

**VILLAGE OF VERNON HILLS  
ORDINANCE 2025-025**

**AN ORDINANCE AWARDING A CONTRACT TO CHRISTOPHER B. BURKE ENGINEERING, LTD. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE SEAVEY DITCH AND LAKE CHARLES PLAN FOR AN AMOUNT NOT TO EXCEED \$237,217**

**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 Village desires to improve the Seavey Ditch waterway and Lake Charles; and

**WHEREAS**, a contract with Semper Fi Land Inc. has been awarded to perform the project construction work; and

**WHEREAS**, the full-time construction management and grant program management duties with the Stormwater Management Commission are necessary to the completion of the project; and

**WHEREAS**, Staff seeks approval to authorize the Village Manager to execute a contract with Christopher B. Burke Engineering, Ltd. to provide construction engineering services for the Seavey Ditch and Lake Charles Plan for an amount not to exceed \$237,217.

**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 construction engineering services for the Seavey Ditch and Lake Charles Plan for an amount not to exceed \$237,217.

**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 \$237,217.

**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 2025-025.

Dated this 18th day of February 2025.

Adopted by roll call vote as follows:

*[Signature Page to Follow]*

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

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka



Roger Byrne, Village President

PASSED: 02/18/2025

APPROVED: 02/18/2025

ATTEST: 02/18/2025



Kevin Timony, Village Clerk



**EXHIBIT A**

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
CONSTRUCTION ENGINEERING SEAVEY DITCH PROPOSAL**

## PROFESSIONAL SERVICES AGREEMENT

### Construction Engineering Services – Seavey Ditch and Lake Charles Restoration For The Village of Vernon Hills

THIS AGREEMENT made and entered into this 20th 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 in accordance with ATTACHEMENT #1. 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. The Consultant's Fee Schedule, denoting its current charges for the year 2025, is attached hereto. Total fees for the Consultant's work shall not exceed \$237,217.00. 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](mailto:ChristopherV@vhills.org)

If to Consultant: Michael Burke, PE, CFM  
Christopher B. Burke Engineering, Ltd  
9575 Higgins Rd., Suite 600  
Rosemont, IL 60018  
[michaelburke@cbbel.com](mailto:michaelburke@cbbel.com)

**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.

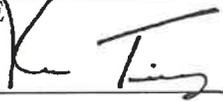
**HH. INTERPRETATION, ENFORCEMENT & DISPUTES**

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 of Vernon Hills  
VILLAGE  
By:   
Title: Village Manager  
Date: February 24, 2025

Christopher B. Burke Engineering, Ltd.  
CONSULTANT  
By:   
Title: President  
Date: 2/20/2025



## ATTACHMENT #1

### **CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

February 5, 2025

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

Attention: Christopher Venetta

Subject: Proposal for Construction Engineering Services  
Seavey Ditch and Lake Charles Restoration

Dear Mr. Venetta:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the construction engineering for the Seavey Ditch and Lake Charles Restoration Project. Kevin Wilson, PE will be the point of contact for this proposal.

The material provided in this proposal represents our ability and eagerness to perform the required services for the Village. We trust that it will demonstrate our understanding of the project and our expertise in performing the upcoming assignment. Below is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

#### **UNDERSTANDING OF THE ASSIGNMENT**

The Seavey Ditch and Lake Charles Restoration Project includes a variety of improvements aimed at enhancing the environmental quality and functionality of the area. These improvements consist of channel excavation, tree removal, topsoil stripping, riprap installation, native landscaping, tree plantings, construction of an in-channel sedimentation trap, and restoration of sidewalks and landscapes. Additional efforts involve temporary bypass pumping, temporary cofferdams, temporary staging areas (outside of wetlands and the floodway), sediment and erosion control best management practices, traffic maintenance for both vehicles and pedestrians/cyclists, and all necessary incidental and collateral work outlined in the plans prepared by CBBEL. Notably, this project features in-stream work that will affect wetlands and Waters of the United States.

The designated Work Area is located in the Village of Vernon Hills, within Libertyville Township, in the south-central region of Lake County. It extends from the northernmost portion of Lake Charles, along Seavey Ditch between Lake Charles and Hazeltine Drive, covering a distance of approximately 12,125 feet (2.3 miles).

Two bid options have been specified for this project, with the Village expected to award the Alternate Bid (Base Bid plus the Sedimentation Trap in Area B). The apparent low bidder is Semper Fi Land Inc. of Aurora, IL. Funding for the project is anticipated to come from local sources and a DCEO Grant (#24-413046 / HD240398).

The contract stipulates a final completion date of December 1, 2025, with two interim deadlines. The first interim milestone—tree removal—is due by March 31, 2025. The second interim milestone—restoration of temporary stockpiles, permanent spoil areas, and all public-accessible areas—is required by October 15, 2025.

## **SCOPE OF SERVICES**

**Task 1 – Pre-Construction Services:** CBBEL will perform the following tasks:

- Attend a pre-construction conference with the Contractor, Village, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with meeting minutes.
- Obtain from the Contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work. If we have not previously worked with a proposed subcontractor, we will make every effort to check references.
- Review the construction schedule submitted by the Contractor for compliance with the contract. CBBEL will review it in relation to any milestone dates in the specifications. CBBEL will review the constructability of their plan to confirm the work is being completed in a logical sequence.
- CBBEL shall document all existing conditions with videotapes to confirm all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector's Checklists provided through IDOT for contract line items including Erosion Control and Storm Sewers.

