confidential Information
 3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Consultant will immediately provide to the Village the then-current version of any Developments in the Consultant's possession, indexed and arranged to the satisfaction of the Village.
35. Joint and Several Liability. In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation and undertaking of each such individual or other legal entity.
36. No Waiver No course of dealing or failure of the Village and/or the Consultant to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Davey Resource Group, Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Karen Wise
on 2022-10-21 19:22:29 GMT

By: E-SIGNED by George Koczvara
on 2022-10-24 15:29:47 GMT

Name: Karen Wise

Name: George Koczvara

Its Vice President, Environmental Consulting & Authorized Agent

Title: Village Manager

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal(s)

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

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January 2020



ECOLOGICAL RESTORATION CONTRACTOR SERVICES

Prepared for:

**Office of the
Village Clerk**

John C. Mehalek
Village Clerk
14700 South Ravinia Ave
Orland Park, IL 60462

Prepared by:

Davey Resource Group

2727 IL 53
Long Grove, IL 60047
920.427.2335
dave.neu@davey.com

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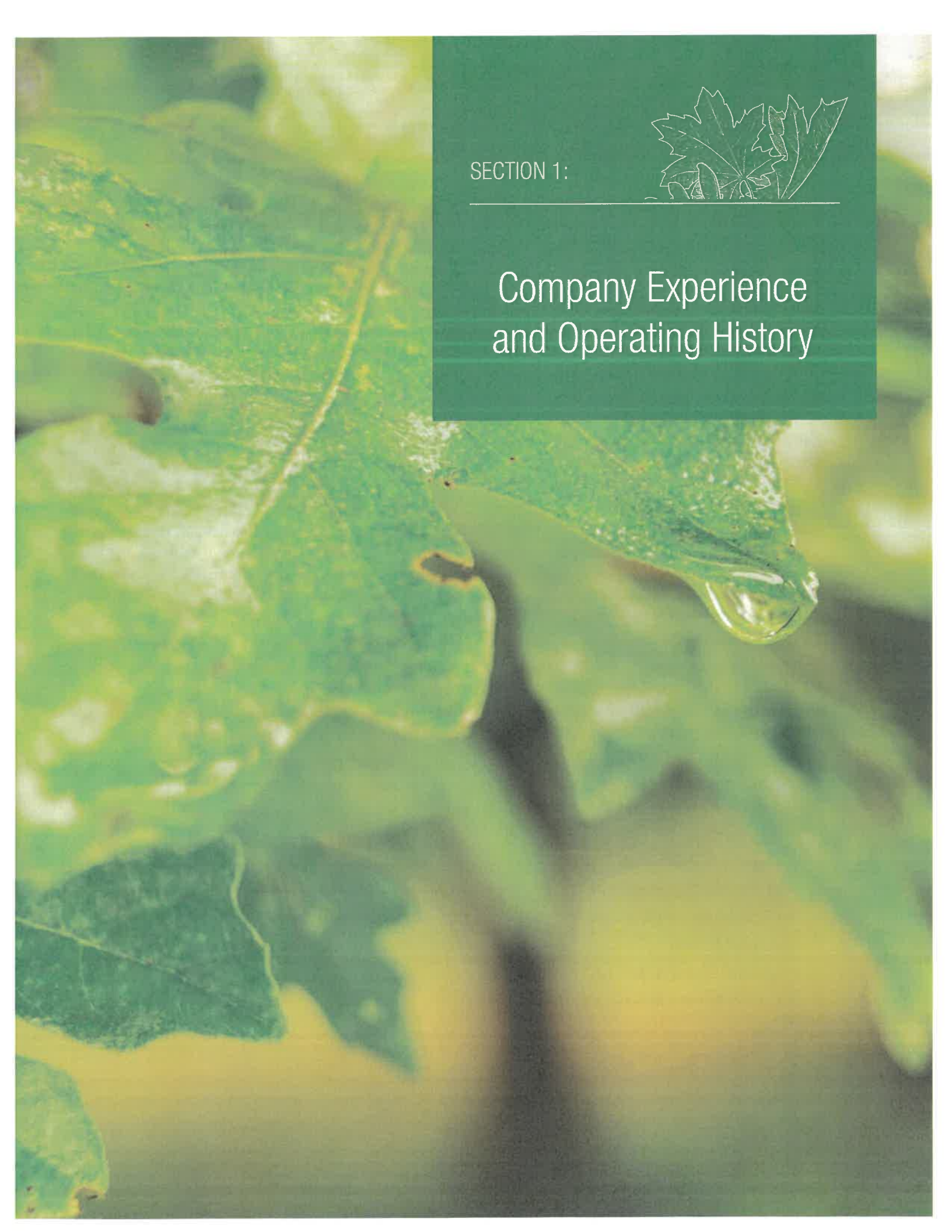
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SECTION 1:



Company Experience and Operating History



COMPANY EXPERIENCE AND OPERATING HISTORY

Davey Resource Group, Inc. (DRG), a wholly-owned subsidiary of the Davey Tree Expert Company, launched in 1992 and has been providing environmental and urban forestry consulting services to state and local governments, utility and energy companies, and other private sector clients for 27 years. Headquartered in Kent, Ohio, DRG provides services through 20+ regional offices around the country. Offices closest to the project area are located in Long Grove and Elmhurst, IL. In 2020, there will be a maximum complement of 36 people on staff.

DRG is fully staffed with professional scientists and technicians specializing in environmental planning, botany, forestry, wetlands science, hydrology/soils, zoology, and GIS and computer science. DRG's wetlands scientists are certified through the U.S. Army Corps of Engineers to conduct wetlands delineations and certified as Professional Wetland Scientists (PWS) through the Society of Wetland Scientists.



Our extensive experience and familiarity with natural resources and other ecological conditions throughout the United States enables us to quickly and accurately assess large land areas for the presence of wetlands and other water resources; natural habitats; rare or protected species; historic, cultural, and education assets; scenic resources; and other ecologically significant areas. This allows DRG to provide valuable information to assist our clients in managing these resources.

DRG works hard to consistently meet established deadlines and complete projects at or below their estimated budgets. DRG aims to ensure that our work helps our clients accomplish their goals and objectives, and strives to provide successful strategies that maximize their investment.

