



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND HEY AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made January 1, 2022, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and HEY AND ASSOCIATES, INC. (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with Landscape Architecture and Wetland Consulting Services (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 October 20, 2021; and/or
- Village of Orland Park RFQ/RFP/Purchase Order No. 21-055.

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 \$50,000.00 per year for FY2022, FY2023 and FY2024. (“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 \$50,000.00 per year for FY2022, FY2023 and FY2024. 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 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

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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 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.

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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 October 20, 2021 (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 1, 2022 (hereinafter the “Commencement Date”), and shall be completed no later than December 31, 2024 (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.

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: Khurshid Hoda, Director of Engineering  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: (708) 403-6128  
Facsimile: n/a  
Email: khoda@orlandpark.org

**To the Consultant:**

Name: Tim Pollowy, Senior Landscape Architect  
Company: Hey and Associates, Inc.  
Address: 8755 W. Higgins Road, Suite 835  
City, State, Zip: Chicago, IL, 60631  
Telephone: (773) 693-9200  
Facsimile: (847) 740-2888  
Email: tpollowy@heyassoc.com

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

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

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(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 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

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imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

- (iv) Professional Liability:
  - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
  - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- (v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

- (vi)  Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related 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.

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- 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.
- 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.

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

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, 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.

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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 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

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employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: 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.
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.

**\*954760-01-10-13\***

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.
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.

**\*954760-01-11-13\***

- 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.

HEY AND ASSOCIATES, INC.

VILLAGE OF ORLAND PARK

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Thomas L. Polzin

Name: George Koczwar

Its President & Authorized Agent

Title: Village Manager

**\*954760-01-12-13\***

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated October 20, 2021  
and/or in Village Proposal Number 21-055 dated September 30, 2021  
Hourly rate revisions letter dated November 4, 2021

EXHIBIT B

[ATTACH IF REQUIRED]

**\*954760-01-13-13\***

*Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

EXHIBIT A

VOLO, ILLINOIS

8755 W. HIGGINS ROAD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

MILWAUKEE, WISCONSIN

October 20, 2021

Mr. Patrick O'Sullivan  
Village of Orland Park  
Office of the Village Clerk  
2nd Floor  
14700 S. Ravinia Avenue  
Orland Park, IL 60462

Re: Landscape Architect Services  
Request for Proposals #21-055  
Hey #21-0369

Dear Clerk O'Sullivan,

Thank you for the opportunity to submit this proposal for professional landscape architect and wetland services to the Village of Orland Park (Village). Hey and Associates, Inc. (Hey) was privileged to be selected by the Village for such review, inspection, and planning services in 2017. We believe that Hey has been able to provide timely and succinct review comments, inspection reports, and design assistance on all projects assigned since that time. Hey's landscape architecture and wetland staff have decades of relevant experience in the Chicago region, and are very familiar with Village Landscape and Tree Preservation Ordinance and Cook County Watershed Management Ordinance requirements as described in detail in the attached proposal. Hey is also knowledgeable about the Village and its procedures, having worked on several projects including but not limited to the Humphrey Woods Assessment and Master Plan, Stellwagen Farm Landscape Restoration, and drainage improvements at Brown and Frontier Parks.

We look forward to the opportunity to continue to work with Village staff in the effective implementation of the Landscape and Tree Preservation Ordinance and Watershed Management Ordinance for the benefit of the citizens of Orland Park. Please do not hesitate to contact me at 847.404.3845 or [tpollowy@heyassoc.com](mailto:tpollowy@heyassoc.com) with any questions or to discuss our qualifications and approach.

Sincerely,



Tim Pollowy, PLA, ASLA  
Senior Landscape Architect



*Hey and Associates, Inc.*

**TECHNICAL PROPOSAL**

**RFP #21-055**

**LANDSCAPE ARCHITECT SERVICES**

**Village of Orland Park, Illinois**

**October 20, 2021**



## TABLE OF CONTENTS

Cover Letter

Introduction \_\_\_\_\_ 3

Project Understanding \_\_\_\_\_ 4

Experience \_\_\_\_\_ 6

Qualifications \_\_\_\_\_ 14

Resumes \_\_\_\_\_ 16

Hourly Rates \_\_\_\_\_ 20

Required Forms \_\_\_\_\_ 21





## Introduction

Hey and Associates, Inc. (Hey) is a professional engineering, ecological consulting, and landscape architecture consulting firm founded in 1976 to deliver comprehensive solutions to complex water resources and natural resources challenges. Over the last 45 years, the firm has grown to offer a full range of professional services.

Hey's multi-disciplinary staff of engineers, scientists, landscape architects, and support staff collaborate to identify opportunities, design creative solutions, and implement projects that are grounded in the fundamental principles of water resources, environmental science, and sustainability. Regulatory requirements, constructability, cost effectiveness, and long-term management requirements are thoughtfully considered for all projects to ensure we meet our clients' expectations.

## HEY LANDSCAPE ARCHITECTURE SERVICES

### SERVICE AREAS

#### Landscape Architecture

- Site Design
- Green Infrastructure
- Natural Areas
- Transportation
- Parks & Recreation
- Certified Arborist Services
- Municipal Review & Inspection
- Construction Management

#### Ecology

- Wetland Delineation & Permitting
- Ecological Restoration & Management
- Lake Assessment & Management
- Ecological Inventories/Surveys

#### Engineering

- Drain Tile Surveys
- Civil Engineering
- Municipal Engineering
- Stormwater & Floodplain Management
- Soil Erosion & Sediment Control
- Construction Engineering

**Site Design.** Our landscape architects provide creative, sustainable planting plans for all types of projects. We also design architectural site hardscape features such as trails, plazas, water features, benches, fences, and other site furnishings.

**Green Infrastructure.** Hey is recognized as a regional leader in the development of green infrastructure. When designed properly, green infrastructure also provides many secondary benefits such as livable outdoor spaces, improved aesthetics, and enhanced public safety.

**Natural Areas.** Planning, design, and construction management of natural areas restoration and management is a combination of art and science. We have extensive experience with wetlands, prairies, savannas, woodlands, streams, rivers, ponds, and lakes in urban, suburban, and natural settings.

**Transportation.** Our staff landscape architects have extensive experience in all phases of transportation projects. We have successfully integrated traditional roadside landscapes and green infrastructure into roadway projects.

**Parks & Recreation.** Planning and design services are available for park and recreation projects of any scale. We have also designed public access improvements such as trails, boardwalks, overlooks, comfort stations, and parking facilities for forest preserves, park districts, and municipalities.

**Certified Arborist Services.** Hey's ISA Certified Arborists provide an array of arboricultural services including tree protection planning, woodland management planning, tree replacement plans, tree removal permit assistance, tree health assessment and consulting on a variety of tree ordinance compliance issues.

**Municipal Review & Inspection.** Hey's landscape architects provide municipal review and inspection services to help communities ensure compliance with landscape ordinance requirements.

**Construction Management.** Our landscape architects have provided construction inspection and management services for projects undertaken by local agencies, counties, IDOT, and the ISTHA.



