

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2020-0171

Innoprise Contract #: C20-0041

Year:

Amount:

Department: Parks & Grounds - Mike Mazza

Contract Type: Master Agreement - Maintenance

Contractors Name: Cardno, Inc.

Contract Description: Ecological Restoration Services
Exhibit B: C20-0089 Cameno Park Pond 2020-2023
Exhibit B: C21-0005 2020-0852 Police Department Native Landscape -
Stewardship Renewal 2021-2023
Exhibit B: C21-0006 2020-0850 Somerglen & Lakeside Ponds Shoreline
Stewardship Renewal 2021-2023
Exhibit B: C21-0041 108th Ave ROW - Stellwagen Farm Tree
Exhibit B: C22-0021 2022-0004 Nicklaus Pond 2022-2024



November 1, 2021

Josh Burman
Utilities Supervisor
14700 Ravinia Avenue
Orland Park, IL 60462

Nicklaus Pond Maintenance - Proposal

Project Approach

Cardno would provide three years of maintenance on the basin buffer using herbicide application, spot mowing, hand wicking, and hand pulling, with a prescribed burn on a date to be determined jointly with the Village. The prescribed burn price includes a burn permit as well as all fire preparations such as burn breaks and supplemental water. Supplemental seeding could be used for filling in any bare areas, and adding species diversity throughout the sites.

Scope of Work and Cost

GENERAL	Item Total
1) Supplemental Seeding	Not to Exceed \$3,000.00
2) Prescribed Burn	\$3,000.00
1) Weed Control (5 Annual Visits) 2022 Stewardship Year 1 TOTAL	\$2,300.00
1) Weed Control (5 Annual Visits) 2023 Stewardship Year 2 TOTAL	\$2,300.00
1) Weed Control (5 Annual Visits) 2024 Stewardship Year 3 TOTAL	\$2,300.00
Total Proposal Cost	\$12,900.00
Optional	
1) Weed Control (5 Annual Visits) 2025 Stewardship Year 4	\$2,300.00
1) Weed Control (5 Annual Visits) 2026 Stewardship Year 5	\$2,300.00

Sincerely,

Derek Pellicci
Operations Manager
Derek.pellicci@cardno.com
815-258-1091

Approved and Accepted by:
Village of Orland Park

E-SIGNED by George Koczwara
on 2022-01-25 15:57:25 GMT
George Koczwara, Village Manager

Date: January 25, 2022

Australia • Belgium • Canada • Colombia • Ecuador • Germany • Indonesia •
Kenya • Myanmar • New Zealand • Nigeria • Papua New Guinea • Peru • Philippines •
Singapore • Timor-Leste • United Kingdom • United States • Operations in over 100 countries



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

1/20/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS:														
INSURED 1502423 CARDNO, INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 18192384 **REVISION NUMBER:** XXXXXXXX

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 ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	47-GLO-307584	12/7/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	12/7/2021 12/7/2021 12/7/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	N	47-UMO-307585	12/7/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	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	Y N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	12/7/2021 12/7/2021	5/1/2022 5/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 STANTEC PROJECT #: J201020M25. CLIENT PROJECT #: ECOLOGICAL RESTORATION SERVICES (ERS) MASTER AGREEMENT RFQ 20-004. PROJECT NAME: POND STEWARDSHIP EXTENSION - WOODED PATH II POND. VILLAGE OF ORLAND PARK IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND UMBRELLA/EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
CANCELLATION See Attachments

18192384 VILLAGE OF ORLAND PARK 15655 S. RAVINIA AVENUE ORLAND PARK IL 60462	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
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Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112

CARDNO, INC.; 1502423



18192384

VILLAGE OF ORLAND PARK
15655 S. RAVINIA AVENUE,
ORLAND PARK, IL 60462

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **18192384**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 18192384**
- ◆ **Email: kctsu@lockton.com**
- ◆ **Subject Line: TSU E-Delivery**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies
Technical Services Unit**

POLICY NUMBER: 47-GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**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
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 47-GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT , EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 AM: **12/7/2021**
Forms a part of Policy No.: **47-GLO-307584**
Issued to: **SEE ATTACHED CERTIFICATE**
By: **Berkshire Hathaway Insurance Company**

PRIMARY NONCONTRIBUTORY – OTHER INSURANCE PROVISION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL RETAINED LIMIT LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY

The following Condition is added to the policy:

Primary Noncontributory – Other Insurance

The insurance provided by this policy is primary, and will not seek contribution from any insurance available to an additional insured under this policy, provided that:

- (a) The additional insured is a named insured under such other insurance; and
- (a) Prior to an “occurrence” you agreed, in a fully executed written contract or agreement, that this insurance would be primary and would not seek contribution from any insurance available to that additional insured.

All other terms and conditions of this policy remain unchanged.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE

ENDORSEMENT

This endorsement, effective 12:01 AM: **12/7/2021**
Forms a part of Policy No.: **47-GLO-307584**
Issued to: **SEE ATTACHED CERTIFICATE**
By: **Berkshire Hathaway Specialty Insurance Company**

**WAIVER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL RETAINED LIMIT LIABILITY POLICY
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

SCHEDULE

Name Of Person Or Organization:

Any person or organization that requires you to waive your rights of recovery, in a written and executed contract or agreement with you that is executed prior to the "occurrence" or "offense".

The following Condition is added to the policy:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written and executed contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above. The **Transfer of Rights of Recovery** condition in the policy is deleted to the extent of the waiver provided in this endorsement for the person or organization shown in the Schedule above. All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TC2J-CAP-8E086819 (AOS); TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

Where required by written contract.

PROVISIONS

A. The following is added to Paragraph c. in **A. 1., Who Is An Insured**, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in **B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

CA T4 42 04 09

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB-3P635310 (AOS); UB-3P533004 (MA, WI)

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON OR ORGANIZATION

WHERE REQUIRED BY WRITTEN CONTRACT

Policy Number: 47-UM0-307585

Commercial Umbrella Liability Insurance Policy

ADDITIONAL INSURED COVERAGE

SECTION V. DEFINITIONS:

8. "Insured" means:

- g.** Any person or organization, other than the "named insured", included as an additional insured under "scheduled underlying insurance", but not for broader coverage than would be afforded by such "scheduled underlying insurance".

Notwithstanding any of the above:

- (1) No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not designated as a "named insured" in Item 1. of the Declarations; and
- (2) No person or organization is an "insured" under this policy who is not an "insured" under applicable "scheduled underlying insurance". This provision shall not apply to any organization set forth in the definition of "named insured" in subparagraphs **13.b.** or **13.c.**