

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2026-0078

Contract #: 20260095

Start date: 1/19/2026

End date: 12/31/2029

Amount: \$ 196,069.00

Contingency Amount: \$ 0.00

Department: Public Works

Total Contract Amount: \$ 196,069.00

Contract Type: Contractor

Contractors Name: Davey Resource Group Inc

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached ☐ Self-Certifying ☐ Did not disclose ☒

Contract Description: Storm Basin Stewardships
FY 2026 \$40,852.00 - FY 2027 \$39,088.00 - FY 2028 \$40,288.00
FY 2029 \$41,536.00 - as well as \$34,305.00 for seeding and
controlled burns between FY26 and FY29.



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Davey Resource Group, Inc. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made January 19, 2026, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Davey Resource Group, Inc. (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Storm Basin Stewardship (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:

☒ The Consultant's Proposal or Bid No. _____, and dated December 18, 2025; and/or

☐ Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request For Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

- A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

☒ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");

☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

☒ A not-to-exceed amount of \$40,852.00 in FY26, \$39,088.00 in FY27, \$40,288.00 in FY28, and \$41,536.00 in FY29, as well as \$34,305.00 for seeding and controlled burns between FY26 and FY29, for a total not-to-exceed amount of \$196,069.00 ("Contract Price")

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$196,069.00. Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part

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of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

B. Invoices: The Consultant agrees to and shall prepare and submit:

☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or

☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. 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 all such errors or omissions must be corrected by the Consultant at their 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.

E. 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. Upon the request of the Consultant, the Village will inform

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the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. 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: 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 proposal dated December 18, 2025 (Exhibit A)
☐ Schedule of Fees (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. The Services to be performed by the Consultant under the Contract Documents shall commence no later than January 19, 2026 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2029 (hereinafter the "Completion Date"), barring only Acts of God, 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 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. 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 being completed within a timeframe that does not negatively impact the Village's compliance 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 Cook County, Illinois, in which the Village's Village Hall is located. 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: Tyler Hartman
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6352
Facsimile: _____
Email: thartman@orlandpark.org

To the Consultant:

Name: Nazario Rivas
Company: Davey Resource Group, Inc.
Address: 5300 Wellington Branch Drive, Suite 100
City, State, Zip: Gainesville, IL, 20155
Telephone: (630) 559-2035
Facsimile: _____
Email: 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

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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.

- 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) Minimum 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" named 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 named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of

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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.
- (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

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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 financial 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 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.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies 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 naming 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 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.

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- 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 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:

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- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
 - 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 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.
 - E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
 - F. The provisions of this Paragraph 12 shall survive any termination of the Contract.
13. Village Confidential Information:
- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. 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

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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 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,

1581595-02-10-14

[***PROFSRVS1581595 *2 *285596363910429073938484974670146981973802156880*10*14***]

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: Consultant shall 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. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
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 subconsultants 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.

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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 Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, 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 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.
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.

1581595-02-12-14

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

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 Nazario Rivas
on 2026-02-23 20:26:06 GMT

By: E-SIGNED by George Koczwarra
on 2026-02-25 17:51:58 GMT

Name: Nazario Rivas

Name: George Koczwarra

Its Area Manager & Authorized Agent Title: Village Manager

1581595-02-13-14

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EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated December 18, 2025
and/or in Village Proposal Number _____ dated _____

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

1581595-02-14-14

[***PROFSRVS1581595 *2 *285596363910429073938484974670146981973802156880*14*14***]

EXHIBIT A



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
910 S. Riverside Drive, Suite 5
Elmhurst, IL 60126
630.559.2035

December 18th, 2025

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

Reference: Management of Ponds/Wetlands throughout the Village during the 2026 - 2029 Seasons

Dear Tyler,

Thank you for contacting Davey Resource Group, Inc., "DRG" to provide you with this proposal to complete the scope of services listed below at various ponds/wetlands throughout the city of Orland Park, IL. This proposal is inclusive of all labor, material, and equipment required to perform the scope of work listed below.

Scope of Work

Stewardship during the 2026-2030 Seasons:

Visits for stewardship will be made throughout the growing season to control weeds within the Pond/Wetlands. Control methods will include hand cutting, pulling, selective mowing, and herbicide application as appropriate. Stewardship efforts will focus on particular weed problems as they arise throughout the season and will be directed by the recommendations of the field supervisor. Pricing reflects multiple sites being management on the same day.

Supplemental Seeding:

Supplemental seeding of underforming areas will be conducted on an as needed basis and will be installed via hand broadcast.

Prescribed Burn Management:

Work includes state and local permit acquisition, preparation, and one burn management for each site. The burn season generally falls between March 15th - April 15th for the spring season and November 15th - December 30th for the fall season; however, precise scheduling of burn management is wholly dependent upon weather and site conditions. As the season approaches, we will make you aware of our projected schedule.