*Greystone Residential Development in Orland Park*

## Project Understanding

The Village seeks to retain a landscape architect to perform reviews, inspections, planning and design (when needed), and assist in all landscape-related planning and mitigation items. A wetland specialist is also sought to perform wetland reviews and inspections in accordance with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Watershed Management Ordinance (WMO). Hey has a proven track record of providing these services in Orland Park and other communities across northeastern Illinois.

Reviews for all non-residential and certain residential developments will be completed for Preliminary and Final Landscape Plan submittals by developers, builders, and contractors to ensure compliance—or identify when variances are required—with the Village’s Landscape and Tree Preservation Ordinance. Key aspects of these landscape reviews include meeting the requirements of seven landscape zones identified in the Ordinance:

- 1) Landscape Parkways
- 2) Landscape Corridors
- 3) Landscape Bufferyards
- 4) Foundation and Interior Landscape
- 5) Parking Lot Area Landscape
- 6) Signage Landscape
- 7) Stormwater Management Area Landscape

Additional elements of landscape plan reviews include:

- Plant diversity requirements
- Tree inventory and mitigation plan
- Hydroperiod analyses for basins and BMPs
- Naturalized landscape area Monitoring and Maintenance ('M&M') Plans for detention basins and stormwater BMPs
- Landscape cost estimates

Wetland submittals will also be reviewed for compliance with the WMO. This may include some or all of the following:

- Reviewing wetland delineation reports
- Completing wetland boundary concurrence inspections
- Evaluating Floristic Quality Index (FQI) ratings to determine isolated wetland status under the WMO
- Review of isolated wetland mitigation plans
- Review of Schedule W submittals
- Correspondence/coordination with outside agencies including but not limited to MWRDGC, the U.S. Army Corps of Engineers (USACE), and Illinois Department of Natural Resources (IDNR), and others as necessary.

Letter reports which succinctly describe review comments will be provided to Village staff. These letters will also include a recommendation whether or not to approve the landscape plans and/or wetland submittals. Submittal deficiencies will be described in the review letters to help petitioners get through the development process as quickly as possible.

### WHY CHOOSE HEY?

- Extensive knowledge of Village requirements and processes
- Continuity and institutional knowledge - no down time during transition of projects and inspections
- We understand maintenance must be considered during design
- Public sector experience throughout northeastern Illinois

## Project Understanding (continued)

All development projects will be inspected for proper installation and compliance with the approved Final Landscape Plan. Inspection report letters, representative photos, exhibits, and 'punch lists' will be provided to clearly described any observed deficiencies. Inspections will also include assessments of native landscapes to determine whether annual performance criteria included in the project's approved M&M Plan are being met. WMO annual inspections for volume control and detention basins (mechanical and underground) will also be performed once per year for WMO permitted projects.



*Kruse Education Center in Orland Park*

Assistance with professional reviews and modifications of Section 6-305 Landscape and Tree Preservation of the Land Development Code is to be provided. Hey provided input to Village staff during the most recent update to 6-305, which occurred during July of 2018. Being extremely familiar with 6-305 on account of interpreting and applying it for the past four years, the following potential modifications are offered for consideration:

- ⇒ At 21 page length, the Landscape and Tree Preservation Ordinance can be intimidating to those who are not familiar with it. Simplify language without decreasing quality standards.
- ⇒ Clarify options available to petitioners when site constraints make it difficult to meet requirements (e.g., cash in lieu, moving plants to another landscape zone, etc.).
- ⇒ Better integrate Stormwater Management Area Landscape requirements such as setbacks, slope requirements, and related aspects with Village stormwater management guidelines and requirements.
- ⇒ Simplify and clarify plant diversity requirements (e.g., combine perennials and ornamental grasses into a single category, define how groundcovers are counted, etc.)
- ⇒ Update List of Recommended Plant Species

Concept planning, design, and preparation of plans, specifications, and estimates (PS&E) will be completed for various Village-initiated project as requested. Work may be associated with the Village's Tree Preservation and Green Infrastructure Account (wherein developers pay cash-in-lieu when certain elements of the Landscape and Tree Preservation Ordinance are not met) or other such initiatives.

Bi-weekly landscape coordination meetings will be attended by Village staff and the landscape architect. These meetings may be in-person at Village Hall, online (e.g., Teams or Zoom), or field meetings to review specific projects. Whenever possible, field inspections will be scheduled for the same day as in-person meetings to make efficient use of travel time. As has been done for the past four years, if a full day (7-8 hours) in Orland Park can be scheduled, Hey staff will not charge mileage or travel time.

**200+**

**Reviews Completed  
for Orland Park**

**150+**

**Inspections Completed  
in Orland Park**

**10**

**Planning and Design Projects  
for Orland Park**

## Experience

Hey has been providing landscape review and inspection services to the Village for the past four years, and also started providing wetland review services in 2021. During this time, our staff have developed a thorough understanding of all pertinent regulations and policies associated with landscape and wetland reviews and inspections. There will be no need for transition or 'getting up to speed' - we will be ready to go on day one.

Hey staff has provided landscape, wetlands, and engineering review and inspection services to numerous public clients across northeastern Illinois, including the following:

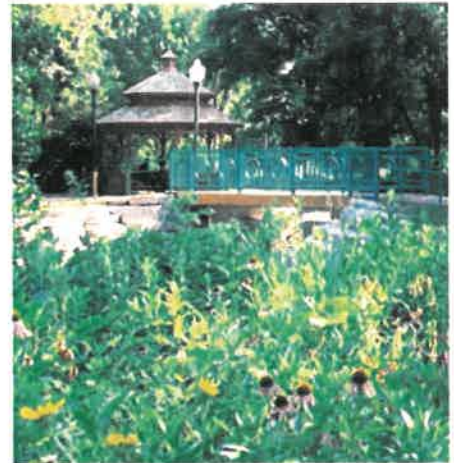
<u>Community/Agency</u>	<u>Services Provided</u>
City of Elgin, IL	Landscape Architecture, Wetlands
City of Yorkville, IL	Landscape Architecture, Wetlands
City of Wilmington, IL	Engineering, Wetlands
Village of Barrington Hills, IL	Engineering, Wetlands
Village of Green Oaks, IL	Wetlands
Village of Hainesville, IL	Wetlands
Village of Hampshire, IL	Wetlands
Village of Niles, IL	Engineering, Wetlands
Village of Orland Park, IL	Landscape Architecture, Wetlands
Village of South Barrington, IL	Wetlands
Village of Volo, IL	Wetlands
Village of Wauconda, IL	Wetlands
Cook County DOTH, IL	Engineering, Wetlands
DuPage County DOT, IL	Landscape Architecture
Kane County, IL	Engineering, Landscape Architecture, Wetlands
McHenry County DOT, IL	Engineering
MWRDGC, IL	Wetlands



*Hey staff bring a comprehensive viewpoint to inspections. Lack of or poor SESC measures on construction sites is not only a regulatory concern for MS4 communities, but also can have a negative impact on establishment of desirable vegetation.*

## Experience (continued)

The following pages illustrate Hey's experience and expertise.





