

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made this 28th day of May, 2026, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and Hey and Associates Inc., an Illinois corporation, with its principal place of business at 26575 W. Commerce Drive, Suite 601, Volo, Illinois 60073 ("Consultant"). Park District and Consultant are hereinafter sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Park District desires the Consultant to perform certain wetland and stormwater consulting services for the Park District in connection with the Park District's Spring Brook stabilization and restoration project (collectively, the "Project"), as detailed in the Consultant's proposal and scope of work dated February 3, 2026, attached hereto and incorporated herein as **Exhibit A** ("Consultant's Proposal"); and

WHEREAS, the Park District wishes to retain the Consultant and the Consultant wishes to provide the services to the Park District described hereunder based on the terms and conditions set forth in this Agreement.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and the Consultant agree as follows:

1. Consulting Services. The Park District hereby hires Consultant and Consultant hereby agrees to provide consulting services, upon and subject to the terms and conditions set forth in the Contract Documents ("Services").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Consultant, the Consultant's Proposal, any addenda issued prior to the execution of this Agreement, and any modifications made in writing and signed by the Parties after the execution of this Agreement (collectively, "Contract Documents"). All the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any inconsistency, ambiguity, conflict, discrepancy, or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement; and c) Consultant's Proposal, as modified by any duly issued addenda.

3. Deliverables and Term. The Consultant shall provide all deliverables in accordance with Consultant's Proposal. Time is of the essence in this Agreement.

4. Performance of Work. The Consultant agrees to perform faithfully, industriously, and to the best of the Consultant's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry professionals engaged in similar services, all the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Park District. The Consultant shall perform all its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable federal, state and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Park District shall be the sole judge of whether the Consultant's duties are performed satisfactorily.

5. Payment for Services.

a. The Park District agrees to compensate the Consultant for providing the Services in the total not-to-exceed amount of One Hundred Thirty-Four Thousand Four Hundred Seventy and 00/100 Dollars (\$134,470.00) ("Consultant's Fee"). The Consultant's Fee is based upon, and limited by, the Task and Fee table included in Consultant's Proposal and includes the following:

TASKS	Fee
Task 1: Wetland/Waters Field Investigation And Aquatic Resources Delineation Report	\$3,500 LS
Task 2: Wetland Boundary Verification Request	\$750 LS
Task 3: Tree Inventory	\$10,000 T&M
Task 4: Topographic Survey	\$10,000 LS
Task 5: Preliminary Engineering Design/Permit Plan Development	\$47,270 LS
Task 6: Final Engineering Design/Permit Plan Development	\$10,000 LS
Task 7: Preparation Of 319 Grant Application	\$6,500 LS
Task 8: Stormwater And Wetland Permitting	\$21,770 LS
Task 9: Preparation Of Construction And Bid Documents	\$9,140 LS
Task 10: As-Built Record Drawing Preparation	\$15,540 LS
TOTAL:	\$132,470

Consultant shall not proceed with any task identified above until specifically given written Notice to Proceed on that task by the Park District.

b. The Consultant shall invoice the Park District on a monthly basis for all Services provided by the Consultant to the Park District for the preceding month. Payment of said invoices, and any late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

c. Prior to final payment to Consultant, the following conditions shall be fulfilled by Consultant:

i. Consultant shall have made, or caused to have been made, all corrections and completion in the Consultant's Services which are required to remedy any

defects therein or obtain compliance with this Agreement. Consultant shall, if required by the Park District, deliver a certificate to the Park District certifying such matters as the Park District may reasonably require.

ii. Consultant shall have delivered to the Park District all deliverables required by this Agreement.

6. Reimbursable Expenses. The Consultant's Fee includes a sum sufficient to compensate Consultant for reasonable out-of-pocket expenses actually incurred by Consultant in providing the Services contemplated by this Agreement. Consultant shall not be entitled to any additional payment for expenses except as provided in Section 7 of this Agreement.

7. Additional Services. Except for this Agreement, there shall be no other basis for compensation for services or reimbursement for expenses rendered on behalf of the Project by Consultant ("Additional Services") unless otherwise mutually agreed upon by the Parties. In the event Additional Services are required, Consultant shall notify the Park District regarding the nature and extent of any said Additional Services. For any such Additional Services, the Park District and Consultant shall agree, in writing, on an appropriate fee. Consultant shall not perform any Additional Services unless approved in writing in advance by the Park District.