Our burn management process involves a site schematic displaying all areas to be burned, potential hazards, access and escape routes, and all surrounding fuels and structures. This information is required for our on-site work and for the necessary Illinois Environmental Protection Agency permit and local city/county and fire district permits. We will contact the local fire district and police dispatch in advance of all planned burns, and on the day of burning prior to ignition. Upon completion, we will also notify the fire department to let them know work is complete. Please note that inspection and/or "drive-bys" from fire/police departments are not uncommon and present no potential problems.

All work is done under the general supervision of a field supervisor. Our field staff is uniformed and supervised by working foreman. All vehicles and equipment are marked with the company logo. This allows you the assurance of easy identification of our equipment and personnel.

This proposal can be implemented by either issuing a purchase order, or by signing the Authorization to Proceed below and returning it to our office. Please feel free to only choose the line items for the work you would like DRG to perform at this time.

If you have any questions or wish to arrange for a meeting to discuss this scope of work and more specifically the treatment methods and areas, please call me at 630.559.2035. Thank you for allowing DRG the opportunity to work with you.

Sincerely,

Nazario Rivas
Area Manager
Davey Resource Group, Inc.

Authorization to Proceed

The following pricing options have been developed for consultations and reports as requested. Any additional consultation or effort would be priced at our consulting rate of \$150 per hour. Any on-site supervision by an arborist during construction will require a three (3)-hour minimum charge.

Orland Park Pond Buffer Management 2026 - 2029

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Caro Vista Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 733.00	\$ 2,932.00
				Total Base	\$ 2,932.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Wedgewood Commons Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 885.00	\$ 3,540.00
Wedgewood Commons Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 912.00	\$ 3,648.00
Wedgewood Commons Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 940.00	\$ 3,760.00
Wedgewood Commons Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 969.00	\$ 3,876.00
				Total Base	\$ 14,824.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Wedgewood Commons Pond Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Wedgewood Commons Pond Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 2,100.00	\$ 2,100.00
				Total Alternates	\$ 2,587.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Pinewood North Pond #3 Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 693.00	\$ 2,772.00
Pinewood North Pond #3 Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 714.00	\$ 2,856.00
Pinewood North Pond #3 Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 736.00	\$ 2,944.00
Pinewood North Pond #3 Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 759.00	\$ 3,036.00
				Total Base	\$ 11,608.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Pinewood North Pond #3 Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Pinewood North Pond #3 Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
				Total Alternates	\$ 1,987.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Long Run Creek Park Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 594.00	\$ 2,376.00
Long Run Creek Park Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 612.00	\$ 2,448.00
Long Run Creek Park Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 631.00	\$ 2,524.00
Long Run Creek Park Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 650.00	\$ 2,600.00
				Total Base	\$ 9,948.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Long Run Creek Park Pond #3 Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Long Run Creek Park Pond #3 Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
				Total Alternates	\$ 1,987.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Colonades Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 471.00	\$ 1,884.00
Colonades Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 486.00	\$ 1,944.00
Colonades Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 501.00	\$ 2,004.00
Colonades Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 517.00	\$ 2,068.00
Total Base					\$ 7,900.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Colonades Pond #3 Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Colonades Pond #3 Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
Total Alternates					\$ 1,987.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Plum Tree Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 471.00	\$ 1,884.00
Plum Tree Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 486.00	\$ 1,944.00
Plum Tree Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 501.00	\$ 2,004.00
Plum Tree Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 517.00	\$ 2,068.00
Total Base					\$ 7,900.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Plum Tree Pond #3 Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Plum Tree Pond #3 Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
Total Alternates					\$ 1,987.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Orlan Brook East Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 471.00	\$ 1,884.00
Orlan Brook East Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 486.00	\$ 1,944.00
Orlan Brook East Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 501.00	\$ 2,004.00
Orlan Brook East Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 517.00	\$ 2,068.00
Total Base					\$ 7,900.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Orlan Brook East Pond #3 Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Orlan Brook East Pond #3 Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,200.00	\$ 1,200.00
Total Alternates					\$ 1,687.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Treetop Ponds 1&2 Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 1,200.00	\$ 4,800.00
Treetop Ponds 1&2 Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 1,236.00	\$ 4,944.00
Treetop Ponds 1&2 Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 1,274.00	\$ 5,096.00
Treetop Ponds 1&2 Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 1,313.00	\$ 5,252.00
Total Base					\$ 20,092.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Treetop Ponds 1&2 Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 974.00	\$ 974.00
Treetop Ponds 1&2 Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 3,000.00	\$ 3,000.00
Total Alternates					\$ 3,974.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Equestrian Trail East Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 471.00	\$ 1,884.00
Equestrian Trail East Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 486.00	\$ 1,944.00
Equestrian Trail East Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 501.00	\$ 2,004.00
Equestrian Trail East Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 517.00	\$ 2,068.00
Total Base				\$	7,900.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Equestrian Trail East Pond Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Equestrian Trail East Pond Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
Total Alternates				\$	1,987.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Spring Creek Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 471.00	\$ 1,884.00
Spring Creek Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 486.00	\$ 1,944.00
Spring Creek Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 501.00	\$ 2,004.00
Spring Creek Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 517.00	\$ 2,068.00
Total Base				\$	7,900.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Spring Creek Pond Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Spring Creek Pond Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
Total Alternates				\$	1,987.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Laurel Hills Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 403.00	\$ 1,612.00
Laurel Hills Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 416.00	\$ 1,664.00
Laurel Hills Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 429.00	\$ 1,716.00
Laurel Hills Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 442.00	\$ 1,768.00
Total Base				\$	6,760.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Laurel Hills Pond Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Laurel Hills Pond Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
Total Alternates				\$	1,987.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Deer Chase Estates Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 471.00	\$ 1,884.00
Deer Chase Estates Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 486.00	\$ 1,944.00
Deer Chase Estates Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 501.00	\$ 2,004.00
Deer Chase Estates Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 517.00	\$ 2,068.00
Total Base				\$	7,900.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Deer Chase Estates Pond Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Deer Chase Estates Pond Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,800.00	\$ 1,800.00
Total Alternates				\$	2,287.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Deer Chase Estates East Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 733.00	\$ 2,932.00
Deer Chase Estates East Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 755.00	\$ 3,020.00
Deer Chase Estates East Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 778.00	\$ 3,112.00
Deer Chase Estates East Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 802.00	\$ 3,208.00
Total Base					\$ 12,272.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Deer Chase Estates East Pond Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Deer Chase Estates East Pond Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 2,400.00	\$ 2,400.00
Total Alternates					\$ 2,887.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Marley Blvd N./Middle/S. Ponds Stew. 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 1,413.00	\$ 5,652.00
Marley Blvd N./Middle/S. Ponds Stew. 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 1,456.00	\$ 5,824.00
Marley Blvd N./Middle/S. Ponds Stew. 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 1,500.00	\$ 6,000.00
Marley Blvd N./Middle/S. Ponds Stew. 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 1,545.00	\$ 6,180.00
Total Base					\$ 23,656.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Marley Blvd North Pond Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Marley Blvd North Pond Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 4,500.00	\$ 4,500.00
Total Alternates					\$ 4,987.00

