

**VILLAGE OF VERNON HILLS
ORDINANCE 2025-019**

AN ORDINANCE AWARDING A CONTRACT TO CHRISTOPHER B. BURKE ENGINEERING, LTD. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE HARVEY LAKE MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$100,976

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the President and Board of Trustees desire to maintain the Village’s infrastructure; and

WHEREAS, Staff received qualifications responses for engineering firms specializing in civil and environmental design; while receiving three proposals; and

WHEREAS, Staff seeks approval to authorize the Village Manager to execute a contract with Christopher B. Burke Engineering, Ltd. to provide professional engineering services for the Harvey Lake Master Plan for an amount not to exceed \$100,976.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all documents required with Christopher B. Burke Engineering, Ltd. to provide professional engineering services for the Harvey Lake Master Plan for an amount not to exceed \$100,976.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payments to Christopher B. Burke Engineering, Ltd. for an amount not to exceed \$100,976.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effective from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2025-019.

Dated this 18th day of February 2025.

[Signature Page to Follow]

Adopted by roll call vote as follows:

AYES: 6 – Oppenheim, Forster, Marquardt, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka



Roger L. Byrne, Village President

PASSED: 02/18/2025

APPROVED: 02/18/2025

ATTEST: 02/18/2025



Kevin Timony, Village Clerk



PROFESSIONAL SERVICES AGREEMENT

Lake Harvey Master Plan For The Village of Vernon Hills

THIS AGREEMENT made and entered into this 11th day of February 2025 by and between the Village of Vernon Hills (hereinafter referred to as the "Village") and Christopher B. Burke Engineering Ltd. (hereinafter referred to as the "Consultant")

WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the "Parties") desire to enter into an Agreement to formalize their relationship; and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #1, and Consultant agreed to perform the services described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set out in its Proposal, the Village finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, the Village has selected the Consultant to undertake and provide professional services for the Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village's approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

A. **SERVICES TO BE PROVIDED BY THE PARTIES**

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant's professional skill and judgment in a manner consistent with the interests of the Village.

All services described in the Scope of Services (Scope) of the Proposal shall be performed by the Consultant in a prompt and expeditious manner and shall be in accordance with the professional standards applicable to such service on the Project for which such services are rendered. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by subconsultants hired by the Consultant. The Consultant will perform the work activities described in the Scope promptly and without unreasonable delay and will give all projects such priority as is necessary to cause the services

to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices.

B. TIME OF PERFORMANCE

The Consultant shall provide the engineering services within an initial term of four months. If requested, the Village may at its sole discretion elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

C. ACCESS TO INFORMATION

The Village shall provide any data, reports, records, and maps for the project that are in the possession of the Village. No charge will be made to the Consultant for such information, and the Village will cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

D. COMPENSATION

The Village shall pay the Consultant in accordance with the Budget described in the Consultant's Proposal, for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred. Total fees for the Consultant's work shall not exceed one hundred thousand, nine hundred seventy-six dollars (\$100,976). No additional work would be commenced without obtaining client approval.

E. RECORDS

The Consultant agrees to maintain records and a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Consultant for a period of at least four (4) years after completion of this Agreement, unless a longer period is required to resolve audit findings, litigation or required by state or federal regulations. In such cases, the Village shall request a longer period of record retention.

The Village shall have full access and the right to examine any and all pertinent documents, documents, records, and books of the Consultant involving Consultant's services on projects arising under this Agreement.

F. RELATIONSHIP

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

G. TERMINATION

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally

available, including, but not limited to, the termination of this Agreement in the manner specified herein:

1. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
 - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;
 - c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

2. Termination for Other Grounds – This Agreement may also be terminated in whole or in part:
 - a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
 - b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;

- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

H. ERRORS & OMISSIONS

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in providing its services, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of providing its services. This obligation shall survive termination of this Agreement.

I. CHANGES, AMENDMENTS, MODIFICATIONS

Since some of the Consultant's services are being provided on an as-needed basis, the amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Scope to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

J. PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel and equipment required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

K. ASSIGNABILITY

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

L. SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

M. REPORTS AND INFORMATION

The Village will not be liable in any way for any costs incurred by the Consultant in providing this Proposal.