## POLICE STATION RAIN GARDEN ELMHURST, ILLINOIS

**Owner**  
City of Elmhurst

**Duration**  
Completed 2017

**Project Highlights**  
Grant assistance  
Master planning  
Green infrastructure  
Native planting design  
Interpretive signage

The City of Elmhurst wanted to develop and implement a project that integrated green infrastructure to demonstrate its use and benefits. They worked with the City to develop a comprehensive Green Infrastructure Plan for the Elmhurst Police Station located in the downtown area. This plan provided improvements to the site including stormwater runoff detention and water quality benefits, traffic calming and pedestrian safety, universal accessibility, landscape enhancements, and pavement restoration.

They prepared a Concept Design Report for the entire Green Infrastructure Plan and submitted it for a DuPage County Water Quality Improvement Grant. The application addressed the first phase of the project which was the development of a rain garden to replace an existing unused turf lawn in front of the building. This project was one of the recipients selected by DuPage County for FY16 grants. They proceeded to prepare design plans for the project which was constructed during 2017.

The phase one project included excavation of a shallow rain garden, disconnecting building downspouts from the sewer system, and redirecting surface and roof runoff into the rain garden. The planting plan features native vegetation appropriately organized for the urban setting of the site. In addition, interpretive signage was designed and installed to inform visitors of the benefits green infrastructure provides.

DuPage County Stormwater has repeatedly referred to this project as one of the best examples of green infrastructure in an urban setting within the County, and often uses images of this project in various presentations and publications.



## **OAK PARK**

### **NILES, ILLINOIS**

**Owner**  
Village of Niles

**Duration**  
Completed in 2018

**Project Highlights**  
Sustainable design and engineering  
Flood reduction  
Combined sewer overflow reduction  
Native plantings  
Interpretive signage

Hey designed a neighborhood bioinfiltration swale and permeable paver parking lot at Oak Park in the Village of Niles. The bioswale was constructed within the parkway of Lee Street and collects stormwater runoff from the street and adjacent park. The bioswale was planted with a variety of native grasses, wildflowers, and shrubs to provide year round interest and habitat for pollinators.

Also as part of the project, an existing asphalt parking lot along the east side of the park was replaced with permeable pavement. The final design included Spancrete RePEnish pervious precast pavement with additional stormwater runoff storage below.

The project reduces Combined Sewer Overflow (CSO) events, reduces the volume of sewage discharged during a CSO event, and augments groundwater infiltration. It will also reduce the amount of chlorides present in CSO discharges that occur during winter months.



## RESILIENT CORRIDORS CHICAGO, ILLINOIS

**Owner**  
City of Chicago

**Duration**  
2017—present

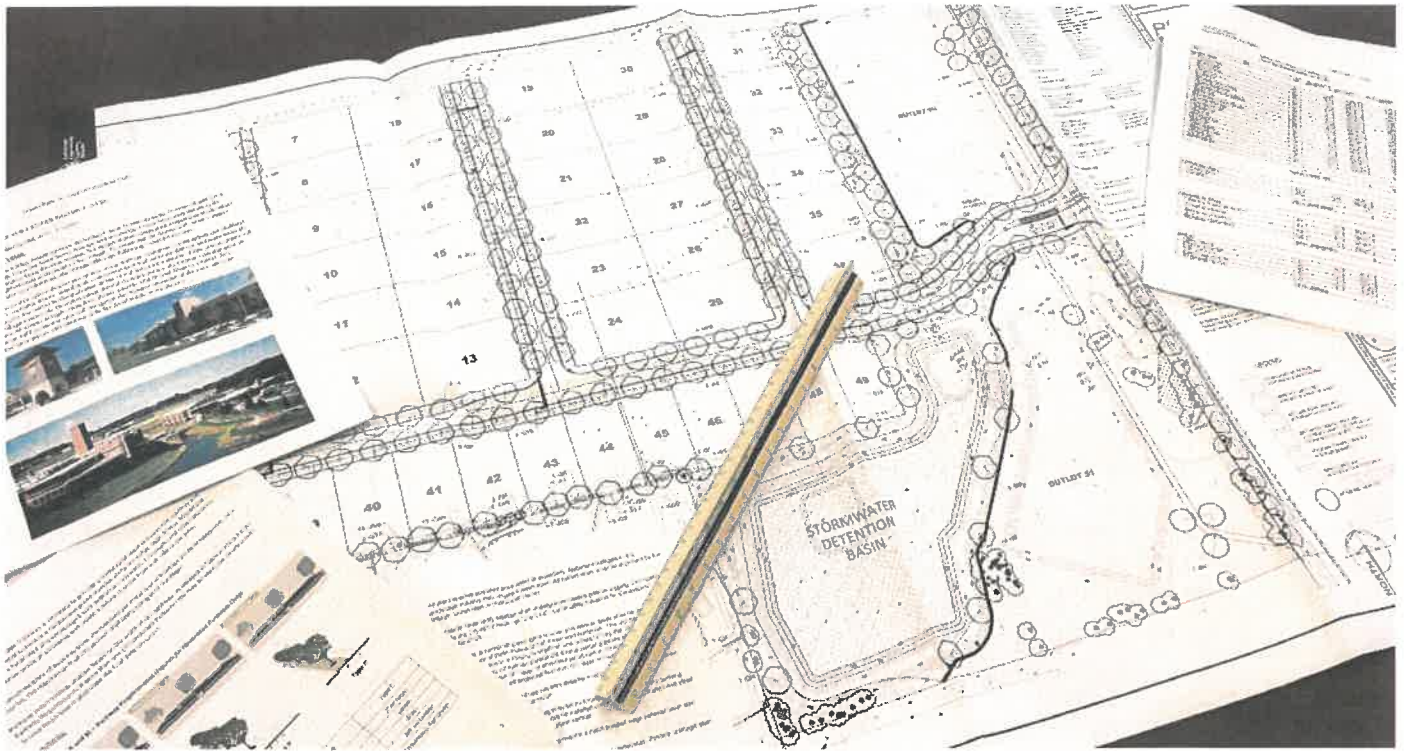
**Project Highlights**  
Vacant lot redevelopment  
Combined sewer overflow reduction  
Green infrastructure  
Native gardens

Hey was part of a team of consultants selected by the City of Chicago’s Department of Planning and Development to prepare final design plans for green infrastructure improvements in two of the city’s west side neighborhoods. The improvements to ten lots along three commercial corridors are characterized by street-facing public spaces with interspersed plazas, pocket parks, native plantings, and community gardens. Green infrastructure features including rain gardens and permeable pavement were also prominently featured. Each lot was designed with a community partner and features amenities that support local programming and neighborhood development.

Extensive coordination was required during project design. Remediation of contaminated soils had to be coordinated with IL EPA. The local alderman and resident groups strongly supported this project to remove urban blight and develop open spaces that could be used and appreciated by the community. Coordination with other agencies included the Chicago Department of Transportation, Chicago Department of Fleet and Facility Management, and Chicago Department of Water Management.

This is considered a pilot project for the Department of Planning that aims to activate blighted corridors in underserved neighborhoods and use green infrastructure to reduce the risk of basement backups. The innovative designs capture stormwater from the city right-of-way and convey it into the lots to be stored before infiltrating it or slowly releasing it back into the city sewer system. Stormwater monitoring equipment is being installed on three of the sites with a cloud based data management system. This data will be used to monitor the performance and the benefits of the projects.