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Mill Creek Pond Stewardship 2026	Firm-Fixed Unit Price	4	Per Visit	\$ 733.00	\$ 2,932.00
Mill Creek Pond Stewardship 2027	Firm-Fixed Unit Price	4	Per Visit	\$ 755.00	\$ 3,020.00
Mill Creek Pond Stewardship 2028	Firm-Fixed Unit Price	4	Per Visit	\$ 778.00	\$ 3,112.00
Mill Creek Pond Stewardship 2029	Firm-Fixed Unit Price	4	Per Visit	\$ 802.00	\$ 3,208.00
Total Base					\$ 12,272.00

Additional Alternates	Contract Type	Quantity	Unit	Unit Price	Total Price
Mill Creek Pond Seeding Budget	Firm-Fixed Unit Price	1	Lump Sum	\$ 487.00	\$ 487.00
Mill Creek Pond Prescribed Burn	Firm-Fixed Unit Price	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
Total Alternates					\$ 1,987.00

Base Bid Total for All Ponds: \$ 161,764.00

Total Base & Alternates for All Ponds \$ 196,069.00

Total 2026: \$ 40,852.00

Total 2027: \$ 39,088.00

Total 2028: \$ 40,288.00

Total 2029: \$ 41,536.00

Total Burn Budget All Sites: \$ 27,000.00

Total Seeding Budget: \$ 7,305.00

Total Contract Amount: \$ 196,069.00

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of the Client with authority to authorize and bind my company.

Client Name: _____

Authorizing Signature: _____

Authorizing Name: _____

Title: _____

Date: _____

Phone Number: _____

Email: _____

Davey Resource Group, Inc.

Name/Title: Nazario Rivas / Area Manager

Date: 12/18/2025

INVOICING METHOD

How would you like to receive invoices for this project?

- ☐ Mail: Invoice(s) will be mailed to the address listed on page 1 of this proposal.
☐ E-mail: Invoice(s) will be emailed to:

Other: Please provide instructions below: _____

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- DRG represents that it and its agents, and consultants employed by it, are protected by Workers' Compensation insurance and that DRG has coverage under liability insurance policies which DRG deems reasonable and adequate. DRG shall furnish certificates of insurance upon request. DRG agrees to maintain general liability insurance in commercially reasonable amounts. Client is responsible for requesting specific inclusions or limits of coverage that are not present in DRG insurance, and the cost of such inclusion or coverage increases if available, will be at Client's sole cost and expense.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned James A. Zwack,
(Enter Name of Person Making Certification)

as Vice President and General Manager, DRG Environmental Consulting
(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.#: 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 December 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) 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.

4) SEXUAL HARRASSMENT 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."

5) 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

CERTIFICATE OF COMPLIANCE

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.

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

James A. Zwack

Name of Authorized Officer

Vice President & General Manager, DRG
Environmental Consulting

Title

1/23/2025

Date



BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor (Person or Entity) who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box ☒ Vendor (Person or Entity) ☐ Official

(2) For Vendor (Person or Entity)

☒ Vendor does not have a business relationship with any current Village of Orland Park Official or reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix A for a listing of current Officials. (Please check the box if applicable and complete Certification section only.)