**Task 2 – Submittal Review and Technical Design Support:** CBBEL will perform the following tasks:

- Check and review, or reject and request resubmittal of, any submittals made by the Contractor for compliance with the contract documents.
- Shop Drawings and Contractor Submittals:
  - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- CBBEL Design Staff will respond to Contractor RFI's (Request for Information) in a timely manner and provide design alternatives or recommendations as necessary.

**Task 3 – Construction Observation:**

CBBEL will assign a part-time Resident Engineer, with Max Orlandi (Engineering Technician III, resume enclosed) serving as the primary contact responsible for project oversight. We have allocated 10 hours per week for Max from March 1 to April 1, 30 hours per week from April 1 to October 15, and 10 hours per week from October 15 to December 1. During the project, Max will also be supported by Jedd Anderson, Environmental Resources Specialist V, for approximately 4 hours per week over a 30-week period.

CBBEL will perform the following tasks:

- Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
- Provide part-time on-site observations of critical work in progress and field checks of materials and equipment through a Resident Engineer or Inspector, who shall:
  - Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
  - Be present whenever the Contractor is performing critical work on-site, associated with the project.
  - Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
  - Review Contractor's progress on a regularly scheduled basis (weekly or other appropriate interval) and update the progress schedule. Compare actual progress to the Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule. If the Contractor falls behind by 14 calendar days, he is required to submit a revised schedule showing how the completion dates will be met. No further payments will be made until a revised schedule is submitted.
  - Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
  - Record names, addresses and telephone numbers of all Contractors, subcontractors, and major material suppliers.
  - Carry and utilize a cell phone during Contractor's working hours (usually 7 a.m. to 5 p.m.).
- Determine if the project has been completed in accordance with the contract documents and if the Contractor has fulfilled all obligations.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Keep an inspector's daily report book in IDOT format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
- Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village.

#### **Task 4 – DCEO Reporting and Documentation:**

CBBEL will coordinate, complete, or review documents submitted to the Illinois Department of Commerce and Economic Opportunity (DCEO) required by the Grant Manager assigned to this project. This includes the following:

- DCEO Conflict of Interest Disclosure
- DCEO Mandatory Disclosure
- DCEO Uniform Application
- Grant Application Narrative
- W-9 Form
- Budget Template
- IL Works Budget Supplement
- Periodic Financial Report (PFR) – Quarterly
- Periodic Performance Report (PPR) – Quarterly

#### **Task 5 – Erosion and Sediment Control Inspection:** CBBEL will perform the following tasks:

- Routine NPDES Site Inspections and Reporting: Per Part IV.D.4 of the NPDES permit, CBBEL will monitor “disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days.” Site inspections will be completed by a Lake County Designated Erosion Control Inspector (LCDECI).
- Post Storm NPDES Site Inspections and Reporting: Per Part IV.D.4 of the NPDES permit, CBBEL will complete the above-mentioned site inspection and report “within 24 hours of the end of a storm or by the end of the following business or work day that is 0.5 inches or greater.” Post-storm site inspections will be completed by a LCDECI.
- On-Call NPDES Consulting: Throughout the life of the project, meetings with the Contractor, subcontractors, Lake County Storm Water Management Commission, and others can be anticipated. CBBEL will provide miscellaneous storm water, BMP, and SWPPP consulting services to the Contractor and Village. This task will allow CBBEL to provide necessary support throughout the year that is not specifically outlined in this proposal.

#### **Task 6 – Project Closeout:** CBBEL will perform the following tasks:

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Conduct final inspection with the Village and prepare a final list of items to be corrected.
- Verify that all items on the final list have been corrected and make recommendations to the Village concerning project acceptance.
- Prepare final pay estimate and change order for the Village’s approval.
- Verify all necessary material inspection has been received and documented.
- Complete required final paperwork.

**Task 7 – Record Drawings:**

CBBEL will maintain a redline field set of working drawings showing changes in the work during construction to check against the Contractor's Record Drawing pay item. This proposed task does not include revisions to the bid package or Contractor submitted CAD drawings. If CAD drawings are required, CBBEL will perform this work using a time and material basis.

Please note that for any of the observation tasks with CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

**ESTIMATE OF FEE**

CBBEL estimates the following fees for each of the tasks described above:

|  |           |                  |
|--|-----------|------------------|
| Task 1 – Preconstruction Services                | \$        | 9,722            |
| Task 2 – Submittal Review & Tech Design Support  | \$        | 3,400            |
| Task 3 – Construction Observation                | \$        | 172,924          |
| Task 4 – DCEO Reporting and Documentation        | \$        | 2,720            |
| Task 5 – Erosion and Sediment Control Inspection | \$        | 18,800           |
| Task 6 – Project Closeout                        | \$        | 17,022           |
| Task 7 – Record Drawings                         | \$        | 3,504            |
| Direct Costs                                     | \$        | 9,125            |
| <b>Total</b>                                     | <b>\$</b> | <b>\$237,217</b> |

These services will be billed to the Village on a Time and Material basis using the previously agreed upon 2020 Standard Charges, which is the current rate sheet used for the Village of Vernon Hills. Our services will be performed in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

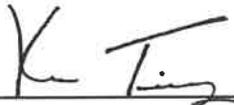
Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR VILLAGE OF VERNON HILLS:

BY:   
TITLE: Village Manager  
DATE: February 24, 2025

CBBEL WORK EFFORT  
Village of Vernon Hills

Construction Engineering - Vernon Hills Seavey Ditch and Lake Charles Restoration

|  | Personnel & Hours  |                    |  |   |                     |      | Total Hours | % of Hours    | Total Cost |
|--|--------------------|--------------------|--|---|---------------------|------|-------------|---------------|------------|
|  | Const PM<br>Eng VI | RE<br>Eng Tech III | SWPP / DECI<br>ENV Res<br>Specialist V | SWPP / DECI<br>ENV Res<br>Specialist I-II | Design PM<br>ENG IV |      |             |               |            |
| Rate   | \$251.00           | \$146.00           | \$216.00                               | \$94.00                                   | \$170.00            |      |             |               |            |
| Pre-Construction Services                      | 2                  | 50                 | 4                                      | 4   | 4                   | 64   | 4.1%        | \$ 9,722.00   |            |
| Submittal Review & Technical<br>Design Support | 0                  | 0                  | 0                                      | 0   | 20                  | 20   | 1.3%        | \$ 3,400.00   |            |
| Construction Observation                       | 4                  | 1000               | 120                                    | 0   | 0                   | 1124 | 72.0%       | \$ 172,924.00 |            |
| DCEO Reporting and<br>Documentation            | 0                  | 0                  | 0                                      | 0   | 16                  | 16   | 1.0%        | \$ 2,720.00   |            |
| Erosion and Sediment Control<br>Inspection     | 0                  | 0                  | 0                                      | 200                                       | 0                   | 200  | 12.8%       | \$ 18,800.00  |            |
| Project Closeout                               | 2                  | 100                | 4                                      | 4   | 4                   | 114  | 7.3%        | \$ 17,022.00  |            |
| Record Drawings                                | 0                  | 24                 | 0                                      | 0   | 0                   | 24   | 1.5%        | \$ 3,504.00   |            |
| Subtotal                                       | 8                  | 1174               | 128                                    | 208                                       | 44                  | 1562 |             |               |            |
| % of Hours                                     | 0.5%               | 75.2%              | 8.2%                                   | 13.3%                                     | 2.8%                |      |             |               |            |
| Total Cost                                     | \$ 2,008.00        | \$ 171,404.00      | \$ 27,648.00                           | \$ 19,552.00                              | \$ 7,480.00         |      |             | \$ 228,092.00 |            |
| Direct Costs                                   |                    |                    |  |   |                     |      |             | \$ 9,125.00   |            |
| Total Cost                                     |                    |                    |  |   |                     |      |             | \$ 237,217.00 |            |

\*Estimated RE at 10 hours per week from 3/1 to 4/1, 30 hours per week from 4/1 to 10/15, and 10 hours per week from 10/15 to 12/1

\*\*Assuming Max Orlandi as Resident Engineer (Eng Tech III)

\*\*\*Direct Costs = 125 Vehicle Days each (\$65/day) budgeted for RE; and Printing Costs for Plans, Specs, Resident Notices

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

| <u>Personnel</u>                       | <u>Charges*</u><br><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.



**YEARS EXPERIENCE:** 23  
**YEARS WITH CBBEL:** 23

#### **EDUCATION**

Bachelor of Science, 2002  
Civil Engineering  
University of Illinois at  
Urbana-Champaign

#### **PROFESSIONAL REGISTRATION**

Professional Engineer, IL,  
062.059552, 2006

#### **CERTIFICATIONS**

Documentation of Contract  
Quantities, IDOT, 21-18290

Material Management of  
Job Sites, IDOT

#### **PROFESSIONAL DEVELOPMENT**

##### IDOT QC/QA Courses:

Mixture Aggregate Technician  
Course

Bituminous Concrete Level 1  
Technician Course

Bituminous Concrete Level 2  
Technician Course

Portland Cement Concrete  
Level 1

Troxler Nuclear Gauge Safety  
Training Class

STTP-S11 Hot Mix Asphalt  
Field Inspection

STTP-S33 Soils Field Testing  
and Inspection

TT – ADA/PROWAG

## **Kevin Wilson, PE**

### **Vice President, Assistant Department Head, Construction Engineering**

Civil Engineer with over 20 years of construction engineering experience related to highway construction and utility installations. Responsibilities include construction observation, project reports, documentation of quantities, review of contractor pay estimates, coordination of materials testing and inspection, site surveys and interaction with the contractor and client. Observed activities include roadway, water main, sanitary sewer, storm sewer, streambank stabilization, and retaining wall construction. Civil design experience consists of resurfacing and reconstruction projects which have included water main, storm sewer, sanitary sewer, and combined sewer design.

#### **CONSTRUCTION**

**FAU Route 3533 (Franklin Avenue Reconstruction) [IDOT Contract #61H14], Franklin Park:** Resident Engineer for the \$22 Million reconstruction and widening of Franklin Avenue from a 2 lane roadway to a new 5 lane composite pavement section from 2022 thru 2024. The project scope included staged construction, installation of a new closed sewer system, precast box culvert along north side of the Franklin Avenue, sheet piling, temporary and permanent erosion control, water main installation, traffic signal modernization with three new signalized intersections, new roadway lighting, signing, pavement markings and landscaping improvements. The work required coordination with ComEd to relocate multiple poles and overhead/underground lines, coordination with Canadian Pacific to replace two railroad at grade crossings, and coordination with the Illinois Tollway on adjacent contracts. The project was funded using National Highway Freight Program and Local Funds. The contract was administered by IDOT using CMMS. CBBEL coordinated inspection services with multiple subconsultants throughout the project.