## PLAN REVIEW & LANDSCAPE ARCHITECTURE SERVICES ORLAND PARK, ILLINOIS

**Owner**  
Village of Orland Park

**Duration**  
2018—present

**Project Highlights**  
Landscape plan review  
Tree preservation plan review  
Landscape inspection  
Wetland review  
Tree preservation inspection  
Natural areas management  
Municipal project design  
Wetland/native landscape inspection

Hey provides landscape plan and tree preservation reviews, wetland reviews, landscape and tree preservation inspections, landscape code guidance, and landscape design services for the Village of Orland Park. The following services are included:

- Plans submitted by petitioners are reviewed for compliance with landscape ordinance and tree preservation requirements.
- Plantings associated with developments are inspected for proper installation and compliance with approved plans. Naturalized stormwater management areas are monitored for three years to ensure they progress as intended.
- Technical assistance and support on code-related issues are provided. We have assisted with revisions to the Village's landscape and tree preservation requirements.

Municipal projects have included:

- Stellwagen Family Farm—Design and construction inspection of native landscape, pasture, and trails at a working historic farm park.
- Municipal Complex—Planning and design of landscape renovation including village hall, community center, veterans memorial, and parking lot.
- Humphrey Woods—Prepared an inventory and management plan for a 24-acre natural area consisting of oak woodlands and wetlands.
- Olde Mill Open Space—Plan preparation and construction inspection for naturalized stormwater management facilities and floodplain associated with an ongoing residential development.
- Orland Ridge Roundabout and Streetscape Enhancement—Developed concept plans for Village-funded improvements associated with new development.



## **VARIOUS/VARIOUS LANDSCAPE ARCHITECTURE SERVICES DU PAGE COUNTY, ILLINOIS**

**Owner**  
DuPage County DOT

**Duration**  
2018—present

**Project Highlights**  
Landscape inspection  
Tree inspection  
Preparation of work orders  
Construction inspection  
Landscape design  
Construction management  
Plan review  
Public interaction

Hey was selected by the DuPage County Division of Transportation to serve as the County's landscape architecture consultant. In this role we are responsible for inspecting and overseeing the maintenance and development of all County-owned roadsides.

Work includes the following tasks:

- Conducting roadside landscape inspections to identify maintenance needs, tree removal requirements, areas suitable for planting, etc.
- Responding to resident complaints.
- Preparing work orders directing Contractors to complete specified work.
- Inspecting completed Contractor work.
- Preparing pay estimates and related contract administration.
- Reviewing roadside landscape plans prepared by others.
- Preparing new roadside landscape maintenance and planting contracts.
- Coordination with other County Divisions/Departments as requested on other miscellaneous projects such as trail development and wetland mitigation.



## THE PRESERVE HIGHLAND PARK, ILLINOIS

**Owner**  
Park District of Highland Park

**Duration**  
2018—present

**Project Highlights**  
Golf course conversion to open space  
Trails  
Seating  
Entry plaza  
Overlooks  
Nature play  
Nature maze  
Sensory garden  
Site furnishings  
Habitat restoration  
Water quality protection  
OSLAD and 319 grant funding

The Preserve converted the landscape of a former golf course to an interactive nature experience and play space for all ages. Existing features help to define activities and are used to create unique experiences as visitors move through the site. As an intergenerational nature playscape, The Preserve will offer opportunities to engage with one’s environment on varying levels and will include Gateway and Connector multi-use trails, interior destination pathways, and meandering nature trails. Native plantings wind through the park while turf areas provide space for programmed events, special events, and picnics. Situated along the Skokie River, the site responds to fluctuating water levels, creating an ephemeral experience that changes with the time, day, and season. Low lying areas, planted with wetland species, will create opportunities for diverse habitat and different visitor experiences.

The Park District of Highland Park retained Hey to design this new park. Hey’s scope included leading the design from initial concept development through construction document preparation. An extensive public process was involved to gather community input and build support for the project. In addition to a hierarchy of trails traversing the site, the project also included numerous nature play areas, enhanced wildlife habitat, several overlooks and rest areas, a nature maze, signage and wayfinding, and a sensory garden. The project was awarded an IEPA 319 Grant and OSLAD Grant.

The project site is bisected by the Skokie River with much of the eastern portion of the project area located within the river’s floodplain and floodway. The plans have carefully considered the floodplain and floodway permitting requirements including compensatory storage and “appropriate uses” within the floodway. Hey also prepared a hydroperiod analysis based on a statistical evaluation of the river’s gauge records to determine how frequently and for how long the site was inundated at various elevations. This information helped inform at what elevations to place various plant communities for the best chance of success.

Hey is currently providing construction phase services. Construction is scheduled to be completed by the end of 2021.

## Qualifications

We have assembled a team of experienced professionals to work hand in hand with the Village to successfully complete this project. We are confident the Hey Team brings a unique approach and perspective based on our individual and collective experiences and expertise. Brief introductions to key project staff are provided below. Resumes are provided on the following pages.

**Project Manager  
Landscape Architect  
Landscape Inspector  
Tim Pollowy, PLA, ASLA**

- Licensed Professional Landscape Architect
- Over 25 years of experience in the public and private sectors
- Plan review, inspection, and planning and design experience
- Extensive knowledge of traditional and native landscapes

**Landscape Architect  
Landscape Inspector  
Ryan Alexander, PLA**

- Licensed Professional Landscape Architect
- Certified Arborist
- Over 12 years of experience
- Plan review, inspection, and planning and design experience

**Wetland Specialist  
Wetland Inspector  
Vince Mosca**

- Extensive knowledge of MWRDGC WMO wetland requirements
- Wetland permit review and inspection expertise
- Over 30 years of completing wetland delineations and permit applications
- Provides wetland reviews for MWRD

**Wetland Specialist  
Wetland Inspector  
Jeff Mengler**

- Professional Wetland Scientist #2478
- Extensive knowledge of MWRDGC WMO wetland requirements
- Wetland permit review and inspection experience
- Over 30 years of professional experience in natural resources

## Qualifications (continued)

**Tim Pollowy, PLA, ASLA, Senior Landscape Architect** at Hey, has over 28 years of experience in landscape architecture, environmental planning, and ecological restoration. Areas of expertise include sustainable and resilient site design, green infrastructure, the restoration and management of natural areas, transportation, and parks and recreation. He is an experienced project manager, using his organizational and communication skills to keep projects on track and within budget. Tim has a thorough hands-on understanding of construction management, and has overseen the successful implementation of a wide variety of projects. Tim has provided landscape architecture services to the Village of the past four years and is very familiar with Section 6-305 Landscape and Tree Preservation of the Village's Land Development Code. He also previously worked as a Landscape Planner for the Village of Schaumburg where his responsibilities included landscape plan review, landscape inspections, enforcement of the Village's tree preservation ordinance, and planning and design for municipal projects. Mr. Pollowy possesses an IDOT Documentation of Contract Quantities certificate, has successfully completed IDOT/FHWA Context Sensitive Solutions (CSS) training for public consensus building, and is a Registered Landscape Architect in Illinois and Wisconsin.