☒ Vendor did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box if applicable and complete Certification section only.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

(5) Provide the date(s)[month/year] of engagement or expected engagement:

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

a. The date(s) of acquisition of the Vendor: _____

b. The name(s) of the preceding Vendor, if changed: _____

Certification

The undersigned Nazario Rivas, as Area Manager, and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of Davey Resource Group Inc., certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signature: Nazario Rivas

Date: 01/30/2026

See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years

APPENDIX A – LIST OF CURRENT OFFICIALS (2025)

Mayor

James V. Dodge, Jr.

Trustees

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

Village Clerk

Mary Ryan Norwell

Village Manager

George Koczwara

Assistant Village Manager

Jim Culotta

Directors / Department Heads

Development Services - Steve Marciani

Engineering – Syed Khurshid Hoda

Finance – Christopher Frankenfield

Human Resources - Regina Earley

Information Technology – Tad Spencer

Police Department – Eric Rossi

Public Works – Joel Van Essen

Recreation and Parks – Ray Piattoni

APPENDIX B – LIST OF OFFICIALS FOR THE PAST TEN (10) YEARS

August 2024 – May 2025

Brian Gaspdo, Village Clerk

May 2021 – May 2025

Keith Pekau, Mayor
William Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee
Sean Kampas, Trustee
Brian J. Riordan, Trustee
Joni J. Radaszewski, Trustee

May 2021 – August 2024

Patrick O’Sullivan, Village Clerk

May 2019

Keith Pekau, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Daniel T. Calandriello, Trustee
William R. Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee

May 2017

Keith Pekau, Mayor
(No change in Trustees)

2015 – April 2017

Daniel J. McLaughlin, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Patricia A. Gira, Trustee
Carole Griffin Ruzich, Trustee
Daniel T. Calandriello, Trustee
Michael F. Carroll, Trustee
John C. Mehalek, Village Clerk

Inactive Directors / Department Heads

Communications & Marketing – Nabeha M. Zegar, May 2022 – March 2024
Development Services – Karie L Friling, January 2006 – September 2017
Finance – Annmarie K Mampe, August 2003 – May 2020
Finance – Kevin Wachtel, May 2020 – April 2024
Human Resources – Stephana M Przybylski, March 2007 – July 2020
Human Resources – Denise A Maiolo, June 2020 – December 2021
Human Resources - Christina A Hackney, March 2022 – April 2022
Information Technology - John F Florentine, July 2016 – January 2019
Information Technology – David Buwick, June 2019 – March 2023
Police Department – Joseph Mitchell, September 2020 – March 2022
Police Department – Tim McCarthy, May 1994 – August 2020
Public Works – John J Ingram, February 2012 – July 2019
Parks Department - Gary Couch, January 2017 – May 2020
Recreation & Parks Department - Nancy Flores, July 2019 – May 2020



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park <u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles. <u>GENERAL LIABILITY</u> (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 <u>ADDITIONAL INSURED ENDORSEMENTS:</u> <i>(Not applicable for Goods Only Purchases)</i> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.	<u>LIABILITY UMBRELLA</u> (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 <u>PROFESSIONAL LIABILITY</u> ☐ \$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 ☐ <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction ☐ <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$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 ☐ <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage ☐ <u>CG 20 37 ADDITIONAL INSURED</u> – Completed Operations (Provide only if box is checked)

INSURANCE REQUIREMENTS

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, 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 23 DAY OF January, 2024

Signature



Nazario Rivas, Area Manager

Printed Name & Title

Authorized to execute agreements for:

Davey Resource Group, Inc.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2025

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 LLC. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824	CONTACT NAME: Marsh U.S. Operations & Technology PHONE (A/C, No, Ext): (866) 966-4664 E-MAIL ADDRESS: Cleveland.CertRequest@marsh.com FAX (A/C, No):
104550 RESOU Grant	INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Davey Resource Group, Inc. 295 S. Water Street, Suite 300 Kent, OH 44240	NAIC # 24147

COVERAGES **CERTIFICATE NUMBER:** CLE-006930702-09 **REVISION NUMBER:** 4

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:	Y	Y	MWZY 314042 25	09/01/2025	09/01/2026	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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	MWTB 314041 25	09/01/2025	09/01/2026	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 25 (AOS)	09/01/2025	09/01/2026	☒ 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 25 (NC, OH, PA, WA)	09/01/2025	09/01/2026	Workers Compensation Statutory
A	SIR: \$5,000,000			MWXS 316391 25 (CA)	09/01/2025	09/01/2026	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 Attn: Ivana Lisnich 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 LLC</i>
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AGENCY CUSTOMER ID: CN101565730

LOC #: Cleveland

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA LLC.		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 25.