In addition to our qualified staff's education and professional experience, we also maintain the following list of professional certifications:

- Certified Ecological Restoration Practitioner
- Certified Professional in Erosion and Sediment Control
- Professional Wetland Scientist
- Certified Arborist
- Certified Watershed Steward
- Certified Municipal Specialist
- Certified Forester
- Qualified Tree Risk Assessor
- Certified Forestry Management Plan Writer
- Construction Safety
- Adult First Aid/CPR/AED
- Certified Commercial Pesticide Applicator
- Certified Erosion, Sediment, and Stormwater Inspector
- Professional Engineer
- Professional Surveyor
- Rosgen Applied Fluvial Morphology (Levels I-IV)

QUALITY SERVICE

DRG ensures quality expectations are met and exceeded by including the following protocol as standards of excellence in our professional practices:

- **Professionalism:** Our personnel follow all Davey, OSHA, and ANSI standards. Our staff will represent the municipality honorably in tenor, presentation and content. Issues about property appearances often incites impassioned dialog. DRG personnel are level-headed, kind, and courteous when responding to public commentary.
- **Communications:** DRG personnel are committed to responding to information requests the same day or the next business day by a phone call or email. They will attend and participate in meetings through the progress of the work. Reports will be completed electronically to document record of requests, correspondence and outcomes.
- **Documentation and recordkeeping practices:** Prior to implementing the contract, we will meet with and collaborate with the municipality manager to develop a matrix for tracking our activities, and other deliverables. A meeting calendar will be identified to review work requests, compliance measures, and departmental communication outcomes to ensure the contract is performing as intended. The Project Manager will provide monthly updates of services provided in the format preferred by the municipality and will participate in monthly process meetings, either in person, telephone, or web-conference.
- **Training:** Quality control is intended to ensure quality service. The DRG team participates in advanced training and certifications. DRG employees receive monthly safety reviews, quarterly IT security training, and annual ethics and harassment training

FINANCIAL STABILITY, CAPACITY, AND RESOURCES

DRG and our parent company the Davey Tree Expert Company, have no financial issues. We are a solvent, employee-owned business. We present the necessary facilities, ability, experience and financial resources to provide the services specified within this proposal. Our presence and unified teams strategically situated throughout the country provide the capacity for DRG to support several projects simultaneously. Our resources are sound. Our financial stability, national presence, capacity, personnel, client focus and reputation for first-rate work are many of the attributes our clients appreciate. We have the means to complete the jobs we start—on time and within budget.

INSURANCE

Davey Resource Group and the Davey Tree Expert Company carry liability insurance for every project. Our insurance carriers are Marsh USA Inc. and Aon Risk Services Northeast, Inc. Although we are certified for very high liability coverage, not every client or situation requires high limits. Therefore, we generally rely on our clients to identify the amount needed, which we then match. That stated, our general liability insurance per occurrence and the aggregate is \$2 million dollars. Aon Risk Services Northeast, Inc. carries our professional liability including errors and omissions to \$2 million dollars. Marsh USA Inc. covers the other insurance aspects including auto with limits from injury per person and per occurrence and property damage (\$2 million dollars). Workers' Comp coverage is obtained as required by each state. Upon Notice of Award, DRG will fulfil all insurance requirements.

SECTION 2:



Qualifications



STAFF QUALIFICATIONS

Project Management:

See Appendix A for full resumes on the personnel presented below.

Employee	CLS Position	Restoration Experience	Certifications	Training & Experience
Ken Willis	Area Manager	26 years	- NWCG S130/S190/S290/I100 - IDNR Burn Boss - CPBM 10-149 - Commercial Driver's License	- OSHA 30 hour - Jobsite Safety / PPE Usage - Invasive Species Identification and Removal - Native Species Identification - Small Equipment Operation - Seed and Plant Installation - Site Assessment
Nazario Rivas	Sr Operations Manager	21 years	- NWCG S130/S190/I100 - IDNR Burn Boss - CPBM 10-115 - DRG CPR/First Aid Instructor - DRG UTV Safety Training Instructor - Commercial Driver's License	- OSHA 30 hour - Jobsite Safety / PPE Usage - Invasive Species Identification and Removal - Native Species Identification - Small Equipment Operation - Heavy Equipment Operation - Seed and Plant Installation - Site Assessment
Keith Sykora	Associate Consultant/Project Manager	5 years	- NWCG S130/S190/S290/I100 - IDNR Burn Boss - CPBM 14-516 - Commercial Driver's License - Certified Arborist	- Jobsite Safety / PPE Usage - Invasive Species Identification and Removal - Native Species Identification - Small Equipment Operation - Seed and Plant Installation - Site Assessment
Dave Neu	Project Developer	33 years	Certified Wildlife Biologist, and Landscape Design	- Jobsite Safety / PPE Usage - Invasive Species Identification and Removal - Native Species Identification - Site Assessment

Native Seeding:

Governors State University

1 University Drive, University Park, IL 60484

Project Scope: 12.5 acres of Prairie Seeding Performed within the campus' "Butterfly Ranch" in 2018

Seed mixes included Prairie Moon's: Pollinator-Palooza seed mix, Pretty Darn Quick seed mix, and their Short Sedge Meadow seed mix. Seeding was performed with a tractor and truax slit seeder.

Client Contact: Jeff Stevenson, Director & Curator, Nathan Manilow Sculpture Park and Visual Arts Gallery
(773) 398-5765
jstevenson@govst.edu

Sanctuary of Bull Valley Master Operating Association

Fairview Circle, Woodstock, IL 60098

Project Scope: 10.5 acres of prairie seeding performed in "Outlot Q" in 2018. "Outlot Q" is a common space complete with a walking trail behind the homes within Fairview Circle. In total, over 240 acres of natural area with a range of ecotypes including prairie, savanna, and woodland have been seeded in phases within the Sanctuary of Bull Valley Master Operating Association property dating back to 2012.

Client Contact: Jack Porter, Consultant
(815) 378-9306
jporterassoc@gmail.com

Fort Sheridan

Highland Park, Illinois

Project Scope: Davey Resource Group, Inc. was awarded the restoration work at the U.S. Army Corp of Engineers Ft. Sheridan project. The project area was comprised of three separate properties covering over 170 acres of Lake County Illinois coastal ravines and Lake Michigan bluff. Over the course of the three year project, 120 acres have been seeded with native species.

Client Contact: Adam Carver
(773) 380-0700
adamcarver@johnkeno.com





Native Tree & Shrub Planting:

Kane County Forest Preserve District

Project Scope: Reforestation at Leroy Oaks, Kenyon Farms, Fitchie Creek, and Freeman Kame Forest Preserves completed in 2017. At LeRoy Oaks Forest Preserve 40 balled and burlapped hardwood trees of 2" dbh were installed at a distance of 40 feet apart. All trees were watered and mulched at installation. Staking & guying were done for support. At Kenyon Farms Forest Preserve 20 balled and burlapped hardwood trees of 2" dbh were installed at a distance of 40 feet apart. All trees were watered and mulched at installation. Staking & guying were done for support. At Fitchie Creek Forest Preserve 40 balled and burlapped hardwood trees of 2" dbh were installed at a distance of 40 feet apart. All trees were watered and mulched at installation. Staking & guying were done for support. At Freeman Kame Forest Preserve 40 balled and burlapped hardwood trees of 2" dbh were installed at a distance of 40 feet apart. All trees were watered and mulched at installation. Staking & guying were done for support.

