

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-108

AN ORDINANCE AUTHORIZING APPROVAL OF A CONTRACT WITH CHRISTOPHER
B. BURKE ENGINEERING, LTD FOR PERMITTING AND DESIGN SERVICES IN AN
AMOUNT NOT TO EXCEED \$69,675.00

THE 10th DAY OF AUGUST 2021

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
10th day of August, 2021

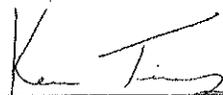
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, KEVIN TIMONY, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON AUGUST 10, 2021, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2021-108 AN ORDINANCE AUTHORIZING APPROVAL OF A CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD FOR PERMITTING AND DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$69,675.00

THE PAMPHLET FOR ORDINANCE NO. 2021-108 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED AUGUST 10, 2021 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 10th DAY OF AUGUST 2021.



Kevin Timony, Village Clerk

SEAL



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. 2021-108 AN ORDINANCE AUTHORIZING APPROVAL OF A CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD FOR PERMITTING AND DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$69,675.00 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM AUGUST 10, 2021 TO AUGUST 20, 2021.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 10th DAY OF AUGUST 2021



Notary Public



**VILLAGE OF VERNON HILLS
ORDINANCE 2021-108**

**AN ORDINANCE AUTHORIZING APPROVAL OF A CONTRACT WITH
CHRISTOPHER B. BURKE ENGINEERING, LTD FOR PERMITTING AND
DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$69,675.00**

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 is responsible for the maintenance of its infrastructure; and

WHEREAS, the Village desires to install a boardwalk along Harvey Lake to improve staff’s ability to maintain the site and provide this as an amenity to its residents; and

WHEREAS, a proposal was received from Christopher B. Burke Engineering, Ltd (*“CBBEL”*) who has prior experience in this scope of work; and

WHEREAS, the Harvey Lake Boardwalk project was discussed at the July 20, 2021 Committee of the Whole meeting; and

WHEREAS, the approved FY21-22 budget included \$180,000 for this improvement in account #0209111 550030; and

WHEREAS, the Village Board is supportive of the proposed improvement.

**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 required documents with Christopher B. Burke Engineering, Ltd in an amount not to exceed \$69,675.00.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payments to Christopher B. Burke Engineering, Ltd in an amount not to exceed \$69,675.00.

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

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2021-108.

Dated the August 10th, 2021

[SIGNATURES TO FOLLOW]

Adopted by roll call votes as follows:

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

NAYS: 0 – None

ABSENT AND NOT VOTING: 1 – Byrne

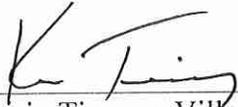


Thom Koch Jr., Village President Pro Tem

PASSED: 08/10/2021

APPROVED: 08/10/2021

ATTEST: 08/10/2021



Kevin Timony, Village Clerk



EXHIBIT A

CCBEL CONSULTING SERVICES AGREEMENT

Consultant: CBBEL
Contract No:
Services: Professional Design & Permitting Services
Lake Harvey Boardwalk
Village of Vernon Hills, Lake County, IL

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is entered into this 22nd day of June 2021 by and between the VILLAGE OF VERNON HILLS ("Village") and CHRISTOPHER B. BURKE ENGINEERING, Ltd. ("Consultant.")

The following recitations are incorporated herein and made a part hereof:

A. This Agreement is for the providing of the labor, materials, equipment and expertise to perform the professional design and permitting services for Lake Harvey Boardwalk in the Village of Vernon Hills, more particularly described in Exhibit A.

B. Consultant is a registered or licensed Engineer and represents and warrants to Village that it has the necessary skills, equipment and staff to perform the Services in a manner consistent with generally accepted professional standards for activities generally involving engineering consulting services. Consultant's Federal Taxpayer Identification Number is 36-3468939.

C. Consultant represents and warrants that it is not barred from entering into this Agreement as a result of a violation of 720 ILCS 5/336-3 or 336-4.

In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

2. CONTRACT DOCUMENTS

The "Contract Documents," as that term is used herein, shall mean this Agreement and all Exhibits enumerated below, the Specifications, the Drawings, the Change Orders (all as defined below) and all other documents referred to herein. The Exhibits to this Agreement are:

- Exhibit "A" - List of Services/Scope of Work
- Exhibit "B" - Location
- Exhibit "C" - Insurance Requirements

3. **SCOPE OF WORK**

Consultant shall perform in a good and professional manner and in strict compliance with this Agreement and all applicable local, state, and federal rules, regulations, laws and ordinances, those services described on Exhibit "A", attached hereto and incorporated herein by reference ("Services").