8. Park District Responsibilities. The Park District agrees to provide all materials and other information necessary to or requested by the Consultant reasonably necessary for the Consultant to complete the delivery of the Services by the Consultant in a timely manner.

9. Designated Representatives. The Park District hereby designates Michael Benard as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to the Consultant at all reasonable times for consultation with the Consultant. The Consultant shall confirm to the Park District in writing any decision made by the Park District's Representative. The Consultant hereby designates Jeff Mengler as the Consultant's Representative ("Consultant's Representative") for all matters for the Consultant under this Agreement and with respect to the Services to be performed by the Consultant for the Park District. The Consultant's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by the Consultant's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

10. Ownership of Instruments of Service. Any and all documents, including but not limited to, any plans, notes, analysis, computer-aided designs (CAD documents) in electronic format, and any other documents prepared by the Consultant in any format in the performance of its Services under this Agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains

exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights.

11. Other Consultants. Park District reserves the right to let other contracts for professional services in connection with the Project. Consultant shall cooperate fully with any other consultants retained by Park District and shall properly coordinate the Services with those services provided by other consultants.

12. Termination. This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon fifteen (15) days written notice. In the event of such termination, the Consultant will be paid for all approved Services rendered to the date of termination, and upon such payment, all obligations of the Park District to the Consultant under this Agreement shall cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

The Park District shall have the right to terminate this Agreement immediately and without notice upon the Consultant's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. Upon termination due to the Consultant's breach of this Agreement, the Consultant shall pay the Park District all reasonable costs incurred by the Park District due to said breach. In the event of such termination, payment to the Consultant of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by the Consultant against the Park District under this Agreement, and acceptance of sums paid by the Consultant shall constitute a waiver of any and all claims that may be asserted by the Consultant against the Park District. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

13. Insurance. The Consultant shall obtain and maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance. The Consultant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary

insurance with respect to any other insurance or self-insurance afforded to the Park District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

B. Professional Liability Insurance. The Consultant shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$2,000,000 aggregate.

C. Business Auto and Umbrella Liability Insurance. The Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. The Consultant shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Consultant waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Consultant's work.

E. General Insurance Provisions

(1) Evidence of Insurance. Prior to beginning the Services, the Consultant shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting the Consultant from entering the project site and commencing the Services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park

District. Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. The Consultant shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

(2) Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) Cross-Liability Coverage. If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(4) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Consultant may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(5) Subconsultants. The Consultant shall cause each subconsultant employed by Consultant to purchase and maintain insurance of the type specified above. When requested by the Park District, Consultant shall furnish copies of certificates of insurance evidencing coverage for each subconsultant.

14. Indemnification.

a. To the fullest extent permitted by law, Consultant, its officers, directors, employees, volunteers and agents shall defend, indemnify and hold harmless the Park District and its elected and appointed officials, officers, employees, volunteers and agents from and against claims, suits, damages, causes of action, judgment, losses, costs and expenses, including reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from Consultant's and Consultant's subconsultants performance of the Services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) to the extent caused by any wrongful or negligent act or omission of Consultant, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the Park District. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Consultant shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and

agents against and from claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of the Consultant's breach of its obligations under, or the Consultant's default of, the provisions of this Agreement.

b. Park District shall defend, indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with any act, omission, wrongful act or negligence of Park District or any of Park District's officials, officers, agents, or employees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

15. No Liability. The Park District shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation the Consultant's employees, or for any damage to, destruction, theft or misappropriation of any property, relating to the Consultant's Services and obligations under this Agreement. The Park District shall not be liable for acts or omissions of the Consultant or any of the Consultant's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Consultant.

16. No Infringement. The Consultant warrants that all design concepts, including but not limited to graphics, logos, taglines, renderings, and any parts or components thereof (collectively, "Design Concepts") provided to the Park District as a part of the Services will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. The Consultant agrees to indemnify, defend and hold Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Park District in connection with any such infringement claim by any third party. Consultant further warrants that if the Park District is enjoined from using any Design Concepts due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Consultant's option, Consultant shall promptly either: (i) procure for the Park District, at Consultant's expense, the right to continue using the Design Concepts; or (ii) replace or modify the Design Concepts, at Consultant's expense, so that the Design Concepts become non-infringing.