**Ryan Alexander, PLA, Certified Arborist, Landscape Architect** at Hey, has over 12 years of experience in landscape architecture with extensive work in parks and recreation including playgrounds, passive recreation, and athletic fields with both natural and synthetic surfaces. Additional areas of practice include green infrastructure and sustainable design, natural area restoration, planning & analysis, transportation, grant writing, and plan review & inspections. Ryan has spent his career in multi-disciplinary firms working closely with ecologists and civil engineers. As a project manager, he has worked closely with owners and contractors to guide the implementation of several park and landscaping projects. While with a previous employer, Ryan provided landscape review and inspection services to the Village. Mr. Alexander is a Registered Landscape Architect and Certified Arborist in Illinois.

**Vince Mosca, Vice President and Senior Ecologist** at Hey, has been involved with thousands of wetland and ecological assessment projects over the past 30 years in northeastern Illinois and Wisconsin. Vince also regularly leads regulatory permitting (local, state, and federal) efforts for both public and private sector projects. He has experience dealing with state and federal endangered species issues, and with all aspects of ecological restoration, particularly wetlands and streams. Many of his recent projects relate to green infrastructure planning and design for stormwater quality and quantity management. He has given multiple presentations concerning modern approaches to water quality improvements for point and non-point sources, including discussions about costs related to design, operations and maintenance. Mr. Mosca graduated from Northland College with a Bachelor of Science in Biophysical Environmental Studies, Minor in Chemistry, as well as MS in Ecosystem Studies from the University of Wisconsin-Green Bay.

**Jeffrey L. Mengler, PWS, Senior Project Scientist** at Hey, has 35 years of professional experience in natural resources. He has worked with private, non-profit, and government organizations in the research, management, restoration, protection, and assessment of Midwestern ecosystems. This work included NEPA compliance; endangered species recovery, searches, and consultation; wetland permitting; wetland mitigation design/implementation; resource protection plans and assessments; green infrastructure/watershed planning; and many aspects of interagency/stakeholder coordination. Mr. Mengler began his career in the research department at the Morton Arboretum, and after a brief stint in consulting, worked as a senior biologist in the U.S. Fish and Wildlife Service's Chicago Ecological Services Field Office for 18 years. Mr. Mengler re-entered consulting in 2010. Over the years, he has developed and maintained close working relationships with policy makers, resource agency personnel, researchers, environmental groups, and stakeholders throughout the Chicago region. As a result, he has successfully developed collaborative approaches to resolving resource management issues. Since joining Hey and Associates, Inc. he has become an integral part of their interdisciplinary team approach to many projects. Recent major projects have included ecological consulting services and permitting for a major flood-control reservoir expansion project, permitting and restoration for multiple oil-spill cleanups, permitting and compliance for a major sanitary sewer upgrade project, wetland mitigation bank design/construction/permitting/monitoring, rare/protected species surveys, incidental take authorizations, species inventories, and endangered species relocations. He continues to serve in several leadership roles with conservation organizations in the Chicago region. He holds a B.S. and M.S. in Biological Sciences from Northern Illinois University, and is a certified Professional Wetland Scientist (PWS), a Certified Wetland Specialist (CWS) for Lake and McHenry Counties, and a Qualified Wetland Review Specialist (QWRS) in Kane County, Illinois.

Resumes are provided on the following pages.



## **Tim Pollowy, PLA, ASLA**

**Senior Landscape Architect**

### **REPRESENTATIVE PROJECTS**

**Village of Orland Park** – Landscape Architecture Services, Orland Park, Illinois. Reviewed development plans, conducted landscape inspections, and prepared revisions to the Village’s landscape and tree preservation ordinance.

**City of Elmhurst** – Police Station Improvements, Elmhurst, Illinois. Prepared master plan and completed design of the first phase including directing roof runoff into a large formal rain garden with interpretive signage, and provided construction inspections.

**Village of Niles** – Oak Park Bioswale and Permeable Parking, Niles, Illinois. Designed a parkway bioswale and interpretive signage adjacent to a public park.

**City of Chicago** – Resilient Corridors, Chicago, Illinois. Prepared plans for 13 neighborhood pocket parks along multiple community corridors, provided QA/QC of hardscape design, prepared specifications, and provided construction inspections.

**Waste Management** – The Wild Mile, Chicago, Illinois. Developed preliminary plans to implement bank stabilization, habitat improvements, water quality protection, and public awareness for the largest privately-owned portion of The Wild Mile, an initiative lead to restore and provide public recreation on the Chicago River.

**Village of Orland Park** – Stellwagen Family Farm, Orland Park, Illinois. Developed plans and specifications and provided construction phase support during restoration of 20 acres of prairie and oak woodland at new community open space.

**Village of Orland Park** – Humphrey Woods, Orland Park, Illinois. Completed site assessment and prepared restoration and management plan for diverse natural area including wetlands, oak savanna, and mesic woodland adjacent to the Village’s municipal complex.

**Village of Schaumburg** – Municipal Center Woodland Restoration and Creek Stabilization, Schaumburg, Illinois. Prepared plans for invasive species removals, seeding, and tree planting for a 6-acre woodland restoration, and stabilization of over 1,200 lineal feet of creek.

**MWRDGC** – Buffalo Creek Reservoir Expansion: Guided preparation of plans, specifications, and cost estimates for an approximately 170-acre foot expansion of an existing flood control reservoir located on Forest Preserve property.

**DuPage County Division of Transportation** – Landscape Design and Construction Management Services, DuPage County, Illinois. Project manager and landscape architect on multi-year country-wide contract to manage landscape contracts and provide landscape architecture services.

**Cook County Department of Transportation and Highways** – Joe Orr Road Extension Wetland Mitigation, Cook County, Illinois: Managed project to locate and create 22 acres of wetland mitigation credit on Cook County Forest Preserve District holdings for county road extension project.

**Park District of Highland Park** – The Preserve, Highland Park, Illinois. Project landscape architect during conversion of a public golf course to a passive recreation natural area with trails, scenic overlooks, specialty gardens, and site amenities.

**City of Yorkville** – Landscape Architecture Services, Yorkville, Illinois. Reviewed development plans, conducted landscape inspections, and prepared revisions to the City’s landscape and tree preservation ordinance.

### **Education**

Master of Landscape Architecture,  
University of Illinois, 1992

Bachelor of Landscape Architecture,  
University of Illinois, 1990

### **Previous Employment**

Consulting and Design Manager, Landscape  
Resources, Inc., Montgomery, IL, 1999-2003

Staff Ecologist, Applied Ecological Services,  
Inc., Brodhead, WI, 1996-1999

Associate Staff, Otis Associates, Inc.,  
Schaumburg, IL, 1994-1996

Landscape Planner, Village of Schaumburg,  
Schaumburg, IL, 1993-1994

Associate Staff, Johnson Johnson & Roy,  
Chicago, IL, 1992

### **Registration & Certification**

Illinois Registered Landscape Architect  
157001200

Wisconsin Registered Landscape Architect  
594-014

IDOT Documentation of Contract Quantities (S-14)

FHWA/IDOT Context Sensitive Solutions  
(CSS)



## Ryan Alexander, PLA, Cert. Arborist

### Landscape Architect

#### REPRESENTATIVE PROJECTS

**Village of Orland Park** – Landscape Review and Design Services, Orland Park, IL. (PRI) As the Village’s landscape architecture consultant, reviewed development plans, conducted landscape inspections, and prepared revisions to the Village’s landscape and tree preservation ordinance.

