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Kent, OH 44240  
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910 S. Riverside Drive, Suite 5  
Elmhurst, IL 60126  
630.559.2035

10/2/2020

Mike Mazza  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, IL 60462

Reference: Arbor Ridge West Pond

Dear Mike,

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 Arbor Ridge West Pond in Orland Park, IL. This proposal is inclusive of all labor, material, and equipment required to perform the work described below.

### Scope of Work

Proposal includes three (3) stewardship visits throughout the 2020 growing season, one in May, one in July and one in September and one (1) visit to perform a controlled burn.

#### - Stewardship/Management of Native Landscapes:

Visits for stewardship will be made throughout the growing season to control weeds within the BMP basin/native landscape. 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.

#### - Prescribed Burn Management:

Work includes state and local permit acquisition, preparation, and burn management for the site during the 2021 burn season. 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, I 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 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 920-427-2335. Thank you for allowing DRG, Inc. the opportunity to work with you.

Sincerely,

Dave Neu  
Project Developer  
Davey Resource Group, Inc.  
[www.daveyresourcegroup.com](http://www.daveyresourcegroup.com)

# Authorization to Proceed

## Arbor Ridge West Pond

Rate Schedule	Quantity	Unit	Unit Price	Total Price
Supplemental Seeding - Not to Exceed Budget	1	Lump Sum	\$ 3,000.00	\$ 3,000.00
Stewardship of Native Landscapes - 2021	5	Per Visit	\$ 830.00	\$ 4,150.00
Prescribed Burn Management - 2021	1	Lump Sum	\$ 1,100.00	\$ 1,100.00
Stewardship of Native Landscapes - 2022	5	Per Visit	\$ 830.00	\$ 4,150.00
Stewardship of Native Landscapes - 2023	5	Per Visit	\$ 830.00	\$ 4,150.00
		<b>Subtotal</b>	\$	16,550.00
			<b>Total</b>	<b>\$ 16,550.00</b>

By signing this form, I do hereby acknowledge acceptance of the terms described above and authorize work to be performed.

Client Name: GEORGE KOZMAY, VILLAGE MANAGER

Authorizing Signature: [Signature]

Title: Village Manager

Date: 1/12/2021

Davey Resource Group, Inc.

Name/Title: Dave Neu/Project Developer

Date: 10/2/2020

## TERMS AND CONDITIONS

All pricing is valid for six months from the date of this proposal.

Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.

Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.

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.

## 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. 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.