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 25

Effective Date: 09/01/25

Expiration Date: 09/01/26

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.

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.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

DESIGNATED ENTITY - NOTICE OF CANCELATION PROVIDED BY US ENDORSEMENT

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

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.

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: MWC 314040 25

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.
THIS FORM DOES NOT APPLY IN CA, KY, NH, NJ, TX & UT.

DATE OF ISSUE: 09-01-25

EC 917 (06/04) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

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

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 Insured first named in item 1 of the Information Page 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 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 25 Endorsement Effective 09/01/25
(12:01 A.M.)

Premium, if any \$ Included

by **OLD REPUBLIC INSURANCE COMPANY**

**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 314043 25 Endorsement Effective 09/01/25
(12:01 A.M.)

Premium, if any \$ Included

by **OLD REPUBLIC INSURANCE COMPANY**

**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)



ORLAND PARK



Contractual Risk Transfer Evaluation Summary

Date 1/30/26

Vendor/Contractor Name: Davey Resource Group, Inc.

Contract/Project Name/ #: Storm Basin Stewardships

Contract Type:

☒ Contractor ☐ Prof. Svcs ☐ Goods Only ☐ MSA

MSA Title

Type of Work:

Storm Basin Stewardships

Contract/Project

Summary:

Storm Basin Stewardship Services

Policy Expiration Date:

9/1/26

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$4m/\$4m	☒ Yes	☐ No	☐ NA
Umbrella Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Auto Liability:	\$1 million	Any Auto/Owned	Other: \$3M/\$3M	☒ Yes	☐ No	☐ NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other: EL-\$2.5m	☒ Yes	☐ No	☐ NA
Prof. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Env. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Exc./Umb. Prof.				☐ Yes	☐ No	☒ NA
Excess/Umb GL				☐ Yes	☐ No	☒ NA
Cyber Liability:	\$500,000	\$1 million	Other:	☐ Yes	☐ No	☒ NA
Builders Risk:	Completed Project Value		Other:	☐ Yes	☐ No	☒ NA
Other:			Other:	☐ Yes	☐ No	☐ NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	☐ Yes	☐ No	☒ NA
ISO Additional Insured – Completed Operations (CG 20 37)	☐ Yes	☐ No	☒ NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	☒ Yes	☐ No	☐ NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	☒ Yes	☐ No	☐ NA
Waiver of Subrogation - General Liability	☒ Yes	☐ No	☐ NA
Waiver of Subrogation – Workers' Compensation	☒ Yes	☐ No	☐ NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: ☒ Yes ☐ No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐

Samantha Cooper

From: Joel Van Essen
Sent: Tuesday, January 20, 2026 9:02 AM
To: Anne Skrodzki
Cc: Brandi Watson; Brian Fei; Ivana Lisnich; Samantha Cooper; Patrick McLaughlin; Sean Faulkner; Mike Mazza; Scott Hiland; David Toepper; Tyler Hartman
Subject: BOT Items 1.19.26- Approved for PW

Follow Up Flag: Follow up
Due By: Friday, January 23, 2026 10:00 AM
Flag Status: Flagged

Categories: Admin

all approved as written
AMIS

Anne,

Would appreciate a confirmation for items as soon as possible for below items so we can start the contracts. They haven't posted the video yet but you were in attendance.

At the 1/19/26 Board of Trustees, the PW items below were approved via consent agenda, items D-N and R with a 7-0 vote at approximately 9:05pm last night.

Board Meeting:

Action	Item	To do
✓ D. 2026-0041 All for reqs. only	PW, Rec & Parks, PD Vendors over \$25K- Materials orders	N/A
✓ E. 2026-0046 Mike/Ivana Services	2026 Building Automation System	Contract
✓ F. 2026-0047 Mike/Ivana Project	FLC Restroom Renovation	Contract
✓ G. 2026-0048 Mike/Samantha Project	Police Department Radio Charging Station	Contract
✓ H. 2026-0049 Mike/Samantha #4	2025 Facilities Preventive Maintenance-Change Order	Contract Amendment/Pay invoices
✓ I. 2026-0051 Mike/Samantha Project	Sportsplex Electrical Improvement	Contract
✓ J. 2026-0055 Mike/Ivana Services	RFP-25-040 – Landscaping Maintenance	Contract
✓ K. 2026-0060 Pat/Samantha (ITB 25-071)	Ravinia Avenue Corrugated metal Pipe (CMP) Replacement Project	Contract
✓ L. 2026-0063 Pat/Samantha 070	Eddy Fire Hydrant Replacement Project – RFP- 25-	Contract
✓ M. 2026-0057 Dave/Brian Illinois Highway Code- Resolution	2026 Maintenance of Streets and Highways by Municipality under the	Send to IDOT
✓ N. 2026-0058 Dave/Ivana Purchase	Rock Salt	
	Contract	