17. Independent Contractor. The relationship between the Consultant and the Park District is that of an independent contractor. The Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. The Consultant shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. The Consultant is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

18. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

19. Laws, Permits, Approvals and Licenses. The Consultant shall comply with all applicable codes, laws, ordinances, rules, and regulations of the Park District, the City of Wheaton, DuPage County, the State of Illinois, and the Federal Government. The Consultant shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under this Agreement.

20. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

21. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of either Party to enforce the provisions of this Agreement, or to require performance by the other Party of any of the provisions this Agreement, shall not be construed as a waiver of such provisions or affect the right of that Party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

22. Non-Assignment. This Agreement is non-assignable in whole or in part by the Consultant, and any assignment shall be void without prior written consent of the Park District.

23. Entire Agreement. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.

24. Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

25. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

26. Notice. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by email, or

deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Park District: Wheaton Park District
Attn: Executive Director
102 E. Wesley St.
Wheaton, IL 60187
Email: mbenard@wheatonparks.org

If to Consultant: Hey and Associates Inc.
Attn: Jeff Mengler, Project Manager
26575 W. Commerce Drive, Suite 601
Volo, Illinois 60073
Email: jmengler@heyassoc.com

27. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

28. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Park District employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

29. No Collusion. The Consultant represents and certifies that (1) the Consultant is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the Park District prior to the execution of this Agreement; and (3) this Agreement is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Park District for all loss or damage that the Park District may suffer, and this Agreement shall, at the Park District's option, be null and void.

30. Sexual Harassment Policy. The Consultant certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

31. Non-Discrimination. In all hiring or employment by the Consultant pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Consultant agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

32. No Waiver of Tort Immunity. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment by Park District of the rights, privileges, defenses and immunities available or afforded to it under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.

33. "No-Hire" Obligation. The Park District agrees that it shall not employ, hire or retain, or recommend to others the employment, hiring or retention of, as an employee, agent or independent contractor or otherwise, any person employed by Consultant without prior written consent from Consultant, which may be withheld for any reason or no reason provided, however, that this limitation shall terminate with respect to any such person after he or she has been out of Consultant's employ for one year.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATON PARK DISTRICT

By: _____

Executive Director

6/9/26

HEY AND ASSOCIATES INC.

By: _____

Title: Vice President, Sr. Principal Ecologist

EXHIBIT A

Proposal Submitted by Hey and Associates Inc. dated February 3, 2026

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

26575 W. COMMERCE DRIVE, SUITE 601

VOLO, ILLINOIS 60073

PHONE (847) 740-0888

FAX (847) 740-2888

February 3, 2026

Mr. Steve Hinchee
Superintendent of Planning
Wheaton Park District
1000 Manchester Road
Wheaton, IL 60187

Proposal No.: 26-0023

RE: Spring Brook Stabilization Engineering Design and Permitting Services
Atten Park, Wheaton, DuPage County, Illinois

Dear Steve:

Hey and Associates, Inc. (Hey) is pleased to provide this proposal for wetland and stormwater consulting services for stabilization and restoration of Spring Brook along the west side of Atten Park. Hey previously assisted Wheaton Park District (WPD) in submitting a section 319 grant application for the project. WPD was not awarded the grant and was advised that while 319 funds can be used for engineering design, the project would be more competitive for funding if the design was completed prior to resubmitting a grant application. Thus, at your request, we are providing this proposal for design and permitting services to include the following tasks.

TASK 1: WETLAND/WATERS FIELD INVESTIGATION AND AQUATIC RESOURCES DELINEATION REPORT

We will complete a field investigation of the Spring Brook corridor from the southern end of the Wheaton Sanitary District stabilization project to the southern end of the park district property. It is our understanding that Cantigny owns the west side of the creek but has an agreement with the WPD to jointly pursue this project. Hey will perform a routine wetland and waters delineation applying the general procedures detailed in the 1987 U.S. Army Corps of Engineers' (USACE) wetland delineation manual and the 2010 Regional Supplement-Midwest Region. We will identify the aquatic resources present and flag the wetland/waters boundaries. We will survey our wetland/waters flags with a sub-meter accuracy GPS unit. We will review the survey for consistency with our field notes and use it to prepare our report. The surveyed boundaries will be provided in an acceptable format (dwg and/or shp files) for your use.