**Lake County DOT** – Permeable Parking Lot Renovation, Libertyville, IL. Prepared the landscape planting plan for parking lot, rain garden, and foundation plantings featuring native plants to serve as public demonstration landscape.

**Orland Park Public Library** – Children’s Reading Courtyard, Orland Park, IL. (Wight) Assisted in conceptual plan development, construction documentation and detailing of an outdoor learning environment.

**Village of Romeoville** – Police and K9 Memorial, Romeoville, IL. (Wight) Assisted in conceptual plan development, construction documentation and detailing of a memorial plaza.

**City of Moline** – Riverside Park Master Plan, Moline, IL. (PRI) Participated in the development of the Park Master Plan Report with tasks including concept plan development, narrative writing, implementation strategies and costs, and production of graphics for redeveloping a community park.

**DuPage County Division of Transportation** – Landscape Design and Construction Management Services, DuPage County, IL. Project manager and landscape architect on multi-year country-wide contract to manage landscape contracts and provide landscape architecture services.

**Illinois Tollway** – Systemwide Landscaping, Northeastern, IL. (PRI) Assisted in the site assessment, planting plans, cost estimates, and construction observation of various areas throughout the tollway system.

**Village of South Elgin** – Riverwalk at Panton Mill Park, South Elgin, IL. (Wight) Assisted in conceptual plan development, construction documentation and detailing of a community event space.

**Village of South Elgin** – Jim Hansen Park, South Elgin, IL. (Wight) Managed the conceptual plan development, construction documentation and detailing, and contract administration and observation of a playground redevelopment

**Village of Romeoville** – Malibu Bay Park; Budler Park, Romeoville, IL. (Wight) Managed the conceptual plan development, construction documentation and detailing, and contract administration and observation of multiple park and playground redevelopments.

**Will County Forest Preserve** – Four Rivers Education Center, Channahon, IL. (Wight) Assisted in conceptual plan development and custom element design of trail system and site amenity improvements including shelters, bird watching areas, and natural area restoration.

**Chicago Park District** – Hadiya Pendleton Park, Chicago, IL. (PRI) Managed the development of conceptual plans, construction documents, permitting, and assisted in contract administration and observation of a park redevelopment featuring a new playground, walking paths, fitness areas, amphitheater, a splash pad, and culturally themed design details.

#### Education

Bachelor of Landscape Architecture,  
Ball State University, 2008

#### Previous Employment Landscape Architect, Wight & Co.,

Darien, IL, 2017-2020

Landscape Designer, Planning Resources  
Inc., Wheaton, IL, 2008-2017

#### Registrations & Certifications

Illinois Registered Landscape Architect  
157001656

ISA Certified Arborist  
IL-9795A



**Vincent J. Mosca**  
**Vice President/Senior Ecologist**

**REPRESENTATIVE PROJECTS**

**Chicago Transit Authority/CDM Smith** – Provided wetland delineation and NEPA/draft EIS analysis for the Red Line Extension Project in Cook County. Coordination with U.S. Army Corps of Engineers.

**City of Elgin**—Individual Permit application and Anti-degradation Analysis/Elgin Promenade, Elgin, Illinois.

**Wheaton Sanitary District Interceptor Project**-Major sewer replacement and upgrade project through sensitive wetland complexes—Wheaton, Illinois.

**Lake County Public Works** - Permitting to support to Wastewater Treatment Plant, Old Mill Creek, Illinois.

**Waste Management** - 215-acre wetland mitigation complex in Grayslake, Illinois.

**Abbott Laboratories**-Land management strategy for federally endangered Eastern Prairie Fringed Orchid, Lake County, Illinois.

**Sterne’s Fen and Woods Nature Preserve**-Channel and vegetation restoration plan, Crystal Lake, Illinois.

**Lake County Department of Public Works**—Ecological Assessment of Mill Creek in Lake County, Illinois.

**Lake County Forest Preserve District**—Fort Sheridan Ravine Stabilization, Lake Forest, Illinois. Responsible for natural resources protection plan for unique and ecologically sensitive ravine tributary to Lake Michigan.

**Village of Richmond**—Non-degradation study for potential stream impacts by new sewage treatment plant along Nippersink Creek, Richmond, Illinois.

**Illinois Department of Natural Resources**—Red Wing Slough, Lake County, Illinois Water level management strategy for state nature preserve.

**Expert Testimony**

Meteor Timber Wetland Permit Contested Case Hearing – Division of Hearings and Appeals - Wisconsin

Nemadji Power Center, Superior, Wisconsin-WI Public Service Commission

West-Central Lateral Natural Gas Pipeline, WI Public Service Commission

Badger Coulee Transmission Line, WI Public Service Commission

**Wetland Permitting Review**

Metropolitan Water Reclamation District of Greater Chicago  
City of Niles

City of Elgin

City of Wilmington

County of Kane

Village of South Barrington

Village of Green Oaks

Village of Hampshire

Village of Hainesville

Village of Highland Park

Village of Orland Park

Village of Volo

Village of Wonder Lake

Village of Wauconda

**Education**

M.S., Ecosystem Studies, University of Wisconsin-Green Bay, 2018

B.S., Biophysical Environmental Studies (major), Chemistry (minor), Northland College, 1985

**Previous Employment**

Chemistry Teaching Assistant, University of Wisconsin-Green Bay, 1989

Limnology Research Assistant, University of Wisconsin-Green Bay, 1987

Naturalist, Carnegie Museum of Natural History, Pittsburgh, Pennsylvania, 1986-87

**Registration & Certification**

Certified Associate Ecologist, Ecological Society of America, 1993

Certified Wetland Specialist C-023, Lake County, Illinois

Qualified Wetland Review Specialist, No. W-001, Kane County, Illinois

Certified Wetland Specialist, McHenry County, Illinois

Green Infrastructure Maintenance and Operations Costs – McHenry County SWCD

Groundlayer Vegetation Considerations for Solar Farms– McHenry County





## Jeffrey L. Mengler, PWS

Senior Project Scientist

### REPRESENTATIVE PROJECTS

**Wheaton Sanitary District**—Northside Interceptor. Coordination with multiple design firms to lead permitting under federal and County/Village wetland, buffer, riparian, and stormwater regulations for 5.3-mile sewer rehabilitation/replacement project including a section through a significant natural area/marsh complex.

**Metropolitan Water Reclamation District of Greater Chicago**—Buffalo Creek Reservoir Expansion. Permitting lead and ecological assessment/perspective for interdisciplinary team tasked with final design and permitting for 180-acre foot expansion of existing reservoir, realignment and expansion of trail system, and ecosystem restoration within Lake County Forest Preserves property.

