

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #: C19-0122

Year: 2019+

Amount:

Department: Development Services/Finance

Contract Type: Master Agreement

Contractors Name: Hey and Associates, Inc.

Contract Description: Professional Architecture Services - Proposals attached as EXHIBIT Bs
C19-0136 2019-0591 Exh B Olde Mill Landscape Improvements \$5400

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

8755 W. HIGGINS ROAD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9202

VOLO, ILLINOIS

July 8, 2019

Loy Lee, Engineer
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

Proposal No.: 19-0240

Re: Professional Services for
Olde Mill Open Space Landscape Improvements

Dear Loy:

Thank you for the opportunity to submit this proposal to the Village of Orland Park (Village) for professional services associated with preparation of plans and specifications for naturalized seeding and planting for the Marley Creek riparian area and lots E and F of Phases II and II at the Olde Mill residential development.

SCOPE OF SERVICES

The following scope of services is proposed.

Task 1. Site Reconnaissance

Staff from Hey and Associates, Inc. (Hey) will conduct a site visit to assess and document existing conditions.

Fees and Expenses: to be billed under Hey's 2019 landscape review and design contract

Task 2. Plan Preparation

Using the Board approved plans, readily available aerial photography, or other no-cost resources, we will prepare a simple plan set necessary to bid and construct the referenced landscape improvements at Olde Mill in a single contract. The following sheets are anticipated.

- Cover sheet with location map
- Original Board approved plan (provided for reference only)
- Native seeding and plug planting plan drafted upon aerial photo or similar base map
- Tree planting plan drafted upon aerial photo or similar base map

Fees and Expenses: Lump sum \$4,080

Task 3. Specifications

We will prepare specifications in IDOT special provisions format necessary to bid and construct the referenced landscape improvements at Olde Mill in a single contract. The following sections are anticipated:

- Silt fence removal
- Weed control (herbicide application)
- Native seeding
- Wetland planting
- Tree planting
- Monitoring and management (3 years)

Fees and Expenses: Lump sum \$1,320

Task 4. Meetings/Coordination

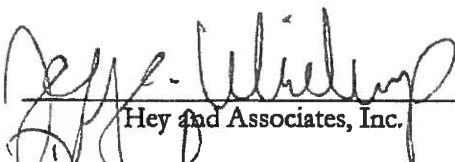
We will attend meetings and provide other coordination with Village staff as requested.

Fees and Expenses: to be billed under Hey's 2019 landscape review and design contract

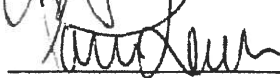
Subtotal of Tasks 2 and 3: Lump Sum \$5,400

Plans and specifications shall be provided in electronic format (e.g. *.dwg, *.doc, *.pdf, etc.); hard copies are not included. Survey is not included. Any additional meetings or supplemental work would be in addition to the above amount, by separate proposal, or billed under our existing landscape review and design contract. Our Standard Terms and Conditions are attached.

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Tim Pollowy at our Chicago office.




Hey and Associates, Inc.



Attest

9/27/2019

Date



Village of Orland Park



Attest

9-18-19

Date

Compensation

Profession

Principal

Hourly Bill Rate

\$195-205

Engineering

Senior Civil Engineer

\$170

Civil Engineer I to V

\$105-145

Engineering Designer

\$150

Water Resources Specialist I to IV

\$95-125

Engineering Technician I to II

\$95-110

Ecological Services

Senior Project Scientist

\$160

Environmental Services Manager

\$140

Environmental Scientist I to V

\$90-130

Environmental Intern

\$45

Landscape Architecture

Senior Landscape Architect

\$165

Landscape Architect I to V

\$105-145

Landscape Designer

\$100

Erosion Control

Senior Erosion and Sediment Control Specialist

\$165

Erosion and Sediment Control Specialist

\$90

Subsurface Drainage Services

Subsurface Drainage Services Manager

\$120

Design Support

CAD Manager

\$100

CAD Technician

\$95

GIS Specialist

\$85

Administration

Senior Administrator

\$110

Accounting/Marketing Administrator

\$70

Administrative Assistant

\$65

Expert Testimony

Rates to be determined on per-project basis

Reimbursable Expense

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$.65/mile
Copies	\$.20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$.90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

Insurance

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Billing

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2019 through December 31, 2019.

Limitation of Costs

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

Client's Responsibilities

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

Cost Opinions

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

Standard of Care

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of the Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

Means & Methods

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

Mutual Indemnification

Subject to the foregoing provisions, the Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of the Consultant or anyone for whom the Consultant is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless HEY from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by HEY in defense of any such claims) resulting from any claims brought against HEY alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from the HEY's use of, or reliance on, the design, plans and specifications provided by the Owner for the Project. This provision shall survive the completion of the services provided under this Agreement.

Consequential Damages

To the fullest extent permitted by law, Owner and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

Dispute Resolution

Owner and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.