**Neighborhood Storage Project – Phase 3, Wilmette:** Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 13.9 AC-FT StormTrap Doubletrap Vault (with approximately 47,500 cubic yards of excavation) at Thornwood Park and installation of various utilities and roadway improvements to reduce flooding. The utility improvements included approximately 7,500 linear feet of box culvert and storm sewer (12" to 60" diameter), 2,400 linear feet of 10" sanitary sewer installation, 1,750 linear feet of 6" and 8" water main, and landscaping restoration. Upon completion of the underground utilities, the neighborhood roadways were restored with new PCC curb, sidewalk, and driveways before HMA pavement reconstruction or resurfacing with patching was completed. The engineering team coordinated with various stakeholders throughout the project, including the Wilmette Park District and School District 39.

**FAU Route 3533 (Franklin Avenue Advanced Contract) [IDOT Contract #61G76], Franklin Park:** Resident Engineer responsible for the construction engineering and observation of the removal and reconstruction of the Silver Creek Box Culvert; two 12x7 box culverts were placed using precast and cast-in-place methods. Additional work under this contract included roadway reconstruction with HMA pavement, guardrail removal and installation, storm sewer, and a concrete retaining wall (using helical soil nails) under the I-294 Bridge over Franklin Avenue. Final completion included pavement markings and landscaping restoration. This project was funded using National Highway Freight Program and Local Funds. The contract was administered by IDOT using CMMS and we utilized HeadLight inspection software to document daily site observations.

**Neighborhood Storage Project - Phase 2, Wilmette:** Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 10 acre-feet Doubletrap StormTrap underground storage basin with a Pump Station with back-up generator at Hibbard Park. Additional work required to deliver this stormwater storage project included storm sewer ranging in size from 12" diameter to 60" diameter (PVC, DIP and RCP pipes), 19"x30" elliptical RCP storm sewer, installation of 8" water main, installation of 8" sanitary main, and various types of drainage structures required to complete the work. The roadways were restored primarily by resurfacing of existing pavement with spot curb removal and replacement. Hill Street required multiple utility replacements and required pavement reconstruction with full curb and gutter removal and replacement. Additional improvements on this project included sidewalk removal and replacement, park amenities, green infrastructure, pedestrian signal upgrades, and ADA upgrades.

**Neighborhood Storage Project - Phase 1, Wilmette:** Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 20.2 acre-foot StormTrap stormwater storage and detention facility and additional storm sewer ranging in size from 12" diameter to 60" diameter, and 3'x7" and 5'-6" RCP rectangular box storm sewer. Upon completion of the underground utilities, the neighborhood roadways were restored with new PCC curb, sidewalk, and driveways before HMA pavement resurfacing was completed. The proximity of the project to Highcrest Middle School and within Park District property led to a heightened need for communication and coordination with the various stakeholders. Enhanced community outreach included the use of Constant Contact, a project website, and EarthCam streaming video.

**North Shore Avenue Sewer Separation, Lincolnwood:** Resident Engineer responsible for the construction engineering and observation of storm sewer installation ranging in size from 12" to 60"; the purpose was to install a large diameter storm sewer system in a combined sewer area to reduce flooding and resident sewer backups. The project included a 60" storm sewer outfall to North Shore Channel; 256 feet of 60" storm sewer jacked in place under McCormick Boulevard; HMA pavement removal and replacement; and removal and replacement of PCC curb, sidewalk, and driveways. The project was funded by an MWRD grant and local funds.

**Transmission Main Project, Lincolnwood:** Engineering Manager and Resident Engineer (2019) responsible for the construction engineering and observation of the installation of approximately 14,000 lineal feet of 20" ductile iron water main, 4,000 lineal feet of 8" water main, and 387 lineal feet of horizontal directional drilling of 24" HDPE water main. The purpose of the project was to connect to a new water source in the City of Evanston and discontinue purchasing water from City of Chicago. Additional improvements to complete the project included storm sewer repairs; cured-in-place pipe liner; pavement patching and resurfacing; miscellaneous curb, sidewalk, and driveway repairs; landscaping; and mechanical improvements at the Village reservoir. Coordination was required with the City of Evanston, Village of Skokie, CTA, MWRD, and other various stakeholders.

**Sherman Avenue Improvements, Evanston:** Resident Engineer for Sherman Ave Improvements from Church St to Davis St. This streetscape project included ductile iron water main replacement, replacement of brick paver sidewalk with concrete sidewalks and brick ribbon, curb replacement, roadway resurfacing, roadway and decorative lighting replacements in Downtown Evanston. Responsibilities included construction observation, material inspection, public relations with business owners and residents, and contract documentation.

**FAU Route 2853 (Chicago Avenue/Sheridan Road) [IDOT Contract #61D36], Evanston:** Resident Engineer for construction of Chicago Ave through downtown Evanston and Sheridan Rd through the Northwestern University Campus to the Wilmette Village limit. Net length of improvements was 1.87 miles; Chicago Ave included HMA resurfacing, Sheridan Rd included 3 to 4 lanes of PCC reconstruction with new protected bike lanes. New items related to protected bike lane included bicycle traffic signals and radar detection. Additional work included new traffic signals, ADA improvements, water main replacement, and landscaping. Project was on an accelerated schedule in order to accommodate Northwestern University school calendar and was funded with Federal, ITEP, and Local funds.

