

Exhibit B



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

10/10/24

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

Reference: Restoration of Municipal Basin 16-06 - 2023-2024

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 the Orland Park Municipal Basin in Orland Park, IL. This proposal is inclusive of all labor, material, and equipment required to perform the mowing of the additional area illustrated in the map below. This area is HOA property and permission to complete work has been obtained by the village.

This Proposal Also Includes Information about the original contract. Prices for services already under contract are not included in the price of

Scope of Work

- Dead Vegetation Mowing and Removal

One visit will be made to mow down the dead Phragmites vegetation from the HOA property. Mowing will be conducted using a UTV with a pull behind mower, brush cutters, and possibly a walk behind flail mower. Biomass generated from the mowing will be incorporated into the ground surface, to be burned as much as possible during future scheduled RX Burn. Price only include one mobilization in and out. If incorporated into the surface, mown thatch is to remain on site to decompose naturally where burning does not or cannot occur.

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 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,

Tony Lazzara
Project Manager/Associate Consultant
Davey Resource Group, Inc.
www.daveyresourcegroup.com

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 \$135 per hour. Any on-site supervision by an arborist during construction will require a three (3)-hour minimum charge.

Project Title/Name

Rate Schedule	Contract Type	Quantity	Unit	Unit Price	Total Price
Woody Veg. Removal & Stump Applicatio	Firm-Fixed Price	9	Acres	\$ 2,000.00	\$ 18,000.00
Preseeding Vegetation Management & Dea	Firm-Fixed Price	1	Lump Sum	\$ 78,945.00	\$ 78,945.00
Preseeding Vegetation Management & Dea	Firm-Fixed Price	1	Lump Sum	\$ 64,945.00	\$ 64,945.00
CHANGE ORDER Vegetation Mowing	Firm-Fixed Price	1	Lump Sum	\$ 4,350.00	\$ 4,350.00
				Subtotal	\$ 166,240.00

NEW TOTAL

Total \$166,240.0

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: _____

Title: _____

Date: _____

Davey Resource Group, Inc.

Name/Title: _____

Date: _____

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:

INSURANCE REQUIREMENTS

Certificate Holder Name and Address (if different than listed on page 1 of the proposal):

List of Additional Insured Entities:

**Terms and Conditions per the Village of Orland Park Master Service Agreement
date 4/1/2020 will apply.**

~~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~~
- ~~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. If Client requires an Additional Insured endorsement, DRG shall provide one in the certificate of insurance, listing only the entities requested in the "Additional Insured Requirements" section above.~~

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 tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

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.