Client Contact: Chess, Restoration Ecologist
(630) 649-1395
ChessPatrick@kaneforest.com

Fort Sheridan

Highland Park, Illinois

Project Scope: Davey Resource Group, Inc. was awarded the restoration work at the U.S. Army Corp of Engineers Ft. Sheridan project. The project area was comprised of three separate properties covering over 170 acres of Lake County Illinois coastal ravines and Lake Michigan bluff. Total number of trees and shrubs installed was 15,648, over a three year period 2016-18.

Client Contact: Adam Carver
(773) 380-0700
adamcarver@johnkeno.com

McMaster-Carr Supply Co.

600 County Line Road, Elmhurst, IL 60126

Project Scope: McMaster-Carr is a corporate campus with over 7 acres of sustainable native landscaping. In 2015 Davey Resource Group converted the traditional landscape (ornamentals and turfgrass) to a native landscape. As part of the installation, hundreds of native trees and shrubs with a variety of sizes were installed.

Client Contact: Steve Bohn(630) 617-4631
steve.bohn@mcmaster.com

Controlled Burns:

Gary Airport-Tolleston Dune & Swale Restoration

Project Scope: Approximately 69 acres successfully burned in 2019. The burn unit consisted of a dune and swale savanna ecosystem. Primary fuels were areas of cut brush/trees, leaf litter, and any grasses/forbs.

Client Contact: Ryan Allison
(574) 229-5078
Ryan.allison@cardno.com



Libertyville Township Canterbury Property

27998 N. Butterfield Rd, Vernon Hills, IL 60061

Project Scope: Approximately 129 acres successfully burned in 2019. Unit A: 49.5ac, grass/forb prairie mixed with cool season grass, small wetland pocket near cul-de-sac, and numerous fire intolerant trees in groupings throughout unit. Unit B: 60.8ac, prairie grass and forb dominated upland with large wetland complex on eastern and southern portions of unit. Unit C: 19.1 ac, mixed prairie/wetland.

Client Contact: Jonathan Happ
(847) 561-2145
jhapp@libertyvilletownship.us

Biesecker Prairie Nature Preserve

Cedar Lake, IN 46303

Indiana Department of Natural Resources

Project Scope: A 13 acre burn unit within the 34 acre preserve was successfully burned in 2019. The site consists of a mosaic of tallgrass prairie, mesic prairie, and wetland.

Client Contact: Tom Post
(219) 921-6714
TPost@dnr.in.gov

Native Landscape Maintenance:

Kimball Farms Master Association

Breezeland Road X Westwood, Carpentersville, IL

The Kimball Farms subdivision is a single-family and townhome community located on the west side of Carpentersville, IL with over 30 acres of natural areas, two community parks, and an elementary school. In 2019 Davey Resource Group executed the stewardship at Kimball Farms Master Association as part of a 3 year contract. Stewardship activities executed included a prescribed burn, spot treating invasive species with herbicide, and brush cutting activities.

Client Contact: Don Rage, Property Manager
(847) 742-5555
ragemanagement@sbcglobal.net

Lake Barrington Community Homeowners Association

64 Old Barn Road, Lake Barrington, IL 60010

Lake Barrington Shores is a 500 acre private community nestled around Lake Barrington and along the fairways of Lake Barrington Shores Golf Club. The natural areas occupy 16.5 acres of the landscape and include a wide variety of natural area habitats including prairie, savanna, woodland, and wetland. In 2019 Davey Resource Group executed the first year of a 5 year contract on the maintenance of the natural areas within the Lake Barrington Community Homeowners Association (LBCHA).

Client Contact: William Metzler, Landscape Manager
(224) 475-3711
wllmmtzlr@yahoo.com

Oak Brook Park District

Dean Nature Sanctuary, 115 Canterbury Lane, Oak Brook, IL 60523

Dean Nature Sanctuary is a 40 acre nature preserve with a unique combination of ecosystems, with oak savannah, wetland, pond, and prairie habitats living in very close proximity. In 2019 Davey Resource Group executed the stewardship at Dean Nature Sanctuary. Stewardship activities included a prescribed burn, brush mowing, wetland plug installation, supplemental seeding of warm season native grasses, spot treating invasive species with herbicide, and removal of volunteer trees.

Client Contact: Bob Johnson, Director of Parks and Planning
(630) 280-5469
bjohnson@obparks.org

PESTICIDE APPLICATORS:

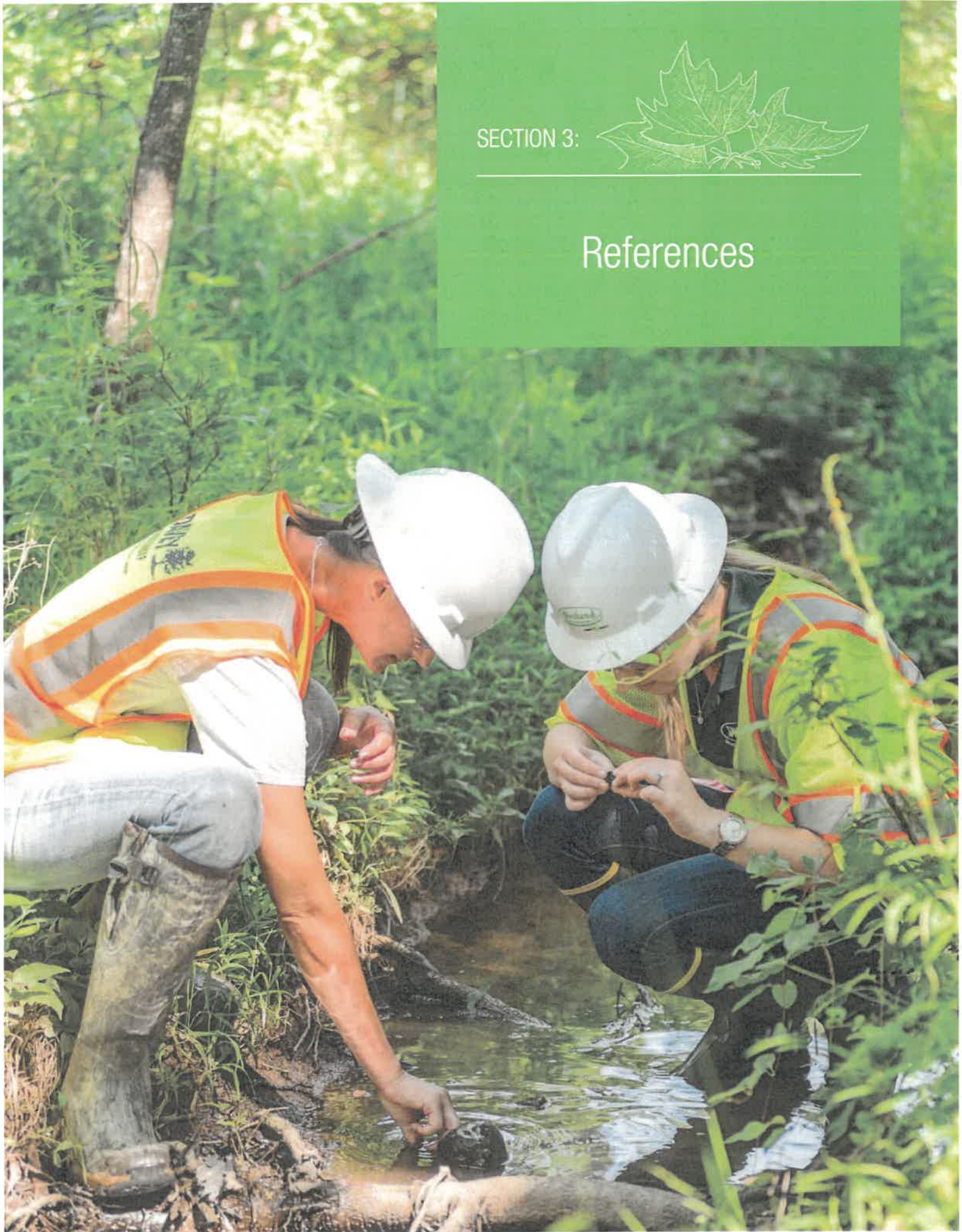
The following list denotes the number of licensed pesticide applicators available for this project. Please see Appendix B for copies of current licenses.