**Twin Lakes Subdivision Sidewalk Improvements, Villa Park:** Resident Engineer for construction of a new sidewalk in a subdivision with an existing rural ditch typical section. Sidewalk construction included approx. 74,000 SF of new PCC Sidewalk with ADA accessible crossings. Additional improvements included installation of pipe culverts, driveway replacements, and ditch regrading to accommodate new drainage patterns. A retaining wall was installed adjacent to the sidewalk in front of Target due to ROW space restrictions. Project was funded with Federal and Local Funds.

**2016 Road Program, Wilmette:** Resident Engineer responsible for construction engineering and observation for resurfacing or rehabilitation of 5,050 LF of roadways throughout the Village. Roadway construction included approx. 14,000 SY of HMA partial depth resurfacing, and approx. 1,300 SY of brick pavement reusing existing brick pavers. Additional improvements included reconstruction of sidewalks, curb and gutter, and additional drainage improvements as necessary. Project was funded with MFT and Local Funds.

**FAU Route 326 (IL 47), IDOT, Yorkville:** Providing Phase III assistance to IDOT Resident Engineer and Inspectors from 2012-2015. Serving as Assistant Resident Engineer responsible for construction documentation and observation; managed CBBEL and subconsultant staff that assisted with documentation and observation. Project included 5.04 km of pavement reconstruction, lane additions, storm sewer, traffic signals, and other work along IL Route 47 from just north of IL Route 71 continuing northerly to just north of US Route 34.

**ADA Ramp Program, CDOT:** Resident Engineer responsible for construction engineering and observation of replacement of previously constructed ADA ramp locations not meeting CDOT ADA requirements. Far South Area included 12 ramp locations and South Area included 40 locations. CDOT QC/QA requirements for ADA ramp replacements were followed. Engineering responsibilities included submittal review, daily observation, measurement of quantities, pay estimates, coordination of material inspection, and documentation on CDOT's online web system.

**Book Road LAPP Resurfacing, Naperville:** Resident Engineer responsible for construction engineering and observation for resurfacing of Book Rd from 111<sup>th</sup> St to 87<sup>th</sup> St Roadway construction included 3.07 miles of partial-depth asphalt pavement. Resurfacing required approx. 2,700 tons of Polymer HMA N50 Leveling Binder and 6,300 tons of Polymer HMA N90 Surface Course "F" Mix. Additional roadway improvements included curb and gutter spot repairs, utility structure adjustments, and thermoplastic pavement markings. Sidewalk improvements were completed where necessary, including new sidewalk ramps meeting ADA standards at all roadway crossings within the project limits.

**Road and Relief Sewer Project, Wilmette:** Project Engineer and Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of partial depth resurfacing of over 1.1 total miles of various residential roadway improvements. Utility construction included 600' of 18" sanitary sewer removal and replacement, 396' of 18" Relief Sewer, 768' of 24" Relief Sewer, 984' of 42" Relief Sewer, 14 Relief Sewer manholes and a 10' diameter junction chamber. Project was funded using MFT and Local Funds.

**Conway Park Sidewalk Improvements, Conway Park Owners Association, Lake Forest:** Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of constructing a 36,000 SF sidewalk to provide a continuous walking path throughout the Conway Park office park corridor. Additional improvements included removing and replacing curb and gutter, improving handicap accessibility, pavement markings, and landscaping regarding and restoration.

**Glenview Road Resurfacing, Wilmette:** Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of resurfacing over 0.5 miles asphalt pavement. Additional improvements included curb and gutter spot repairs, sidewalk replacement, and PCC Driveway replacement. Detector loop replacement was coordinated with CCHD. Project was funded using ERP funds.

**95<sup>th</sup> Street LAPP Resurfacing, Naperville:** Resident Engineer responsible for construction engineering and observation for resurfacing of 95<sup>th</sup> St from Plainfield-Naperville Rd to IL Route 59. Roadway construction included approx. 67,100 SY of partial-depth asphalt pavement. Resurfacing required approx. 3,600 tons of Polymer

HMA N50 Leveling Binder, and 6,200 tons of Polymer HMA N90 Surface Course "F" Mix. Additional roadway improvements included curb and gutter spot repairs, utility structure adjustments, and thermoplastic pavement markings. Sidewalk improvements were completed where necessary, including new ramps meeting ADA standards.

**2010 Road Program, Wilmette:** Resident Engineer responsible for construction engineering, layout, and observation for reconstruction and resurfacing of various streets. Roadway construction included approx. 1.03 total miles of various residential roadway improvements. Utility construction included 845 LF of combination sewer removal and replacement, reconnecting existing sewer services, and manhole removal and replacement. Roadway improvements included curb and gutter removal and replacement, driveway removal and replacement, landscaping and pavement markings.

**10<sup>th</sup> Street/Wilmette Avenue ARA Resurfacing, Wilmette:** Resident Engineer responsible for construction engineering and observation for resurfacing of 10<sup>th</sup> St and Wilmette Ave. Roadway construction included approx. 12,000 SY of HMA resurfacing, curb and gutter spot repairs, sidewalk improvements with new ramps meeting ADA standards, and various other roadway improvements.