N. REPORTS AND INFORMATION

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, any affidavit or certificate, in connection with the work covered by this agreement as provided by law and any other matters covered by this Agreement.

O. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

P. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

Q. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable federal, state or local laws, ordinances, and codes and the Consultant shall hold and save the Village harmless with respect to any damages arising from any failure of the Consultant or its officers, agents or employees to comply with any such laws in performing any of the work provided under this Agreement.

R. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

S. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is 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 voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

T. ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event that the Public Body is found to have not complied with the FOIA, based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

U. AUTHORIZED TO DO BUSINESS IN ILLINOIS

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

V. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1

The Consultant certifies that he/she/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.

W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

X. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

Y. 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.

Z. INTEREST OF MEMBERS OF THE VILLAGE

The 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 project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

AA. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she 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 his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

BB. AUDITS AND INSPECTIONS

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

CC. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to reasonable attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

DD. INSURANCE

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance shall be fully executed by an authorized representative of the Insurance Company. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the Village before work is commenced. Said policies shall not hereafter be canceled,

permitted to expire, or be changed without thirty (30) days' notice in advance to the Village and consented to by the Village in writing and the policies shall so provide.

3. **Workers' Compensation Insurance:** Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed on the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
4. **Commercial General Liability Insurance:** The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Village. Such insurance shall name the Village as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
5. **Insurance Covering Special Hazards:** Special hazards as determined by the Village shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
6. **Automotive Liability Insurance:** The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
7. **Professional Liability Insurance:** (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Consultant coverage in an amount not less than [\$1,000,000] per claim.
8. **Subconsultant's Insurance:** The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

9. **The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder.** All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.
10. If Contractor's current policies do not provide the required coverage in this Agreement, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of the Agreement

EE. COMPLETE AGREEMENT

This is the complete Agreement between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval of the Village.

FF. NOTICES AND COMMUNICATIONS

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: Christopher Venatta
Public Works Director/Village Engineer
Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061
ChristopherV@vhills.org

If to Consultant: _____

GG. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement, together with the Consultant's Proposal which is incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement and its amendments; second priority shall be given to the provisions of the Consultant's Proposal and its amendments.

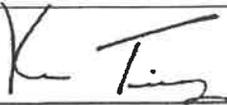
HH. INTERPRETATION, ENFORCEMENT & DISPUTES

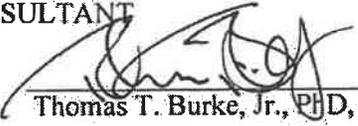
This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in Lake County, Illinois.

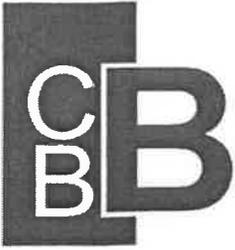
This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Consultant's Proposal (Proposal)

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

VILLAGE
By: 
Title: Village Manager
Date: February 20, 2025

CONSULTANT
By: 
Title: Thomas T. Burke, Jr., PhD, PE
Executive Vice President
Date: February 11, 2025



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 11, 2025

Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061

Attention: Chris Venatta, PE
Public Works Director / Village Engineer

Subject: Harvey Lake Master Plan
Proposal for Professional Engineering Services

Dear Mr. Venatta:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services to prepare a master plan for Harvey Lake and the surrounding area. The master plan is intended to enhance existing features and develop improvements projects to achieve the long-term vision for the lake and surrounding area. Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

Harvey Lake is located on a 36-acre Village-owned parcel east of Big and Little Bear Lakes. The surface area of the lake is approximately 14 acres. Previous efforts by the Village have improved the water quality of Harvey Lake based on sampling and testing performed by the Lake County Health Department (LCHD) in 2000 and 2012. In 2007, the Village completed a shoreline restoration with the installation of native buffer which contributed to the improvement in water quality through reductions in Total Suspended Solids (TSS) and Total Phosphorus (TP) according to the 2012 LCHD Lake Harvey Summary Report. More recently, the Village constructed a pedestrian path and boardwalk along the west side of the lake which was designed by CBBEL. Village Public Works has also made considerable progress along the west side of the lake with clearing non-native trees and brush. While these are beneficial activities, the Village would like a comprehensive plan to outline the ultimate goal for Harvey Lake and the surrounding area.