**AECOM/McHenry County Division of Transportation**—Johnson and Thayer Roads over Nippersink Creek. Wetland delineation, tree survey, drain tile survey, and ESR preparation for replacement of two rural structurally deficient bridges.

**EI/Village of Montgomery**—Multiple Public Projects. Wetland delineation, assessment, and permitting for flood control basin maintenance, public works facility expansion, new multiuse trail, and proposed riverfront re-development projects.

**Patrick Engineering/DuPage County Division of Transportation**—Geneva Road bridge over West Branch DuPage River. Wetland delineation and assessment, tree survey, and permitting for bridge replacement along Forest Preserve District land.

**Metropolitan Water Reclamation District of Greater Chicago**—Addison Creek Improvements, Cook County, Illinois. Provided all permitting support, including 401 antidegradation assessment, for a major flood damage reduction project on this highly degraded and urbanized stream.

**Metropolitan Water Reclamation District**—Wetland Review Services, Cook County, Illinois. Provided wetland permit review services to determine compliance with Stormwater Management Ordinance.

**Lake County Division of Transportation**—Buffalo Creek Wetland Mitigation Bank, Lake County, Illinois. Project manager responsible for mitigation bank concept design, development of bank prospectus, permitting and Mitigation Bank Instrument, and Phase 3 construction services for 65-acre wetland mitigation bank on forest preserve property.

**Village of Glenview**—Wildlife Surveys. Project manager and principal investigator for a wildlife survey at three properties focused on amphibian, reptile, avian, and fish species as a follow up to prior surveys to evaluate habitat management.

**Will County Forest Preserve District**—Spring Creek, Plum Valley Greenway and McKinley Woods Forest Preserve Herpetological Surveys, Will County, Illinois. Project Manager for inventories of reptiles and amphibians within Messenger Woods, Messenger Marsh, McKinley Woods, Briscoe Mounds, Moose Island, Conroy Island, Goodenow Grove Nature Preserve, Plum Valley Ravines, Moeller Woods, and Plum Valley Preserve.

**City of Aurora**—Mastodon Lake Blanding's Turtle Survey, Aurora, Illinois. Project manager for a survey to document absence of Blanding's turtles in Mastodon Lake to obtain positive closure of IDNR consultation.

**Various clients**—Rare and Protected Species Surveys and Consultation, northeastern Illinois. Conducted field surveys for rare and protected species including bald eagles, osprey, Blanding's turtle, piping plover, eastern prairie fringed orchid, leafy prairie clover, Indiana bat, northern long-eared bat, and other species for various landowners and provided consulting services on regulatory implications of positive findings.

### Education

M.S., Biological Science, Northern Illinois University, DeKalb, Illinois, 1985

B.S., Biology (Major), Chemistry (Minor)  
Northern Illinois University, DeKalb, Illinois, 1982

### Previous Employment

Senior Project Scientist/Botanist/Wetland Ecologist, Cardno ENTRIX, 2010-2013

Botanist/Wetland Ecologist, U.S. Fish and Wildlife Service, 1992-2010

Botanist/Senior Wetland Scientist, Environmental S/E, Inc., 1989-1992

Wetlands Biologist, Christopher B. Burke Engineering, Ltd., 1989

Research Assistant, The Morton Arboretum, 1986-1989

Field Ecologist, ENCAP, Inc., 1985

### Registrations & Certifications

Professional Wetland Scientist #2478

Certified Wetland Specialist C-162, Lake County, Illinois

Qualified Wetland Review Specialist W-096, Kane County, Illinois

Certified Wetland Specialist, McHenry County, Illinois

Hazwopper 40 hour training

The Field Museum, Research Associate since 2013

Society of Wetland Scientists – member since 1999

## Hourly Rates

We propose using our 2021 IDOT overhead rate of 168.15% and a 5% profit rate, resulting in a total direct labor multiplier (DLM) of 2.81% [ $1.05 * (1 + 1.68) = 2.81$ ]. With an estimated annual compensation increase of up to 5%, hourly rates are summarized below.

Staff	Base Hourly Rate	Rate with 2.81 DLM	Rate with 5% increase
Tim Pollowy	\$56.51	\$158.79	\$166.73
Ryan Alexander	\$31.25	\$87.81	\$92.20
Vince Mosca	\$36.06	\$101.33	\$106.40
Jeff Mengler	\$148.56	\$148.56	\$155.99

The noted rates are for the specific staff members included in this technical proposal, and reflect their experience and expertise. We would seek the Village's approval prior to assigning any different or additional staff members to this project.

Reimbursable fees would be in addition to the hourly rates listed above. Reimbursable fees could include, but are not limited to: mileage at current IRS rate, outside reproduction, shipping/delivery, or specialized equipment other than 'tools of the trade.' The proposed fees do not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

We have reviewed and take no exceptions to the General Terms and Conditions provided with the RFP by the Village.



*Hey has the specialized experience and expertise to successfully assist the Village with Landscape Architect and Wetland Specialist services.*

## Required Forms

The following pages contain the various required forms described in the RFP including:

- Proposal Summary Sheet
- Certificate of Compliance
- References
- Insurance Requirements


PROPOSAL SUMMARY SHEET  
RFP #21-055  
Landscape Architect Services

Business Name: Hey and Associates, Inc.  
Street Address: 26575 W Commerce Drive, Suite 601  
City, State, Zip: Volo, IL 60073  
Contact Name: Tim Pollowy  
Title: Sr. Landscape Architect  
Phone: 773-693-9200 Fax: 847-740-2888  
E-Mail address: tpollowy@heyassoc.com

Price Proposal

PROPOSAL TOTAL \$ TBD Fee and expense initial estimate = \$70,000

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Thomas L. Polzin  
Signature of Authorized Signee:   
Title: President Date: 10/18/2021

 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

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The undersigned Tomas L. Polzin, as President  
*(Enter Name of Person Making Certification)* *(Enter Title of Person Making Certification)*

and on behalf of Hey and Associates, 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.#: 36-4183789  
*(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 Illinois September 1976  
*(State of Incorporation)* *(Date of Incorporation)*

**2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes  No**

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

**3) SEXUAL HARASSMENT POLICY: Yes  No**

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

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes  No

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

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

5) 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.