**Arrowhead Subdivision Roadway Improvements, Algonquin:** Resident Engineer responsible for construction engineering and observation. Roadway construction included approx. 18,000 SY of full-depth asphalt pavement, curb and gutter construction, and various other roadway improvements. Utility construction included approx. 6,000 LF of storm sewer, 2,500 LF of water main, and additional drainage improvements where necessary.

**Huntington Drive North Resurfacing (ARRA), Algonquin:** Resident Engineer responsible for construction engineering and observation. Roadway construction included approx. 15,500 SY of partial depth resurfacing, and approx. 1,900 SY of HMA pavement patching. Additional improvements included reconstruction of sidewalks, curb and gutter, and additional drainage improvements as necessary.

**2009 LAPP Program (Various Streets), Algonquin:** Resident Engineer responsible for construction engineering and observation for resurfacing and reconstruction of various streets throughout the Village. Roadway construction included approx. 64,000 SY of partial depth resurfacing, 6,400 SY of full-depth reconstruction, and HMA pavement patching. Additional improvements included reconstruction of driveways, sidewalks, curb and gutter, and detector loop installation. Reconstruction of Bunker Hill Dr was completed at night in order to minimize impact to the traveling public.

**Randall Road and Huntington Drive Traffic Signal Modernization, Algonquin:** Resident Engineer responsible for construction engineering and observation for installation of timed pedestrian signals and crosswalk improvements at the intersection of Randall Rd and Huntington Dr. Project was located within McHenry County ROW and required coordination between the Village and the County.

**2009 MFT Street Program, Algonquin:** Resident Engineer responsible for construction engineering and observation for resurfacing of Butterfield Dr and Providence Dr. Roadway construction included HMA pavement patching, and approx. 4,700 SY of hot-in-place heater scarifying of existing pavement before HMA surface course placement.



# Max Orlandi

## Construction Technician

**YEARS EXPERIENCE: 8**  
**YEARS WITH CBBEL: 1**

### EDUCATION

Bachelor of Science, 2017  
Environmental Resource  
Management  
University of Wisconsin -  
Whitewater

### CERTIFICATIONS

Geographic Information  
Systems (GIS)

Water Operator Class C

Max is a Construction Technician with experience in construction engineering. Responsibilities include constructability review, construction observation, project reports, documentation of quantities, review of contractor pay estimates, coordination of materials testing and inspection, site surveys and interaction with the contractor and client. Observed activities include roadway, sanitary sewer, storm sewer, water works, erosion control, and various utility construction.

**Balmoral Avenue Reconstruction, Village of Westchester:** Inspector. This project consists of pavement removal and replacement with a full-depth HMA pavement, new curb and gutter, drainage improvements, water main replacement, sidewalk removal and replacement, pavement markings, restoration. As Inspector responsibilities included construction observation, coordination of material inspection, shop drawing review, utility coordination, quantity verification communication with residents and business owners, and documentation as outlined in the IDOT construction manual.

**Gross Point Road Reconstruction, Village of Skokie:** Inspector. Gross Point Road was reconstructed between Golf Road to the intersection of Old Orchard Road, approximately 0.7 miles. The roadway reconstruction also included the addition of a new storm sewer and traffic signal modernization. As Inspector responsibilities included construction observation, coordination of material inspection, shop drawing review, utility coordination, quantity verification, communication with residents and business owners, and documentation as outlined in the IDOT construction manual.

### 2022 - 2023 ENGINEERING INSPECTOR: VILLAGE OF MOUNT PROSPECT

- Supervise the integration of private to public infrastructure for underground utilities (Water, Storm & Sanitary).
- Ensure General Contractor's maintain a complaint free job site.
- Installation of complex storm systems (StormTrap & Contech).
- Review development plans for preparation and execution throughout construction.
- Vast knowledge of Village water system.
- Daily technical communication with contractors and engineers.
- Daily inspections of residential and commercial properties.
- Supervision for resurfacing private roads and parking lots.
- Ensure redevelopment of roads and sidewalks are IDOT & ADA compliant.
- Work relationships with MWRD engineers and inspectors.
- Stake and survey for in-house programs such as the Backyard Drainage Program and new sidewalk.
- Create and modify Village standards and details.
- Respond to residential complaints and issues.
- Team member of the water tapping team that competes at WATERCON.

### 2018 - 2022 WATER/SEWER DEPARTMENT: VILLAGE OF MOUNT PROSPECT

- Water main repair, replacement and installation.
- Valve and structure replacement/installation.
- Sinkhole/sewer line inspections/repairs and oversight.
- Water treatment and water system operating.
- Water sampling.
- Ensure EPA rules and regulations are being upheld.
- Proper use of GIS applications and equipment.
- Pressure and chlorination testing of newly installed water main.
- Snow operations. Both snowplow and trackless



**YEARS EXPERIENCE:** 36  
**YEARS WITH CBBEL:** 36

#### **EDUCATION**

Bachelor of Arts, 1985  
Geology  
Augustana College

#### **CERTIFICATIONS**

Professional Wetland Scientist  
Society of Wetland Scientists

Certified Professional in  
Erosion and Sediment Control

Certified Wetland Specialist,  
Lake County

Certified Wetland Specialist,  
McHenry County

Designated Erosion Control  
Inspector (DECI), Lake County

Qualified Wetland Specialist,  
Kane County

#### **PUBLICATIONS**

Pine Dunes Wetland Mitigation  
Area, Land and Water  
Magazine, May/June 2016

The Unique Components  
of the West Branch  
Wetland Restoration Area,  
DuPage County, Watershed  
Management, ASCE 2011