Please note that if the fieldwork for the wetland delineation occurs outside the normal growing season (May 10 to October 15), DuPage County or the City of Wheaton may require the collection of additional data during the growing season. Floristic assessments made before May 10 or after October 15 shall be considered preliminary.

Based on the information gathered from the field investigation, we will prepare an Aquatic Resources Delineation Report. The report will include an aerial photograph showing the wetland/waters boundaries, required USACE data forms for sample points, observed vegetative species lists, representative color photos, and other necessary data. The report will meet the requirements of the DuPage County Stormwater Management and the USACE for permitting, provide a basis for the design work, and can be provided to the Illinois Environmental Protection Agency (IEPA) as background information for any grant application. We will provide a pdf of the final report to you for the WPD's use.

ADDITIONAL OFFICES IN CHICAGO, ILLINOIS AND RICHLAND CENTER, WISCONSIN

TASK 2: WETLAND BOUNDARY VERIFICATION REQUEST

Hey will request a wetland boundary verification from DuPage County Stormwater Management. This will include up to one site visit with the County's wetland reviewer. A review fee of up to \$500 may need to be paid by the WPD.

TASK 3: TREE INVENTORY

Hey will perform a tree inventory along the Spring Brook corridor. The tree inventory will include documenting and tagging all trees 4-inches and greater diameter at breast height (DBH). We will provide a corresponding spreadsheet detailing tag numbers, tree species, size, condition rating (good, fair, poor, dead), and notable tree defects affecting the tree's health that can be observed from ground level. Tree inventory work will be completed under the supervision of a Certified Arborist. This inventory is intended for use in determining the potential for the authorized removal of trees and should not be construed as a tree risk assessment. The tree data will be needed to quantify the tree and brush removal needed to restore a functional riparian buffer with improved ecological value. It will also be needed to calculate tree mitigation required by DuPage County/City of Wheaton.

TASK 4: TOPOGRAPHIC SURVEY

We will perform a topographic survey of the project area to provide enough spatial data to establish one-foot contours and support design and FEQ modeling of Spring Brook. All survey data will be collected using a survey-grade total station with a minimum of two (2) established control points. The following features within the project area will be surveyed including, but not limited to: hardscapes, trees greater than 4-inches DBH tagged under Task 3, limits of brush, the Atten Park Access Trail pedestrian stream crossing, and the Atten Park historic road crossing, other stormwater features, and visible utilities.

The DuPage County Ordinance provides two options for establishing control on-site (15-33.A and 15-33.B). We propose to establish site control as follows:

An Online Positioning User Service static occupation (OPUS) will be utilized to collect vertical GNSS data for site control. For this project, a minimum of 4 hours of static data collection will be implemented to solve for the necessary parameters. However, acceptable accuracy is not guaranteed and relies upon satellite coverage and other factors beyond the control of the surveying team. Horizontal control data will be achieved through averaging a minimum of 3 long-duration (180 epoch) GNSS shots at each control point (minimum of 2).

TASK 5: PRELIMINARY ENGINEERING DESIGN/PERMIT PLAN DEVELOPMENT

A set of engineering plans will be prepared for this project, with milestone submittals at the completion of preliminary and final engineering design.

We will prepare preliminary plans depicting proposed stabilization measures including limits of regrading, interplanted boulder toe, and other bank treatments as needed. Incidental work such as construction access, staging areas, and tree removal will also be included for discussion. A preliminary planting plan with representative species lists will be included. We will prepare a list of anticipated special provisions to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC). A preliminary Opinion of Probable Construction Cost will be prepared for budgeting purposes. We will assume that any excavation to be removed from the site during construction will be considered non-special waste and cost opinions will be based on this assumption. No soil sampling and analytical testing is included at this time. FEQ modeling will be performed during this phase to ensure that the proposed design will meet permitting requirements. Hey will request the FEQ model from DuPage County Stormwater Management, make updates to reflect current conditions, and develop a proposed conditions model for use in design and future permitting. Hey will include preliminary compensatory storage grading as necessary to meet the ordinance requirements.