R. 2026-0078 Tyler/Ivana
Award

2026 Storm Basin Stewardships -

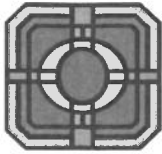
Contracts

V/R,
Joel

Joel Van Essen | Public Works Director
Village of Orland Park
15655 Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6350 | jvanessen@orlandpark.org



ORLAND PARK



VILLAGE OF ORLAND PARK

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

Master

File Number: 2026-0078

File ID: 2026-0078

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 01/13/2026

Agenda Entry: 2026 Storm Basin Stewardships - Award

Final Action: 01/19/2026

Title: 2026 Storm Basin Stewardships - Award

Notes:

Sponsors:

Res/Ord Date:

Attachments: 2026 Pond Stewardships Maps, 2026 RFP Pond Address List, Shoreline Stewardships FY26-29, 2026 Pond Stewardship Proposal Summary, Proposal - Baxter Woodman Natural Resources, Proposal - Davey Resource Group, Proposal - Pizzo & Associates, Proposal - Stantec, Proposal - V3 Construction Group

Res/Ord Number:

Drafter:

Hearing Date:

**Department
Contact:**

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	01/13/2026	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	01/19/2026	APPROVED				Pass

Text of Legislative File 2026-0078

..Title

2026 Storm Basin Stewardships - Award

History

The Public Works Department currently maintains one hundred eighty-six (186) wet and dry storm water basins. In 2021, the Village contracted with Christopher B. Burke Engineering (CBBEL) to complete an assessment of all the Village-owned basins. Basins were rated on a scale of one (1) through five (5). Basins rated at a level of one (1) were in the best condition, and level five (5) were in the worst condition. Since then, the Utility Division has been working with Village pre-qualified Ecological Restoration Contractors (ERCs), Stantec Consulting Services Inc., Davey Resource Group, Pizzo &

Associates, and V3 Companies, to get the level 4s and 5s down to a level 3 condition or better. Beginning in 2026, Baxter & Woodman Natural Resources will be joining the list of ERCs maintaining stormwater basins as well.

Typical restoration projects begin with one (1) year of establishment, followed by three (3) to five (5) years of maintenance. After the initial stewardship period is completed, proposals for a continuation of maintenance, typically for three (3) to five (5) years, are requested from Village ERCs, and the project is renewed. Beginning in 2026, Public Works intends to institute four (4) year basin management cycles in an effort to simplify and standardize the stormwater basin management and contract period going forward. Once sites have been restored, stewardships should continue indefinitely. Maintaining these sites annually incurs lower maintenance costs over time, as long as funding is available.

The scope of work over the four (4) year stewardship includes the establishment and maintenance of existing native plantings, the control of invasive woody and herbaceous flora, one (1) prescribed burn (if needed), and supplemental seeding (if needed). The proposals attached represent the cost for four (4) years of maintenance from 2026 until 2029.

A request for proposals for fifty-one (51) new and renewal stewardships was sent to pre-qualified ecological stewards. While overall cost of the proposed work was the largest factor when determining the award of these stewardships, other factors such as volume of work to be completed in a single year and prior work experience with the specific vendor contributed as well. Additionally, as Public Works recently renewed the Master Service Agreements with the four (4) pre-existing ERCs and added a fifth (5th) ERC to its roster in 2025, Staff felt it was prudent to use this opportunity to award all of our ERCs a small selection of basins in various locations and with varying shoreline maintenance needs in order to evaluate their efficacy under each circumstance.

A full summary of proposals is attached, and a summary of recommended stewards and the costs of their proposals for work on the 2026-2029 pond contract cycle is below:

Pizzo & Associates

2026-2029 Pond Stewardships

Year 1 Stewardship (2026): \$25,900.00

Year 2 Stewardship (2027): \$25,900.00

Year 3 Stewardship (2028): \$25,900.00

Year 4 Stewardship (2029): \$25,900.00

Seeding and Burning: \$35,161.50

TOTAL: \$138,761.50

V3 Companies

2026-2029 Pond Stewardships

Year 1 Stewardship (2026): \$44,100.00
Year 2 Stewardship (2027): \$45,600.00
Year 3 Stewardship (2028): \$47,100.00
Year 4 Stewardship (2029): \$48,600.00
Seeding and Burning: \$41,100.00
TOTAL: \$226,500.00

Stantec Consulting Services

2026-2029 Pond Stewardships

Year 1 Stewardship (2026): \$31,600.00
Year 2 Stewardship (2027): \$28,700.00
Year 3 Stewardship (2028): \$29,800.00
Year 4 Stewardship (2029): \$30,800.00
Seeding and Burning: \$33,800.00
TOTAL: \$154,700.00

Davey Resource Group

2026-2029 Pond Stewardships

Year 1 Stewardship (2026): \$40,852.00
Year 2 Stewardship (2027): \$39,088.00
Year 3 Stewardship (2028): \$40,288.00
Year 4 Stewardship (2029): \$41,536.00
Seeding and Burning: \$34,305.00
TOTAL: \$196,069.00

Baxter & Woodman Natural Resources

2026-2029 Pond Stewardships

Year 1 Stewardship (2026): \$21,540.00
Year 2 Stewardship (2027): \$21,540.00
Year 3 Stewardship (2028): \$21,540.00
Year 4 Stewardship (2029): \$24,720.00
Seeding and Burning: \$21,500.00
TOTAL: \$110,840.00

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

Financial Impact

Funds are available in account 5008170-443500.