6) 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

Thomas L. Polzin  
\_\_\_\_\_  
Name of Authorized Officer

President  
\_\_\_\_\_  
Title

10/18/2021  
\_\_\_\_\_  
Date

## REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Hey and Associates, Inc.  
*(Enter Name of Business Organization)*

1. ORGANIZATION Village of Orland Park  
ADDRESS 14700 Ravinia Avenue, Orland Park, IL 60462  
PHONE NUMBER (708) 403-6108  
CONTACT PERSON Mike Mazza  
YEAR OF PROJECT 2018 - Present
  
2. ORGANIZATION Metropolitan Water Reclamation District of Greater Chicago  
ADDRESS 100 E Erie St, Chicago, IL 60611  
PHONE NUMBER (312) 751-3166  
CONTACT PERSON Peter Monko  
YEAR OF PROJECT 2015 - Present
  
3. ORGANIZATION Village of Hinsdale  
ADDRESS 19 E. Chicago Avenue, Hinsdale, Illinois 60521  
PHONE NUMBER (630) 789-7035  
CONTACT PERSON Bethany Salmon  
YEAR OF PROJECT 2019 - 2021



 **ORLAND PARK**  
**INSURANCE REQUIREMENTS**

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

**WORKERS' COMPENSATION & EMPLOYER LIABILITY**

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

**AUTOMOBILE LIABILITY (ISO Form CA 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage

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

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
**Additional Insured Endorsements: ISO CG 20 10 or CG 20 26 and  
CG 20 01 Primary & Non-Contributory**  
Waiver of Subrogation in favor of the Village of Orland Park



**PROFESSIONAL LIABILITY**

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval



**UMBRELLA LIABILITY (Follow Form Policy)**

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Employers' Liability



**UMBRELLA/EXCESS PROFESSIONAL LIABILITY**

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval



**BUILDERS RISK**

Completed Property Full Replacement Cost Limits -  
Structures under construction



**ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**

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



**CYBER LIABILITY**

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

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 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 ON 10/19/2021



Signature

Thomas L. Polzin

Printed Name

President

Title

Authorized to execute agreements for:

Hey and Associates, Inc.

Name of Company

*Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
Date of Completion

**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 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 Agent/Broker Name & Address	CONTACT NAME: This section must be completed	
	PHONE (A/C No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Vendor/Organization Name & Address	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	Policy No.	Eff. Date	Exp. Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC							
	X	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OR ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			Policy No.	Eff. Date	Exp. Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE	Y	Y	Policy No.	Eff. Date	Exp. Date	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
		DEDUCTIBLE \$						
		RETENTION \$						
	X	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	Policy No.	Eff. Date	Exp. Date
	Liquor Liability** Property		Y	Policy No. Policy No.	Eff. Date	Exp. Date	\$1,000,000 \$Replacement Cost	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Event & Dates. ADDITIONAL INSURED with respect to General Liability on a Primary & Non-Contributory basis: Village of Orland Park, its related entities and each of their respective officers, directors, employees and agents. WAIVER OF SUBROGATION applies to General Liability, Workers Compensation & Property coverages. \*\*Required if selling and/or serving alcohol; if applicable, the policy shall list Village of Orland Park & its related entities as the Named Insureds. Alternatively, an existing Liquor Liability policy must extend coverage to your operations at the Event, and shall name Village of Orland Park, its related entities and their respective officers, directors, employees & agents as Primary & Non-Contributory Additional Insureds.

<b>CERTIFICATE HOLDER</b>  Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462	<b>CANCELLATION</b>  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  This section is to be completed.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

--

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

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

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

Policy Number:

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**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  
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.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

This insurance does not apply to:

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

any professional architectural, engineering or surveying services, including:

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

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





HEY&amp;ASS-01

KGIFFIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2021

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**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 Suburban Insurance Consultants, Inc. 2170 Point Boulevard Suite #600 Elgin, IL 60123	CONTACT NAME:	FAX (A/C, No): (847) 259-4487
	PHONE (A/C, No, Ext): (847) 870-7100	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura	22543
INSURED  Hey & Associates, Inc. 26575 W.Commerce Dr#601 Volo, IL 60073	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 031221

REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	BP3264374	3/7/2021	3/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A3264375	3/7/2021	3/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3264376	3/7/2021	3/7/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 personal/adv \$ 5,000,000
A	<input checked="" type="checkbox"/> 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	WC3281572	3/7/2021	3/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			BP3264374	3/7/2021	3/7/2022	\$500/Ded 497,800
A	Property			BP3264374	3/7/2021	3/7/2022	\$500/Ded 18,800

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Village of Orland Park, its related entities and each of their respective officers, directors, employees and agents are additional insured on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. Waiver of subrogation applies to the general liability and workers compensation coverages.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Orland Park  
Nicole Merced, Purchasing Coordinator  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Mark McCallen*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

### A. Additional Insured When Required By Written Agreement

#### 1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

#### 2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **B. Additional Insured When Required By Written Agreement – Completed Operations**

### **1. Additional Insured – Completed Operations**

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

### **2. Limitations**

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **C. Primary And Noncontributory**

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

### **Excess Insurance**

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

**D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**E. Amendment – Aggregate Limits Of Insurance (Per Project)**

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

**F. Additional Condition**

The following condition is added:

**Additional Insured Duty To Notify**

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2021

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 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).

<b>PRODUCER</b> Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width:20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: <b>Continental Casualty Company</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Continental Casualty Company</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: <b>Continental Casualty Company</b>															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Hey And Associates, Inc. 26575 W. Commerce Dr., #601 Volo IL 60073															

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> CL2112593779	<b>REVISION NUMBER:</b>
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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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b>			EEH113990820	1/31/2021	1/31/2022	Per Claim 4,000,000 Aggregate 4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: all projects of the named insured, subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462	<b>CANCELLATION</b>  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 RSC Ins. Brokerage/C
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*Hey and Associates, Inc.*  
Engineering, Ecology and Landscape Architecture

EXHIBIT A

MILWAUKEE, WISCONSIN

8755 W. HIGGINS ROAD, SUITE 853  
CHICAGO, ILLINOIS 60631  
PHONE (773) 693-9200  
FAX (773) 693-9200

Volo, ILLINOIS

November 4, 2021

Scott Lueken, PE  
Senior Engineer  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, IL 60462

Re: Landscape Architect Services  
Request for Proposals #21-055  
Hey # 21-0369

Dear Mr. Lueken:

As requested, we are providing the attached corrected page 20 of our proposal for Landscape Architect Services. As you noted, there was a typo in Jeff Mengler's Base Hourly Rate. We apologize for any confusion.

Hey agrees to limit future hourly rates to those shown in the column titled Rate with 2.81 DLM, subject to a maximum annual compensation increase of up to 5%.

Thank you for this opportunity to clarify our proposal. Please contact us with any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA  
Senior Landscape Architect

## Hourly Rates

We propose using our 2021 IDOT overhead rate of 168.15% and a 5% profit rate, resulting in a total direct labor multiplier (DLM) of 2.81% [ $1.05 * (1 + 1.68) = 2.81$ ]. With an estimated annual compensation increase of up to 5%, hourly rates are summarized below.

Staff	Base Hourly Rate	Rate with 2.81 DLM	Rate with 5% increase
Tim Pollowy	\$56.51	\$158.79	\$166.73
Ryan Alexander	\$31.25	\$87.81	\$92.20
Vince Mosca	\$36.06	\$101.33	\$106.40
Jeff Mengler	\$52.87	\$148.56	\$155.99

The noted rates are for the specific staff members included in this technical proposal, and reflect their experience and expertise. We would seek the Village's approval prior to assigning any different or additional staff members to this project.

Reimbursable fees would be in addition to the hourly rates listed above. Reimbursable fees could include, but are not limited to: mileage at current IRS rate, outside reproduction, shipping/delivery, or specialized equipment other than 'tools of the trade.' The proposed fees do not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

We have reviewed and take no exceptions to the General Terms and Conditions provided with the RFP by the Village.



*Hey has the specialized experience and expertise to successfully assist the Village with Landscape Architect and Wetland Specialist services.*