ADDITIONAL OFFICES IN CHICAGO, ILLINOIS AND RICHLAND CENTER, WISCONSIN

TASK 6: FINAL ENGINEERING DESIGN/PERMIT PLAN DEVELOPMENT

Upon client review of the preliminary design documents, final design shall commence including addressing client comments. We anticipate the final design plans will include the following sheets: cover, notes, existing conditions and demolition plan, soil erosion and sediment control, grading, planting plan, cross sections, and details (multiple sheets). Written special provisions will be prepared to be used in conjunction with the IDOT SSRBC. A revised Opinion of Probable Construction Cost will be prepared.

TASK 7: PREPARATION OF 319 GRANT APPLICATION

After submittal of a 319 grant application by WPD for this project in 2023, it is the desire to again pursue Clean Water Act section 319 non-point source funding from the Illinois Environmental Protection Agency (IEPA) for the project once design is completed. Based upon the estimate of probable costs and engineering design plans, we will prepare a 319-grant application following IEPA guidance for your review and approval. This would include collaborating with you to complete all the required Section 319 application and budget forms online, using your GATA portal account. This will include worksheets for projecting the non-point source water quality benefits from the proposed project.

It is our understanding that the IEPA is not currently following its previous 319 grant cycle schedules, or that which is posted on their web page. We will be in contact with the IEPA to learn of their upcoming grant schedule for 2026 and proceed accordingly. These 319 grants are very competitive and being awarded the funding for the project is not guaranteed.

TASK 8: STORMWATER AND WETLAND PERMITTING

If awarded a 319 grant, and authorized by WPD, Hey will proceed with the permitting process, including the following permits.

- Prepare and submit a U.S. Army Corps of Engineers (USACE) Nationwide Permit 13 and/or 27 application for bank stabilization/aquatic ecosystem restoration.
- Prepare and submit soil erosion and sediment control plans to the Kane DuPage Soil and Water Conservation District (KDSWCD), a USACE requirement.
- Hey will complete the Stormwater Report including Tabs 1-9 and permitting package for submittal to DuPage County Stormwater Management. Hey will make any needed revisions to the FEQ model and provide all necessary calculations and exhibits demonstrating compliance with the ordinance to accompany the permit submittal package, including compensatory storage calculations. As-built survey and submittal is included in Task 9.
- Hey will prepare a submittal to IDNR-OWR for Part 3708 permitting. It is assumed that IDNR will delegate Part 3708 floodway permitting to DuPage County for review. If they do not, we may request a supplement to prepare a separate floodway permit package for IDNR-OWR.
- Correspondence/sign-off regarding federally listed threatened/endangered species, state biological resources, and state and federal cultural resources.
- IEPA NPDES
- Prepare and submit an application to the City of Wheaton.

ADDITIONAL OFFICES IN CHICAGO, ILLINOIS AND RICHLAND CENTER, WISCONSIN

- Prepare and submit an application to the DuPage County Building and Zoning Department.
- All permit application fees to be paid directly by the WPD to the agency charging the fee.

TASK 9: PREPARATION OF CONSTRUCTION AND BID DOCUMENTS

After addressing comments that may arise from client review of the final design documents and/or regulatory agency review during permitting, plans and specifications will be finalized to bid and construct the Project as a single and complete construction contract. Documents will be provided in PDF format for distribution to bidders by the Village. We assume that the WPD will prepare front-end documents for the bid package and Hey will provide plans, specifications, quantities and permits.

TASK 10: AS-BUILT RECORD DRAWING PREPARATION

Under this task, Hey will complete field survey work and collect data necessary for the creation of the as-built record drawings. Hey will develop Record Drawings based on the survey in Task 4. Per DuPage SWM Ordinance standards the Record Drawings will include limits of bank stabilization and revised contours. It is anticipated that the layout and grading plan sheets will be included in the Record Drawings. The Record Drawings will include the compensatory storage summary table and calculations for the compensatory storage also will be provided. It is assumed that updated FEQ modeling will not be required and is therefore not included in the scope. We will compile the documents described above and prepare a cover letter summarizing data for inclusion in submittal to DuPage SWM.