Employee	Certification	License #	Expires
Betancourt-Szymanowska, Amanda	Applicator Aquatic	CA103429	12/31/2021
Brehm, Derek	Applicator forest - Plant Mgmt	CA98577	12/31/2019
Fogel, Ron	Operator	CO9048	12/31/2021
Butler, Greg	Applicator Right of Way	CA103103	12/31/2019
Granholm, Billy	Applicator Right of Way	CA103249	12/31/2021
Grommes, Jennifer	Applicator Aquatic	CA101031	12/31/2021
Kattner, Joshua	Applicator Turf	CA99887	12/31/2019
Lazzara, Anthony	Applicator Right of Way	CA103115	12/31/2021
Lindemann, Josh	Applicator Right of Way	CA85127	12/31/2021
Obenhau, Nicholas	Applicator Right of way, Aquatic	CA85133	12/31/2021
Polanski, Tyler	Applicator Right of Way	CA100049	12/31/2021
Polz, Michael	Applicator, Aquatic	CA103384	12/31/2021
Rich, Colin	Applicator, Forest	CA103302	12/31/2021
Ritzenthaler, Bill	Applicator Right of Way	CA100441	12/31/2019, retested sent app
Rivas, Nazario	Applicator Right of Way	CA103353	12/31/2021
Sykora, Keith	Applicator Right of Way	CA55151	12/31/2020

SECTION 3:



References



REFERENCES:

City of Hobart, IN

414 Main Street
Hobart, IN 46342

Sherryl Doerr
Education/Outreach Facilitator
sdoerr@cityofhobart.org
(219) 942-3619

Tim Kingsland
tkingsland@cityofhobart.org
(219) 942-3619

Park District of Highland Park

636 Ridge Road
Highland Park, IL 60035

Rebecca Grill
rgrill@pdhp.org
847-570-4087

Village of Libertyville

118 W. Cook Avenue
Libertyville, IL 60048

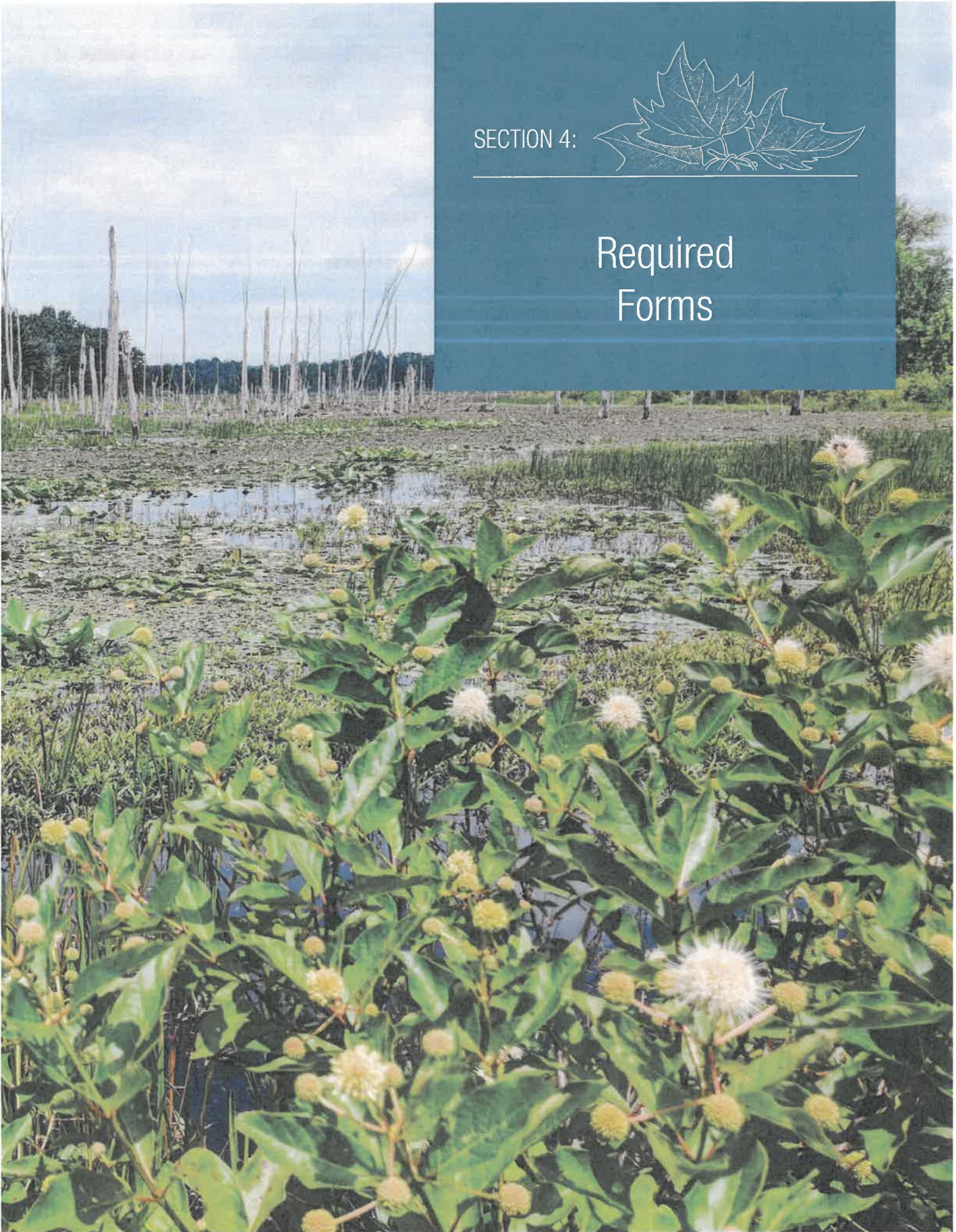
David Thornborough
dthornborough@libertyville.com
847-918-2076