Recommended Action/Motion

I move to approve the waiver of the competitive bid process in favor of solicitation of competitive proposals for storm basin stewardships;

AND

Approve and authorize the execution of a Professional Services Agreement between

the Village of Orland Park and Pizzo & Associates, Ltd. of Leland, IL, for the stewardship of five (5) stormwater basins at a cost of \$25,900.00 in FY26, \$25,900.00 in FY27, \$25,900.00 in FY28, and \$25,900.00 in FY29, as well as \$35,161.50 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$138,761.50 in FY26-FY29;

AND

Approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and V3 Companies of Woodridge, IL, for the stewardship of twelve (12) additional stormwater basins at a cost of \$44,100.00 in FY26, \$45,600.00 in FY27, \$47,100.00 in FY28, and \$48,600.00 in FY29, as well as \$41,100.00 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$226,500.00 in FY26-FY29;

AND

Approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Stantec Consulting Services, Inc. of Monee, IL, for the stewardship of ten (10) additional stormwater basins at a cost of \$31,600.00 in FY26, \$28,700.00 in FY27, \$29,800.00 in FY28, and \$30,800.00 in FY29, as well as \$33,800.00 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$154,700.00 in FY26-FY29;

AND

Approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Davey Resource Group of Elmhurst, IL, for the stewardship of eighteen (18) additional stormwater basins at a cost of \$40,852.00 in FY26, \$39,088.00 in FY27, \$40,288.00 in FY28, and \$41,536.00 in FY29, as well as \$34,305.00 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$196,069.00 in FY26-FY29;

AND

Approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Baxter & Woodman Natural Resources, Inc. of Marengo, IL, for the stewardships of six (6) stormwater basins at a cost of \$21,540.00 in FY26, \$21,540.00 in FY27, \$21,540.00 in FY28, and \$24,720.00 in FY29, as well as \$21,500.00 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$110,840.00 in FY26-FY29;

AND

Authorize the Village Manager to execute all related contracts, subject to Village

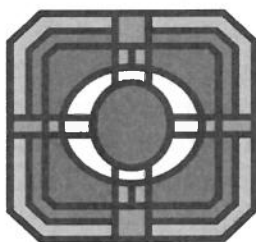
Attorney review;

AND

Authorize the Village Manager to approve change orders related to this contract within the authorized amount.

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, January 19, 2026

7:00 PM

Village Hall

Board of Trustees

Village President James V. Dodge, Jr.

Village Clerk Mary Ryan Norwell

Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,

Dina Lawrence, John Lawler and Joanna M. L. Leafblad

2026-0078 2026 Storm Basin Stewardships - Award

The Public Works Department currently maintains one hundred eighty-six (186) wet and dry storm water basins. In 2021, the Village contracted with Christopher B. Burke Engineering (CBBEL) to complete an assessment of all the Village-owned basins. Basins were rated on a scale of one (1) through five (5). Basins rated at a level of one (1) were in the best condition, and level five (5) were in the worst condition. Since then, the Utility Division has been working with Village pre-qualified Ecological Restoration Contractors (ERCs), Stantec Consulting Services Inc., Davey Resource Group, Pizzo & Associates, and V3 Companies, to get the level 4s and 5s down to a level 3 condition or better. Beginning in 2026, Baxter & Woodman Natural Resources will be joining the list of ERCs maintaining stormwater basins as well.

Typical restoration projects begin with one (1) year of establishment, followed by three (3) to five (5) years of maintenance. After the initial stewardship period is completed, proposals for a continuation of maintenance, typically for three (3) to five (5) years, are requested from Village ERCs, and the project is renewed. Beginning in 2026, Public Works intends to institute four (4) year basin management cycles in an effort to simplify and standardize the stormwater basin management and contract period going forward. Once sites have been restored, stewardships should continue indefinitely. Maintaining these sites annually incurs lower maintenance costs over time, as long as funding is available.

The scope of work over the four (4) year stewardship includes the establishment and maintenance of existing native plantings, the control of invasive woody and herbaceous flora, one (1) prescribed burn (if needed), and supplemental seeding (if needed). The proposals attached represent the cost for four (4) years of maintenance from 2026 until 2029.

A request for proposals for fifty-one (51) new and renewal stewardships was sent to pre-qualified ecological stewards. While overall cost of the proposed work was the largest factor when determining the award of these stewardships, other factors such as volume of work to be completed in a single year and prior work experience with the specific vendor contributed as well. Additionally, as Public Works recently renewed the Master Service Agreements with the four (4) pre-existing ERCs and added a fifth (5th) ERC to its roster in 2025, Staff felt it was prudent to use this opportunity to award all of our ERCs a small selection of basins in various locations and with varying shoreline maintenance needs in order to evaluate their efficacy under each circumstance.