TASKS	FEE
TASK 1: WETLAND/WATERS FIELD INVESTIGATION AND AQUATIC RESOURCES DELINEATION REPORT	\$3,500 LS
TASK 2: WETLAND BOUNDARY VERIFICATION REQUEST	\$750 LS
TASK 3: TREE INVENTORY	\$10,000 T&M
TASK 4: TOPOGRAPHIC SURVEY	\$10,000 LS
TASK 5: PRELIMINARY ENGINEERING DESIGN/PERMIT PLAN DEVELOPMENT	\$47,270 LS
TASK 6: FINAL ENGINEERING DESIGN/PERMIT PLAN DEVELOPMENT	\$10,000 LS
TASK 7: PREPARATION OF 319 GRANT APPLICATION	\$6,500 LS
TASK 8: STORMWATER AND WETLAND PERMITTING	\$21,770 LS
TASK 9: PREPARATION OF CONSTRUCTION AND BID DOCUMENTS	\$9,140 LS
TASK 10: AS-BUILT RECORD DRAWING PREPARATION	\$15,540 LS
TOTAL	\$134,470

We will not proceed with each task identified above until specifically given Notice to Proceed on that task by Wheaton Park District.

Reimbursable expenses shall be included in the lump sum fees noted above and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

Mr. Steve Hinchee, Wheaton Park District
26-0023 Spring Brook Stabilization
February 3, 2026
Page 5

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, Jeff Mengler, at our Volo office.

Hey and Associates, Inc.

Wheaton Park District

Attest

Attest

Date

Date

Compensation

Profession

Engineering

Senior Principal Civil Engineer \$250

Principal Civil Engineer \$230

Senior Civil Engineer \$205

Civil Engineer V \$190

Civil Engineer I to IV \$145-175

Engineering Intern \$90

Engineering Technician I to V \$125-165

Field Services Manager \$180

Ecological Services

Senior Principal Ecologist \$225

Senior Project Scientist \$195

Senior Aquatic Scientist \$175

Environmental Services Manager \$175

Environmental Scientist I to V \$130-170

Environmental Intern \$80

Landscape Architecture

Senior Landscape Architect \$200

Landscape Architect I to V \$140-180

Landscape Designer \$135

Administration

Executive Administrator \$140

Accounting Administrator \$120

Office Administrator \$110

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	\$.75/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.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station/GPS Equipment	\$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. All invoices paid by credit card will be charged an additional 3.5% processing fee.

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, 2026 through December 31, 2026.

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 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, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, 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 Client or anyone for whom the Client is legally responsible, subject to any limitations of liability contained in this Agreement. Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, 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 Hey, Hey's contractors, consultants or anyone for whom Hey is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, Client 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 Hey's use of, or reliance on, the design, plans and specifications provided by the Client 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, Client 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

Client 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Webb Insurance Group 250 E Illinois Road Lake Forest IL 60045		CONTACT NAME: Deborah Dennis PHONE (A/C, No, Ext): (847) 604-5434 E-MAIL ADDRESS: ddennis@insurancebywebb.com FAX (A/C, No):	
INSURED Hey & Associates, Inc. 26575 W Commerce Dr Ste 601 Volo IL 60073		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22543	

COVERAGES**CERTIFICATE NUMBER:** Primary Liability**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual liability GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y		BP3381726	03/07/2026	03/07/2027	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 - COM/OP AGG \$ 2,000,000 Employment Practices \$ 100,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			A3381727	03/07/2026	03/07/2027	COMBINED SINGLE-LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y		CU3381729	03/07/2026	03/07/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3381728	03/07/2026	03/07/2027	☒ PER STATUTE ☐ 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	Commercial property - Business Personal Property & Inland Marine			BP3381726	03/07/2026	03/07/2027	BPP \$576,600 Watercraft \$44,280 Contractors Equipment \$205,602

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wheaton Park District is additional insured with respect to the general liability as their interests may appear solely in regard to work/service performed by the named insured as required by written contract. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**Wheaton Park District
1000 Manchester Rd.