SECTION 4:



Required Forms



 ORLAND PARK
PROPOSAL SUMMARY SHEET
RFQ # 20-004
Ecological Restoration Contractor Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: DAVEY RESOURCE GROUP, INC.

Street Address: 910 S. RIVERSIDE DR., SUITE 5

City, State, Zip: ELMHURST IL 60126

Contact Name: DAVE NEU

Phone: 920-427-2335 Fax: _____

E-Mail address: DAVE.NEU@DAVEY.COM

Signature of Authorized Signee: 

Title: PROJECT DEVELOPER

Date: 1/24/2020

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned KEN WILLIS, as AREA MANAGER
 (Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of DAVEY RESOURCE GROUP, INC. certifies that:
 (Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☐ No ☐

Federal Employer I.D.#: 92-1948628
 (or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation DELAWARE DEC. 31, 2019
 (State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARASSMENT POLICY: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this contract may be subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of the Contractor bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Contractor shall pay not less

than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>).

The undersigned Contractor further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

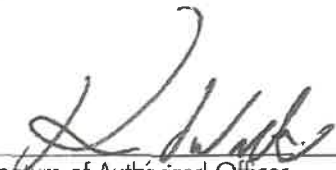
6) TAX CERTIFICATION: Yes ☒ No ☐

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:


Signature of Authorized Officer

Ken Williams
Name of Authorized Officer

ABR. Manager
Title

1.27.2020
Date

 **ORLAND PARK
INSURANCE REQUIREMENTS**

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer.

ACCEPTED & AGREED THIS 24th DAY OF JANUARY, 2020



Signature

KEN WILLIS - AREA MANAGER
Printed Name & Title

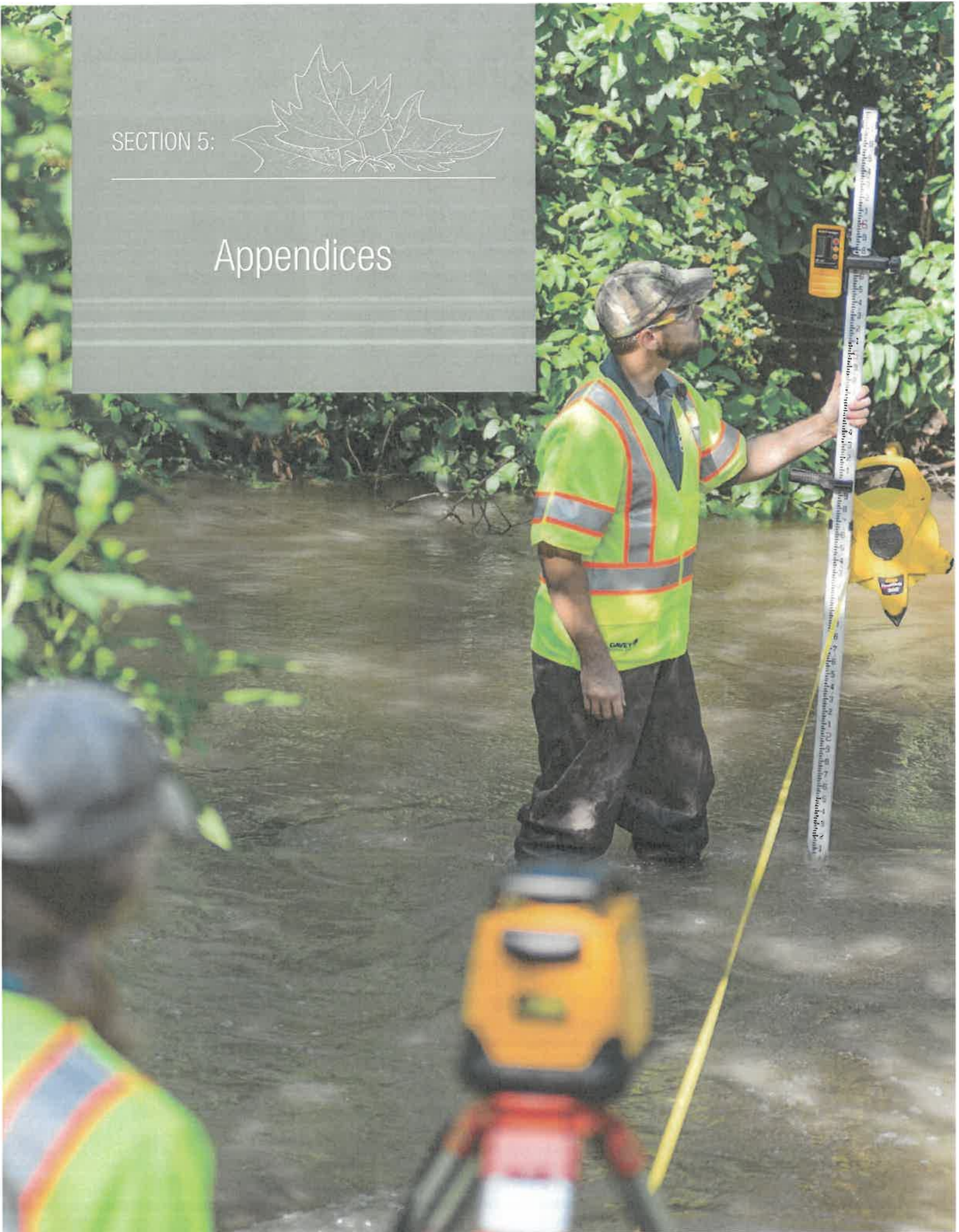
Authorized to execute agreements for:

DAVEY RESOURCE GROUP, INC.
Name of Company

SECTION 5:



Appendices



APPENDIX A: STAFF PROFILES



Ken Willis

Coordinator, DRG

Mr. Willis has over 22 years of design/build experience, as well as developing solutions to sensitive site development issues involving various ecological restoration initiatives. Mr. Willis started Conservation Land Stewardship (CLS) in 1999. His company's name recognition, culture, and commitment to quality lead the ecological restoration industry in the greater Chicago region. In 2015, CLS was purchased by The Davey Tree Expert Company.