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TOTAL: \$154,700.00

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Year 2 Stewardship (2027): \$39,088.00
Year 3 Stewardship (2028): \$40,288.00
Year 4 Stewardship (2029): \$41,536.00
Seeding and Burning: \$34,305.00
TOTAL: \$196,069.00

Baxter & Woodman Natural Resources**2026-2029 Pond Stewardships**

Year 1 Stewardship (2026): \$21,540.00
Year 2 Stewardship (2027): \$21,540.00
Year 3 Stewardship (2028): \$21,540.00
Year 4 Stewardship (2029): \$24,720.00
Seeding and Burning: \$21,500.00
TOTAL: \$110,840.00

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

I move to approve the waiver of the competitive bid process in favor of solicitation of competitive proposals for storm basin stewardships;

AND

Approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Pizzo & Associates, Ltd. of Leland, IL, for the stewardship of five (5) stormwater basins at a cost of \$25,900.00 in FY26, \$25,900.00 in FY27, \$25,900.00 in FY28, and \$25,900.00 in FY29, as well as \$35,161.50 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$138,761.50 in FY26-FY29;

AND

Approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and V3 Companies of Woodridge, IL, for the stewardship of twelve (12) additional stormwater basins at a cost of \$44,100.00 in FY26, \$45,600.00 in FY27, \$47,100.00 in FY28, and \$48,600.00 in FY29, as well as \$41,100.00 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$226,500.00 in FY26-FY29;

AND

Approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Stantec Consulting Services, Inc. of Monee, IL, for the stewardship of ten (10) additional stormwater basins at a cost of \$31,600.00 in FY26, \$28,700.00 in FY27, \$29,800.00 in FY28, and \$30,800.00 in FY29, as well as \$33,800.00 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$154,700.00 in FY26-FY29;

AND

Approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Davey Resource Group of Elmhurst, IL, for the stewardship of eighteen (18) additional stormwater basins at a cost of \$40,852.00 in FY26, \$39,088.00 in FY27, \$40,288.00 in FY28, and \$41,536.00 in FY29, as well as \$34,305.00 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$196,069.00 in FY26-FY29;

AND

Approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Baxter & Woodman Natural Resources, Inc. of Marengo, IL, for the stewardships of six (6) stormwater basins at a cost of \$21,540.00 in FY26, \$21,540.00 in FY27, \$21,540.00 in FY28, and \$24,720.00 in FY29, as well as \$21,500.00 for the purpose of seeding and controlled burns performed at these basins between FY26 and FY29, for a total not-to-exceed amount of \$110,840.00 in FY26-FY29;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders related to this contract within the authorized amount.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Mary Ryan Norwell

Mary Ryan Norwell, Village Clerk

MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

January 23, 2026

Nazario Rivas
Davey Resource Group, Inc.
910 Riverside Dr, Ste 5
Elmhurst, IL 60126

NOTICE OF AWARD – Storm Basin Stewardships

Dear Mr. Rivas:

This notification is to inform you that on January 19, 2026, the Village of Orland Park Board of Trustees approved awarding Davey Resource Group, Inc. the contract in accordance with the proposal you submitted dated December 18, 2025, for Storm Basin Stewardships for an amount of \$40,852.00 in FY26, \$39,088.00 in FY27, \$40,288.00 in FY28, and \$41,536.00 in FY29, as well as \$34,305.00 for seeding and controlled burns performed at these basins between FY26 and FY29, for a total not to exceed amount of one hundred ninety-six thousand sixty-nine and 0/100 (\$196,069.00) Dollars.

You have been awarded stewardship of Caro Vista, Colonades, Deer Chase Estates, Deer Chase Estates East Basin, Equestrian Trail, Laurel Hills, Long Run Creek, Marley Blvd Middle, Marley Blvd North, Marley Blvd South, Mill Creek, Orland Brook East (north half), Plum Tree, Pinewood North 3, Spring Creek, Treetop 1, Treetop 2, and Wedgewood Commons ponds.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 6, 2026.

- Submit electronically a **Certificate of Insurance** with the name of this project on it.
- Business Relationship Disclosure Form

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted Ivana Lisnich, Management Analyst, at ilisnich@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6352 or e-mail me at thartman@orlandpark.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler Hartman', with a long horizontal flourish extending to the right.

Tyler Hartman
Construction Project Technician

MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



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William R. Healy

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Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

February 25, 2026

Nazario Rivas
Davey Resource Group, Inc.
910 Riverside Dr, Ste 5
Elmhurst, IL 60126

NOTICE TO PROCEED – Storm Basin Stewardships

Dear Mr. Rivas:

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6352 to arrange the commencement of the work.

The Village has processed Contract Number #20260095 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Tyler Hartman
Construction Project Technician