Wheaton

IL 60187

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

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

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a "leased auto";

(a) Coverage

- i. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- ii. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

(b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- ii. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ELITE 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.

SCHEDULE

Optional Coverages	
Additional Insured When Required by Written Agreement – Other Parties	Excluded
Information required to complete this Schedule, if not shown above, will be shown on the Declarations.	

A. Additional Insured When Required By Written Agreement – Ongoing Operations

1. 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 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 when your operations under the written agreement are completed.

2. The insurance afforded to any additional insured is subject to the terms and conditions of this policy. Coverage for any additional insured will not be broader than that which is provided by this policy and afforded to any Named Insured.
3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - 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.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.
 - 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. 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. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you have performed 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" 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".

A person or organization's status as an insured under this provision will end at 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 provision will end at the expiration of any applicable statute of repose.

- 2. The insurance afforded to any additional insured is subject to the terms and conditions of this policy. Coverage for any additional insured will not be broader than that which is provided by this policy and afforded to any Named Insured.
- 3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - 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.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", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
 - b. 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. Additional Insured When Required by Written Agreement – Other Parties

- 1. If optional coverage Additional Insured When Required By Written Agreement – Other Parties is shown as included in the schedule of this endorsement, Paragraph A. and Paragraph B. of this endorsement are amended to add as additional insured any other person or organization you are required to add as an additional insured under the written agreement described in Paragraph A. and Paragraph B. of this endorsement.
- 2. Coverage for any additional insured described in Paragraph C.1. of this endorsement will not be broader than that which is provided by this policy and afforded to any Named Insured and any additional insured described in paragraphs A. and B. of this endorsement.
- 3. If optional coverage Additional Insured When Required By Written Agreement – Other Parties is shown as excluded in the schedule of this endorsement, this endorsement only applies to such person or organization described in Paragraph A. and Paragraph B. of this endorsement.

D. Primary And Noncontributory

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 4. Other Insurance; b. Excess Insurance is amended to add:

This insurance is excess over any other insurance available to an additional insured whether primary, excess, contingent or on any other basis, unless you have agreed in a written agreement prior to the loss that specifically requires that this insurance be either primary or primary and noncontributory. Then this

insurance is primary to and will not seek contribution from any other insurance available to the 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 a written agreement prior to the loss that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Other insurance means a policy of insurance providing coverage for any portion of liability alleged against an additional insured for a claim that this policy also covers. Other insurance includes any type of self-insurance or other mechanisms by which an insured arranges for funding of legal liabilities.

E. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 8. Transfer Of Rights Of Recovery Against Others To Us Condition is amended to add:

We waive any right of recovery against any person or organization for all or part of any payment we have made under this Coverage Part, to whom the insured has waived its right of recovery in a written agreement. 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.

F. Amendments – Limits of Insurance

With respect only to the coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is amended to add:

1. 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".

2. Applicable Limits of Insurance

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.

G. Additional Conditions

With respect only to the coverage provided by this endorsement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add:

Additional Insured Duty To Notify

The additional insured described in A.1., B.1., or C.1. of this endorsement must give written notice of loss, including a demand for defense and indemnity, to any other insurer which covers the additional insured for the loss we cover under this endorsement. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage after the loss occurs.

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Entity Name	Contract Project Number	or Description of Work	Waiver Premium	Waiver Type
IL	Blanket Subrogation	Waiver of	Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	\$250	BLANKET

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/07/2026 Policy No. 20-WC-003381728-16 Endorsement No. 000

Insured Hey & Associates Inc
Insurance Company

Premium \$
Countersigned by

SECURA Insurance Company
WC 00 03 13
(Ed. 4-84)

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.

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

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

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".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. PO Box 818078 Cleveland OH 44181		CONTACT NAME: Megan Willard PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mwillard@risk-strategies.com	
INSURED Hey And Associates Inc 26575 W. Commerce Dr., #601 Volo IL 60073		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20443	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPI/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT
A	Professional Liability Pollution Liability			EEH113990820	01/31/2026	01/31/2027	Each Claim Aggregate \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance Only.

CERTIFICATE HOLDER

CANCELLATION

Wheaton Park District 1000 Manchester Rd Wheaton IL 60187		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
---	--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.