Mr. Willis is responsible for all aspects of sales and business development; operations; and business management for DRG's Long Grove and Elmhurst, IL offices. He spends a significant amount of time in the field training and working with staff to ensure quality project delivery.

Mr. Willis has worked with various commercial and government clients such as: Openlands; John Keno and Company; U.S. Army Corps of Engineers; City of Chicago; Lake County Stormwater Agency; Wisconsin DOT; and Cook, Lake, and DuPage County Forest Preserve Districts.

Education:

- Purdue University, B.S., Landscape Architecture, 1994

Affiliations & Certifications:

- Wildland Fire Training, S130/S190/I100 Certified, National Wildfire Coordinating Group
- Certified Prescribed Burn Manager, Illinois DNR
- IL Pesticide Commercial Applicator, Illinois Dept. of Agriculture
- American Society of Landscape Architects, Member
- OSHA 30-HR Training

Experience

- DRG (previously Conservation Land Stewardship, LLC), Elmhurst, IL, 1999-present
- Van Zelst, Inc., Wadsworth, IL, 1995-99
- The Lannert Group, St. Charles, IL, 1994-95
- DuPage County Forest Preserve District, Wheaton, IL, 1992



Nazario Rivas

Senior Operations Manager, DRG

Nazario Rivas is the senior operations manager with the Davey Resource Group (formerly Conservation Land Stewardship, LLC).

Mr. Rivas has over 19 years of experience in both traditional and sustainable landscape construction and ecosystem restoration. His work includes habitat restoration, native plant installation, stewardship, coastal shoreline/streambank stabilization, ravine/bluff restoration, wetland mitigation, water run-off solutions, bioswales, rain gardens, green roofs, prescribed burning, permeable paving, retaining walls, and other sustainable hardscapes.

As senior operations manager, he is responsible for organizing and facilitating all crew activities and field operations of the company. His activities include direct client contact, supervision of staff, daily scheduling, equipment and vehicle maintenance, training, safety, sales, preparing/reviewing and implementing work/construction plans, QA/QC of work, profitability analysis/tracking, and supervision of subcontractors as merited.

Projects include work with various commercial and government clients including: McMaster-Carr; Indiana DNR; Openlands; Metropolitan Water Reclamation District; U.S. Army Corps of Engineers; and DuPage, Will, Lake, and Kane County Forest Preserve Districts. Mr. Rivas is proficient in natural plant flora and woody identification, operation of heavy equipment, and is fluent in Spanish.

Affiliations & Certifications:

- Class-A Commercial Driver's License
- Wildland Fire Training, S130/S190/I100 Certified, National Wildfire Coordinating Group
- Certified Prescribed Burn Manager, Illinois DNR
- IL Pesticide Commercial Applicator, Illinois Dept. of Agriculture
- OSHA 30-HR Training

Experience

- DRG (previously Conservation Land Stewardship, LLC), Elmhurst, IL, 2000-Present
- Tatanka, Inc., Brookfield, IL, 1999
- Pizzo & Associates, Inc., Leland, IL, 1997-1999



Keith Sykora

Associate Consultant, DRG

Keith Sykora is an associate consultant with the Davey Resource Group (formerly Conservation Land Stewardship, LLC).

Mr. Sykora has over six years of experience in vegetation management and ecosystem restoration. His work includes invasive species control, habitat restoration, native plant installation, and prescribed burning.

As an associate consultant, he manages various projects, prepares and implements work/construction plans and schedules, bids work, leads work crews, performs final QA/QC of work, tracks project profitability, and supervises subcontractors, including WBE/MBE tracking as merited. He works closely with contracting managers and project ecologists.

Education:

- College of DuPage, Certificate of Horticulture, 2013
- College of DuPage, Certificate in Sustainable Landscapes, 2012
- Southern Illinois University
- B.A., Mass Communication & Media Arts, 2005

Affiliations & Certifications:

- Illinois Pesticide Applicator's License
- S-190 Intro to Wildland Fire Behavior
- S-130 Basic Firefighting Training
- S-290 Intermediate Wildland Fire Behavior
- Certified Prescribed Burn Manager, Illinois, DNR
- ISA Certified Arborist
- Class A Commercial Drivers License

Experience

- DRG (previously Conservation Land Stewardship, LLC), Elmhurst, IL, 2018-Present
- Pizzo & Associates, Ltd., Leland, IL, 2012-2018



Dave Neu

Project Developer, DRG

Mr. Neu is an accomplished natural resources program and organization leader who has served over 30 years in both government and non-profit roles. His work has included native prairie and wetland restorations, wildlife surveys and population management, public outreach

and education, strategic partnerships, and planning. Mr. Neu has led the management of tens of thousands of acres of public and private programs, as well as conservation initiatives throughout the Midwest.

As Project Developer, he grows the core services and builds relationships for Davey Resource Group, works to promote opportunities with others, and identifies opportunities for growth.

Education:

- B.S., Wildlife Management/Biology, 1984, University of Wisconsin-Stevens Point

Affiliations & Certifications:

- Certified Wildlife Biologist
- Certified in Landscape Design

Experience

- DRG (previously Conservation Land Stewardship, LLC)
- Conserve Lake County, Grayslake, IL, 2015-2016
- Sand County Foundation, Madison, WI, 2012-2015
- Minnesota Dept. of Natural Resources, New Ulm, MN, 2011
- National Wild Turkey Federation, Upper Midwest Region, 2000-11
- Wisconsin Dept. of Natural Resources, Oshkosh, WI, 1987-2000

APPENDIX B: PESTICIDE APPLICATOR LICENSES

ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS LIC# CA103429 EXPIRES December 31, 2021 CONSERVATION LAND STEWARDSHIP AMANDA BETANCOURT-SZYMANOWSKA 910 SOUTH RIVERSIDE DR ELMHURST IL 60126 _____ SIGNATURE	 (FOLD LINE)	ILLINOIS PESTICIDE ID CARD LIC# CA103429 USAPLANTS ID: 000WDJ COMMERCIAL APPLICATOR General Standards Aquatic IL406-1122 X021-406-0030
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ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS LIC# CO9048 EXPIRES December 31, 2021 CONSERVATION LAND STEWARDSHIP RONALD A FOGEL 910 SOUTH RIVERSIDE DR ELMHURST IL 60126 _____ SIGNATURE	 (FOLD LINE)	ILLINOIS PESTICIDE ID CARD LIC# CO9048 USAPLANTS ID: 000WDJ COMMERCIAL OPERATOR General Standards <u>APPLICATOR NAME & CATEGORIES</u> KEITH R SYKORA General Standards Right-of-Way IL406-1122 X021-406-0030
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ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS LIC# CA103103 EXPIRES December 31, 2022 DAVEY RESOURCE GROUP, INC GREGORY JAMES BUTLER 910 SOUTH RIVERSIDE DR ELMHURST IL 60126 _____ SIGNATURE	 (FOLD LINE)	ILLINOIS PESTICIDE ID CARD LIC# CA103103 USAPLANTS ID: 000WDJ COMMERCIAL APPLICATOR General Standards Right-of-Way IL406-1122 X021-406-0030
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ID
CARDILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CA103249