St. Charles Wetland  
Mitigation Bank, Land and  
Water Magazine, Jan/Feb  
1995

#### **AWARDS**

2016 Engineering Excellence  
Awards-ACEC Illinois, Honor  
Award Winner, Pine Dunes  
Wetland Mitigation Area

Certificate of Appreciation,  
St. Charles Wetland  
Mitigation Bank, June 1994

Hendren Geology Scholarship,  
Augustana College

## **Jedd Anderson, PWS, CWS, CPESC**

**Vice President**

Jedd has extensive experience in Environmental Resources, managing more than 8,000 environmental projects and obtaining more than 2,000 USACE Section 404 permits. He has over 35 years of practice assisting in design review, permitting and monitoring projects for their impact on wetland and natural areas. His responsibilities include coordination and completion of wetland and natural area assessments, delineations, design, permitting, maintenance and monitoring, as well as resolution of USACE/USEPA enforcement actions. In addition, Jedd performs mitigation design and development, as well as technical tasks associated with civil and water resources engineering projects and geological analysis in Illinois, Indiana and Wisconsin. He is also responsible for coordination with clients on implementation of and compliance with NPDES Regulations. During his tenure, Jedd has taught over a dozen seminars and has attended numerous seminars earning countless Professional Development hours.

A veteran in the design and installation of sediment and erosion control, Jedd completes hydro-geomorphologic studies to assist in stream restoration and re-meandering. He has expertise in expertise in NEPA, Endangered Species Act, and biological assessments for threatened and endangered species and is well-versed in soil bioengineering techniques for streambank stabilization and provides environmental, wetland, sediment, and erosion control.

Jedd's clients include governmental agencies, municipalities, forest preserve districts, park districts & school districts, as well as private enterprises. He currently provides wetland consultation services for Addison, Algonquin, Bannockburn, Bensenville, Bloomingdale, Carol Stream, Crystal Lake, Downers Grove, Hawthorn Woods, Huntley, Kildeer, Lake Barrington, Long Grove, Riverwoods, Willowbrook, Wood Dale, Woodridge, and DuPage County.

**MWRDGC - Wetland Specialist Services Upon Request:** Project Manager for Wetland Specialist Services Upon Request Contracts. Wetland Review Consultant for MWRDGC since 2015. Services include review of development applications for compliance with WMO regulations, as well as provides professional opinions and review of proposed regulations and various District projects.

**IDOT - Various Environmental Services Upon Request:** Project Manager for 'Various Environmental Services Upon Request' Contracts. Projects include Coordination of Special Waste Reviews; review of wetland delineations; preparation of wetland delineations, tree surveys, threatened and endangered species reviews; completion of wetland maintenance and monitoring; architectural historian assistance; and noise analysis reviews for various roadway projects.

**Renewable Energy (Solar-Wind) Work Effort:** Leads all environmental components of CBBEL's work with wind and solar energy companies, completing due diligence of potential sites and assisting with design and permitting of chosen locations.

**O'Hare International Airport Modernization Program:** Lead Wetland Consultant for preparation and submittal of Section 404 Permit Application encompassing more than 154 acres of wetland impact within the 8,000 acre O'Hare International Airport, as well preparation of the DuPage County Wetland Submittal. Coordinated more than 440 acres of wetland mitigation for the replacement of the lost wetland areas. Lead consultant on the design of wetland mitigation required for the wetland impacts occurring in the DuPage County portion of the airport.

**Addison Creek Wetland Restoration, City of Northlake:** Environmental Project Manager for restoration of 3,200 LF of Addison Creek, removal of two low flow dams, and establishment of 2.5 acres of additional wetland and waters of the United States. Responsible for wetland and waters delineation and permitting; stream fluvial geomorphologic restoration grading; and native landscaping plans.

**Zion Nuclear Generating Station Decommissioning, Zion Solutions, City of Zion:** Project Manager and lead National Pollutant Discharge Elimination System (NPDES) consultant for decommissioning, demolition and removal of nuclear power plant. Responsible for preparing final site grading plans, final site stabilization, all SESC-NPDES inspections and design, and Corps of Engineers and Lake County Stormwater Permitting for the \$1 billion project. Also designed the successful decommissioning of the plant forebay which previously brought freshwater into the generating station from Lake Michigan; a significant backfilling operation that risked sediment release into the Lake.

**Illinois Tollway Trees Initiative, System-wide:** CBBEL lead for preparation of the system-wide Landscape Masterplan (LMP) for tree planting along the Illinois Tollway System. Project Manager for execution of three tree planting contracts, directing installation of 12,000 trees within I-355 for the Illinois Tollway. Coordinated with Illinois Tollway staff and the Morton Arboretum to prepare the LMP, contract plans, and special provisions.

**DuPage Airport Authority Various Services:** Environmental Lead providing stormwater management, land management, landscaping, wetland and buffer delineation, design, permitting and construction oversight services for DuPage Airport Authority lands, including typical airport grounds, Prairie Landing Golf Course, DuPage Technology Park open space, farmland, woodlands, wetlands and fields. Manage and maintain these interconnected sites to meet FAA wildlife hazard safety standards.