As a first step, CBBEL will complete an assessment of the existing conditions of the site including a tree survey and lake bathymetric survey to be completed by our subconsultant Integrated Lakes Management (ILM). The bathymetric survey was one of the

recommendations in the 2012 LCHD Lake Harvey Summary Report. The tree survey will provide necessary information on any existing desirable trees, trees that can be removed, and areas where new tree plantings are recommended. With the survey and tree information, we will develop a palette of concept improvement projects to compliment natural features on the site, improve water quality, and create recreational opportunities. These improvements may include, but are not limited to, native buffer enhancements, floating wetlands, aerators, walking paths, boardwalks, bridges, parking lot, passive park features, fishing piers, and overlooks.

CBBEL will collaborate with Village staff and other stakeholders to formulate the overall vision for Harvey Lake which will guide the development of various improvement projects. Each improvement will include a concept exhibit and cost estimate. The menu of new improvements will be summarized on an overall master plan exhibit. We will work with the Village to develop a prioritization plan for the improvements. A summary report will be prepared to describe the existing conditions assessment, Village collaboration, concept improvements, cost estimates, and prioritization plan.

SCOPE OF SERVICES

Based on our Understanding of Assignment, we recommend the following Scope of Services.

Task 1 – Data Review and Site Visit: CBBEL Staff will perform a site visit of Harvey Lake and the surrounding areas. This visit will assess the existing recreational amenities, lake shoreline condition, quality of native plants, and opportunities for improvements. CBBEL will also review adjacent development plans, the latest lake monitoring report from the Lake County Health Department, and information from Bluestem Ecological Services who have been performing treatments on Harvey Lake. The site visit will be compared to these reports and summarized in the summary report in a later task.

Task 2 – Public Survey: CBBEL will develop a web-based survey to collect feedback from adjacent residents on their vision for Lake Harvey. The survey will be opened for a specified period of time, and the results of the survey will be compiled for input into the planning process. The survey may include broad, generalized questions regarding identifying barriers to the site, how the site could be primarily used, preferred access locations, environmental feedback, and types of desirable amenities. The survey will also provide a platform for comments and concerns.

Task 3 – Bathymetric Survey: Our subconsultant Integrated Lakes Management (ILM) will complete a bathymetric survey and sediment depth sampling of the 14.5-acre waterbody. This was an action item recommended in the 2012 LCHD Lake Harvey Summary Report which will provide insight into the depth and health of the lake. CBBEL will coordinate with ILM, review the survey results, and provide recommendations based on the survey.

Task 4 – Tree Survey: CBBEL will locate all trees over 6 inches in diameter within the park property to assess the location, type, and quality of trees. This includes locating stands of trees and individual trees of 6" diameter or greater and specifying the type, deciduous or coniferous within the survey project area. This will be done with sub-meter accuracy hand-held GPS equipment. An existing conditions site plan will be prepared as part of this task with the various surveys, Lake County aerial topographic mapping, aerial photography, and other resources.

Task 5 – Baseline Water Quality and Natural Area Concept Improvements: CBBEL will develop several concept level Best Management Practices (BMPs) to improve the quality of the runoff entering Harvey Lake and within the lake itself. These BMPs will be developed to a level that will allow analysis of the treatment effectiveness using IEPA spreadsheets, development of cost estimates and identification of land rights issues, future stakeholders, etc. Exhibits will be prepared showing the location and extent of each BMP. We have included identification and analysis of five BMPs as part of this phase. The BMPs will include but are not limited to native buffer enhancements, floating wetlands, and aerators. Each BMP will include a recommendation for ongoing monitoring and maintenance. We will discuss these BMPs with the Village during this phase.

Task 6 – Civil and Recreational Concept Improvements: CBBEL will develop up to five (5) concept civil engineering and recreational improvement concepts to provide vehicular and pedestrian access points to the site and connections to Harvey Lake points of interest. The concept improvements will include but are not limited to walking paths, boardwalks, bridges, a parking lot, passive park features, and a permanent fishing/observation dock. The concept alternatives will be coordinated with the Village and largely developed based on the survey results obtained in Task 2.