EXPIRES December 31, 2021

CONSERVATION LAND STEWARDSHIP
WILLIAM A GRANHOLM
910 SOUTH RIVERSIDE DR
ELMHURST IL 60126

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA103249

USAPLANTS ID: 000WDJ

COMMERCIAL APPLICATOR

General Standards

Right-of-Way

SIGNATURE

IL406-1122 X021-406-0030

ID
CARDILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CA103031

EXPIRES December 31, 2021

CONSERVATION LAND STEWARDSHIP
JENNIFER GROMMES
910 SOUTH RIVERSIDE DR
ELMHURST IL 60126

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA103031

USAPLANTS ID: 000WDJ

COMMERCIAL APPLICATOR

General Standards

Aquatic

SIGNATURE

IL406-1122 X021-406-0030

ID
CARDILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CA103115

EXPIRES December 31, 2021

CONSERVATION LAND STEWARDSHIP
ANTHONY LAZZARA
910 SOUTH RIVERSIDE DR
ELMHURST IL 60126

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA103115

USAPLANTS ID: 000WDJ

COMMERCIAL APPLICATOR

General Standards

Right-of-Way

SIGNATURE

IL406-1122 X021-406-0030

ID
CARDILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOISLIC# CA85127
EXPIRES December 31, 2021DAVEY RESOURCE GROUP, INC
JOSHUA M LINDEMANN
910 SOUTH RIVERSIDE DR
ELMHURST IL 60126

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA85127 USAPLANTS ID: 000WDJ
COMMERCIAL APPLICATORGeneral Standards
Right-of-Way

SIGNATURE

IL406-1122 X021-406-0030

ID
CARDILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOISLIC# CA85133
EXPIRES December 31, 2021DAVEY RESOURCE GROUP, INC
NICHOLAS ALLYN OBENAUF
910 SOUTH RIVERSIDE DR
ELMHURST IL 60126

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA85133 USAPLANTS ID: 000WDJ
COMMERCIAL APPLICATORGeneral Standards
Aquatic
Right-of-Way

SIGNATURE

IL406-1122 X021-406-0030

ID
CARDILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOISLIC# CA100049
EXPIRES December 31, 2021DAVEY RESOURCE GROUP, INC
TYLER S POLANSKI
910 SOUTH RIVERSIDE DR
ELMHURST IL 60126

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA100049 USAPLANTS ID: 000WDJ
COMMERCIAL APPLICATORGeneral Standards
Right-of-Way

SIGNATURE

IL406-1122 X021-406-0030

ID
CARDILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS		ILLINOIS PESTICIDE ID CARD
LIC# CA103384 EXPIRES December 31, 2021		
DAVEY RESOURCE GROUP, INC MICHAEL J POLZ 910 SOUTH RIVERSIDE DR ELMHURST IL 60126	(FOLD LINE)	General Standards Aquatic

ID
CARDILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS		ILLINOIS PESTICIDE ID CARD
LIC# CA103302 EXPIRES December 31, 2021		
CONSERVATION LAND STEWARDSHIP COLIN M RICH 910 SOUTH RIVERSIDE DR ELMHURST IL 60126	(FOLD LINE)	General Standards Forest
SIGNATURE		IL406-1122 X021-406-0030

ID
CARDILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS		ILLINOIS PESTICIDE ID CARD
LIC# CA103353 EXPIRES December 31, 2021		
CONSERVATION LAND STEWARDSHIP NAZARIO RIVAS 910 SOUTH RIVERSIDE DR ELMHURST IL 60126	(FOLD LINE)	General Standards Right-of-Way
SIGNATURE		IL406-1122 X021-406-0030

ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS



LIC# CA55151
EXPIRES December 31, 2020

DAVEY RESOURCE GROUP, INC
KEITH R SYKORA
910 SOUTH RIVERSIDE DR
ELMHURST IL 60126

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA55151 USAPLANTS ID: 000WDJ
COMMERCIAL APPLICATOR

General Standards
Right-of-Way

SIGNATURE

IL406-1122 X021-406-0030

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Karen M. Wise,
(Enter Name of Person Making Certification)

as Vice President, Environmental Consulting
(Enter Title of Person Making Certification)

and on behalf of Davey Resource Group, Inc., certifies that:
(Enter Name of Business Organization)

1) A BUSINESS ORGANIZATION: Yes ☒ No ☐

Federal Employer I.D. #: 82-1948528
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

☐ Sole Proprietor
☐ Independent Contractor (*Individual*)
☐ Partnership
☐ LLC
☒ Corporation Delaware 2019
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned ☐	Small Business ☐ (SBA standards)
Women-Owned ☐	Prefer not to disclose ☐
Veteran-Owned ☐	Not Applicable ☒
Disabled-Owned ☐	

How are you certifying? **Certificates Attached** ☐ **Self-Certifying** ☐

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned ☐	Small Business ☐ (SBA standards)
Women-Owned ☐	Prefer not to disclose ☐
Veteran-Owned ☐	Not Applicable ☒
Disabled-Owned ☐	

3) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes ☒ No ☐

The Bidder is authorized to do business in the State of Illinois.

4) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes ☒ No ☐

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

5) **SEXUAL HARRASSMENT POLICY COMPLIANT:** Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT:** Yes ☒ No ☐

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the

Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) PREVAILING WAGE COMPLIANCE: Yes [x] No []

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day

of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **TAX COMPLIANT:** Yes ☒ No ☐

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Karen Wise

Signature of Authorized Officer

Karen M. Wise

Name of Authorized Officer

Vice President, Environmental Consulting

Title

09/21/2022

Date



ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form.

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability

\$500,000 – Each Accident \$500,000 – Each Employee

\$500,000 – Policy Limit

Blanket Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence

Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence

Bodily Injury & Property Damage

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsements: *(not applicable for Goods Only)*

ISO CG 20 10 or CG 20 26

and

CG 20 01 Primary & Non-Contributory

Blanket Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations *(provide if box is checked)*

Please provide the following coverage, if box is checked.