**Seneca I-80 Riverport:** Project Manager responsible for the completion of wetland delineation and USACE and IEPA permitting. Proposed project consists of installation of a new barge and grain handling facility for the export of agricultural products on the Illinois River.

**DuPage County Stormwater Ordinance:** A Lead Author on complete re-write of the County Stormwater Ordinance to reflect current and future development conditions. Responsible for preparation of Wetland/Waters, Buffer, BMP and Soil Erosion and Sediment Control sections of new ordinance.

**Lake County Stormwater Management Commission – Marguerite Lane Ravine and Streambank Stabilization Project:** Lead designer for stabilization of a 36-foot-tall ravine embankment, which had eroded significantly, threatening two houses. Designed restoration of the embankment and stabilization of the Bull Creek Stream Channel, as well as performed all environmental permitting.

**Lincoln Park Conservancy and Chicago Park District – North Pond Restoration:** Designed, permitted and provided construction observation for restoration of North Pond in Chicago's Lincoln Park. Designed environmental restoration components of the project, the grading plan, and completed all environmental permitting.

**Lake County Public Water District Lake Michigan Revetment Installation – Lake Michigan, City of Zion:** Led design and permitting and provided construction observation for revetment installation to protect pump station on shore of Lake Michigan.

**95th Street Extension, Bolingbrook/Naperville:** Lead Environmental Consultant responsible for completion of wetland and waters delineation, as well as preparation and submittal of wetland/waters impact individual permits to USACE and IEPA. Project included extension of 95th St. and a new bridge over the DuPage River.

**West Branch Wetland Mitigation Area, DuPage County:** Project Manager for design and permitting of 130-acre wetland mitigation area in conjunction with 340-acres of upland/prairie restoration and 5,000 feet of stream restoration. Responsible for completion of wetland delineation, floristic inventory, and installation of groundwater monitoring wells. Coordinated completion of soil survey, field tile survey, topographic survey, hydrology and hydraulic study, and all CAD work. Principal designer of restoration program, which included design of all on-site grading, field tile abandonment, restoration and planting plans, along with 5,000' of streambank restoration which included, design of riffles and re-meandering of the West Branch DuPage River. Prepared construction, long-term management and monitoring cost estimates.

#### **SIGNATURE PROJECTS (WITHIN THE LAST 10 YEARS)**

**Pine Dunes Wetland Mitigation Area, Illinois Tollway, Lake County:** Project Manager responsible for coordination of project design and permitting, as well as Principal Designer of the restoration program which included design of all on-site grading; location of amenities, including bike paths, bridges and boardwalks; field tile abandonment; restoration and planting plans; and stream restoration plans. Responsible for completion of wetland delineation, floristic inventory, and survey of threatened and endangered species. Coordinated completion of soil survey, field tile survey, topographic survey, hydrology and hydraulic study, and all CAD work. Assisted with preparation of construction, long-term management and monitoring cost estimates.

**Illiana Corridor, I-55 to I-65, IDOT & INDOT:** Lead for preparation of Groundwater Resources Section, lead consultant on wetland/water permitting and assisted with Water Resources Section of Tier 1 and Tier 2 EIS, environmental fieldwork, data collection, and impact assessment for 950-square-mile study area located in portions of Will and Kankakee Counties (IL) and Lake County (IN). Specific responsibilities included technical writing for Tier 1 and Tier 2 EIS; preparation of scope, budget, methodology, data collection, environmental fieldwork/coordination, agency coordination, and QA/QC.

**Elgin O'Hare – West Bypass, ISTHA/IDOT:** CBBEL lead for preparation of EIS, environmental fieldwork, data collection, impact assessment, and GIS database development for 127-square-mile study area. Responsibilities included preparation of scope of services, methodology, data collection, preliminary environmental fieldwork/coordination (wetlands, water resources, upland habitat, and aquatics), agency coordination, and quality assurance and quality control pertaining to environmental resources. Primary author for several sections of the Tier One Draft EIS and various other project documents. Participated in public involvement meetings and tasks in accordance with IDOT CSS policies and procedures.

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-025

AN ORDINANCE AWARDED A CONTRACT TO CHRISTOPHER B. BURKE  
ENGINEERING, LTD. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR  
THE SEAVEY DITCH AND LAKE CHARLES PLAN FOR AN AMOUNT NOT TO  
EXCEED \$237,217

THE 18<sup>th</sup> DAY OF FEBRUARY 2025

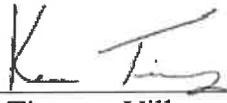
Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
18<sup>th</sup> day of February, 2025



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. 2025-025 AN ORDINANCE AWARDING A CONTRACT TO CHRISTOPHER B. BURKE ENGINEERING, LTD. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE SEAVEY DITCH AND LAKE CHARLES PLAN FOR AN AMOUNT NOT TO EXCEED \$237,217 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM FEBRUARY 18, 2025 TO MARCH 4, 2025.

  
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Kevin Timony, Village Clerk

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

  
\_\_\_\_\_  
Notary Public

OFFICIAL SEAL  
ELIZABETH KOEHL  
Notary Public - Illinois  
Commission No. 749937  
My Commission Expires July 22, 2027