Task 7 – Engineer's Estimate of Probable Cost: CBBEL will develop an Engineers Estimate of Probable Cost for each of the selected recreational and water quality improvement alternatives. The estimates will also include budgeting for ongoing maintenance.

Task 8 – Project Prioritization Plan: We will collaborate with the Village to rank the improvement projects and BMPs developed in Tasks 5 and 6 based on their benefits and cost. A summary table will be developed as the deliverable for this task.

Task 9 – Summary Report: CBBEL will summarize the results of the previous tasks in a report. The report will include a description of BMPs and improvement projects that describe benefits, costs, maintenance, and potential grant opportunities or cost sharing opportunities.

Task 10 – Meetings and Summary Presentation: We will meet with the Village periodically throughout the Master Plan development. We assume at least two in-person meetings will be necessary to update the Village and collaborate on the goals and proposed improvements projects at Harvey Lake. The first meeting will occur after the completion of the existing conditions assessments following Task 4. The second meeting will be following the development of the improvement projects and cost estimates to develop the prioritization plan. Each meeting will be attended by at least two (2) CBBEL staff. Upon submittal of the Master Plan summary report, we anticipate one summary presentation to the Village Board.

ESTIMATE OF FEE

The fee estimate for this project is \$100,976 as detailed in the enclosed Summary of Hours and Fee Worksheet.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached Professional Services Agreement provided by the Village. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee.

Sincerely,

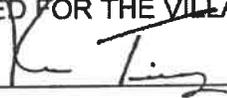


Thomas T. Burke, Jr., PhD, PE
Executive Vice President

Attachments: Summary of Hours and Fee Worksheet
Schedule of Charges
Professional Services Agreement

THIS PROPOSAL, SCHEDULE OF CHARGES AND PROFESSIONAL SERVICES AGREEMENT ACCEPTED FOR THE VILLAGE OF VERNON HILLS:

BY:



TITLE:

Village Manager

DATE:

February 20, 2025

MJB/DTO
N:\PROPOSALS\ADMIN\2025\Vernon Hills_Harvey Lake Master Plan 021125.docx



VILLAGE OF VERNON HILLS
HARVEY LAKE MASTER PLAN
 SUMMARY OF HOURS FEE



Item Description	Budgeted Labor Hours					Total Cost
	CBBEL Eng. VI	CBBEL Eng. IV	CBBEL Eng I/II	ENV Res Specialist V	ENV Res Specialist I/II	
Hourly Rate	\$ 251	\$ 170	\$ 121	\$ 216	\$ 94	
Tasks						
1. Data Review and Site Visit	2	16	16	8	16	\$ 8,390
2. Public Survey	2	16	8			\$ 4,190
3. Bathymetric Survey						\$ 6,000
4. Tree Survey				12	24	\$ 4,848
5. Baseline Water Quality and Natural Area Concept Improvements	2	8	80	24	80	\$ 14,566
6. Civil and Recreational Concept Improvements	2	30	40	8		\$ 17,010
7. Engineer's Estimate of Probable Costs	2	40	40	8		\$ 13,870
8. Project Prioritization Plan	4	24		24		\$ 10,268
9. Summary Report	4	16	40	12		\$ 11,156
10. Meetings and Summary Presentation	6	24		12		\$ 8,178
Total	24	174	184	108	120	\$ 98,476
Other Costs						
Direct Reimbursable Expenses						\$ 2,500
TOTAL NOT-TO-EXCEED COST						\$ 100,976

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-019

AN ORDINANCE AWARDED A CONTRACT TO CHRISTOPHER B. BURKE
ENGINEERING, LTD. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR
THE HARVEY LAKE MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$100,976

THE 18th DAY OF FEBRUARY 2025

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
18th day of February, 2025

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2025-019 AN ORDINANCE AWARDING A CONTRACT TO CHRISTOPHER B. BURKE ENGINEERING, LTD. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE HARVEY LAKE MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$100,976 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM FEBRUARY 18, 2025 TO MARCH 4, 2025.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18th DAY OF FEBRUARY 2025



Notary Public