☐

GENERAL LIABILITY UMBRELLA (Follow Form Policy)

☐

\$1,000,000 – Each Occurrence \$1,000,000 – Aggregate

☒

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

☐

Other: _____

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

☐

PROFESSIONAL LIABILITY

☐

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date

☐

\$2,000,000 Limit - Claims Made Form, Indicate Retroactive Date

☐

Other: _____

Deductible not-to-exceed \$50,000 without prior written approval

☐

BUILDERS RISK

Completed Property Full Replacement Cost Limits -
Structures under construction

☐

ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

☐

CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, and notification, response
and credit monitoring service costs

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Finance Management Analyst, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 21st DAY OF September, 20 20

Karen Wise

Signature

Authorized to execute agreements for:

Karen M. Wise, Vice President, Environmental Consulting

Davey Resource Group, Inc.

Printed Name & Title

Name of Company

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824	CONTACT NAME: Marsh U.S. Operations	
	PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No):	
	E-MAIL ADDRESS: Cleveland.CertRequest@marsh.com	
104550 RESOU Grant	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006930702-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	MWZY 314042 22	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	MWTB 314041 22	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 314040 22 (AOS)	09/01/2022	09/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,500,000 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000 E.L. DISEASE - POLICY LIMIT \$ 2,500,000
A	Excess Workers Compensation			MWXS 314043 22 (NC, OH, PA, WA)	09/01/2022	09/01/2023	Workers Compensation Statutory
A	SIR: \$5,000,000			MWXS 316391 22 (CA)	09/01/2022	09/01/2023	Employer's Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents is(are) included as Additional Insured(s) as respects General Liability and Automobile Liability where required by written contract or agreement and only as respects operations performed on their behalf by the Named Insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured where required by written contract, subject to policy terms and conditions. Coverage includes waiver of subrogation where required by written contract on General Liability, Auto Liability, and Workers Compensation coverage.

CERTIFICATE HOLDER

Village of Orland Park 14700 S. Ravinia Avenue Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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AGENCY CUSTOMER ID: CN101565730

LOC #: Cleveland

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Davey Resource Group, Inc. 295 S. Water Street, Suite 300 Kent, OH 44240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation reinsurance association (W.C.R.A.) as required by the state. Minnesota Employers Liability is covered by policy number MWC 314040 22.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company: Old Republic Insurance Company

Policy Number: MWTB 314041 22

Effective Date: 09/01/22

Expiration Date: 09/01/23

Named Insured: The Davey Tree Expert Company

Add the following to **SECTION II - LIABILITY COVERAGE, 1. Who Is An Insured, a.:**

any person or organization for whom you have agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations as required by contract or agreement.

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).

B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET WHERE REQUIRED UNDER CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an insured any person, organization, state or other political subdivision, trustee or estate to whom you are obligated in written contract with respect to liability arising out of your operations or premises owned or rented to you;

Applies only to coverage and limits of insurance required by the written agreement, but in no event exceed either the scope of coverage or the limits of insurance provided by this policy; and

Does not apply to those for whom you have procured separate liability insurance.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations as required by contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

NOTICE OF CANCELATION, NONRENEWAL OR MATERIAL CHANGE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

SCHEDULE

NUMBER OF DAYS OF ADVANCE NOTICE: 30

**DESIGNATED ENTITY: ALL PERSONS OR ORGANIZATIONS WHERE REQUIRED BY
CONTRACT OR AGREEMENT**

ADDRESS:

**IN THE EVENT OF CANCELATION, NONRENEWAL OR MATERIAL COVERAGE CHANGE
THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS POLICY, WE
AGREE TO PROVIDE ADVANCE WRITTEN NOTICE AS SHOWN IN THE SCHEDULE
ABOVE.**

MWC 314040 22

09/01/22 TO 09/01/23

FORM P

POLICY NUMBER: MNC 314040 22

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

AS REQUIRED BY CONTRACT AND WHERE PERMITTED BY LAW.

DATE OF ISSUE: 09-01-22

EC 917 (06/04) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFICATE - AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY FOR SELF - INSURER OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY

The cancellation wording on all Certificates of Insurance is amended to read:

"Cancellation Clause replaced in its entirety by the following: In the event of 1) Cancellation for other than nonpayment of premium; or 2) Material change that restricts or reduces the insurance afforded by any policy the insurer affording coverage will mail notice 30 days before the date of cancellation or material change to the party named on the certificate."

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy).

INSURED The Davey Tree Expert Company

Policy No. MWXS 314043 22 Endorsement Effective 09/01/22
(12:01 A.M.)

Premium, if any \$ Included

by **OLD REPUBLIC INSURANCE COMPANY**, Greensburg, Pennsylvania

**EXCESS INSURANCE POLICY FOR SELF - INSURER OF
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

WAIVER OF SUBROGATION - RECOVERY FROM OTHERS ENDORSEMENT

Schedule

Person(s) or Organization(s):

Any person or organization for whom the Named Insured has agreed in writing.

The following is added to Part Seven - Conditions, E. Subrogation - Recovery From Others:

We will not enforce any claims we assume against the Person(s) or Organization(s) named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any person or organization not named in the Schedule.

This Endorsement will not vary, alter or extend any agreement, provision, condition or declaration of the Policy other than as stated above.

EC 013 (06/04)

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy).

INSURED The Davey Tree Expert Company

Policy No. MWXS 316391 22 Endorsement Effective 09/01/22
(12:01 A.M.)

Premium, if any \$ Included

by **OLD REPUBLIC INSURANCE COMPANY**, Greensburg, Pennsylvania

**EXCESS INSURANCE POLICY FOR SELF - INSURER OF
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

WAIVER OF SUBROGATION - RECOVERY FROM OTHERS ENDORSEMENT

Schedule

Person(s) or Organization(s):

Any person or organization for whom the Named Insured has agreed in writing.

The following is added to Part Seven - Conditions, E. Subrogation - Recovery From Others:

We will not enforce any claims we assume against the Person(s) or Organization(s) named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any person or organization not named in the Schedule.

This Endorsement will not vary, alter or extend any agreement, provision, condition or declaration of the Policy other than as stated above.

EC 013 (06/04)



OLD REPUBLIC RISK MANAGEMENT

445 South Moorland Road, Suite 300, Brookfield, Wisconsin 53005 | T: 262.797.3400

October 17, 2022

Re: Wetland Studies and Solutions, Inc.
Effective 9/1/22 –9/1/223

To Whom It May Concern:

This letter is to confirm that Davey Tree Expert Company is sufficiently collateralized with Old Republic Risk Management. Collateral requirements are reviewed periodically. Our intent is to always have collateral adequate to cover anticipated ultimate outstanding losses and other obligations as agreed to under the Program Agreement.

Sincerely,

OLD REPUBLIC RISK MANAGEMENT

Maria Egle
Account Manager



OLD REPUBLIC INSURANCE GROUP