Consultant shall furnish all labor and equipment necessary or proper to perform and complete the Services in accordance with this Agreement. The Services shall be performed by or under the direct supervision of registered or licensed professional staff members. Consultant shall perform its services hereunder as an independent contractor in accordance with its own methods and this Agreement and not as an employee of Village.

The Consultant will attend conferences and will visit the Sites of the work at any reasonable time when requested to do so by the Village.

4. **CONTRACT SUM AND PAYMENT**

Village shall pay Consultant, and Consultant shall accept as full compensation for the complete performance of all Work and Consultant's other covenants and undertakings hereunder, the prices described in Exhibit A. Price not to exceed \$69,675.00.

B. No payment made hereunder, including final payment upon full completion and final acceptance of the Services, shall constitute a waiver of any claim by Village from failure of the Consultant to comply strictly with this Agreement. However, the acceptance of the final payment by the Consultant shall constitute a waiver of all claims by the Consultant, except those previously made in writing and still unsettled.

C. Village shall be entitled to offset and deduct any costs, expenses, losses and damages it may incur as a result of Consultant' negligence or failure to properly perform its obligations under this Agreement from any monies owed to, or to become due, Consultant from Village in connection with the Project Sites or in connection with any other work or any other contract that Consultant is performing on behalf of Village.

5. **AUTHORIZATION FOR ADDITIONAL SERVICES**

Consultant shall not perform Services other than as set forth on Exhibit "A" until a Contract Addendum or Change Order ("Change Order") setting forth a description of the additional Services to be performed and the compensation therefor has been signed by Village and Consultant. The Consultant shall not be entitled to any additional fees, expenses or compensation of any kind in connection with any services performed by Consultant without strict compliance with all requirements of this section.

6. **TIMING**

Consultant shall perform all elements of the Services by the dates set forth on Exhibit "A". Time is of the essence with respect to the performance of the Services, but Consultant will not be held responsible for delays caused by failure of the Village or any other review agencies to timely perform any duties.

7. **OWNERSHIP AND USE OF DOCUMENTS**

All documents including drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement shall be the property of the Village. All field notes, reports, electronic data files and reproducible mylar plans shall be turned over to and become the property of the Village and during the performance of the services herein provided for, the Consultant shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession and any such loss or damage shall be restored at his expense.

8. **VILLAGE'S RESPONSIBILITIES**

During the performance of Services, the Village shall supply all criteria and full information regarding the Village's requirements for the Project, designate a person to act with authority on Village's behalf in respect to all aspects of the Project, and provide and agree to the following:

A. Assist the Consultant by placing at its disposal all available written and electronic data pertinent to the Project Sites, including previous reports of any construction on the Project.

B. Furnish to Consultant on request (to the extent that they are not part of Services) the following if in the possession of Village or any agents of Village: borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; and zoning and deed restrictions.

C. Use reasonable efforts to provide for access to the Project Sites and for the Consultant to enter upon public and private land as required for the performance of the Services.

9. **VERIFICATION OF MEASUREMENTS, DRAWINGS AND SPECIFICATIONS**

Information regarding Project Sites given in drawings and specifications is believed to be reasonably correct, but the Village does not warranty the completeness or accuracy of such information, and it is the responsibility of the Consultant to verify all such information independently and to make such other examination of the Project Sites as shall reasonably be necessary to satisfy itself of the conditions thereof.

10. **SUSPENSION OF WORK**

Village may at any time suspend the Services, or any part thereof, by giving three (3) business days written notice to Consultant. The Services shall be resumed by Consultant if Village gives written notice to Consultant to do so within sixty (60) days of the day of the suspension notice.

If the Village does not give notice in writing to the Consultant to resume work within sixty (60) days of the date of the suspension notice, then the Consultant may terminate this Agreement by delivery of notice thereof to Village, and Consultant will be entitled to final payment for all Services completed to the date of such termination.

11. **SUBCONTRACTS/PURCHASE ORDERS**

Consultant may only subcontract a portion of the Services with the prior written consent of Village. Village reserves the right to approve the form and substance of any subcontract and purchase order, such approval to be granted or withheld in the sole discretion of Village. Any subcontract shall prohibit subcontractor from subcontracting any portion of the Services unless he receives the prior written consent of Village. A subcontractor" is a person or entity who has a direct contract with Consultant to perform any of the Services at the Project Sites. The term subcontractor means a subcontractor or its authorized representative. The term subcontractor does not include any separate contractor or its subcontractors.

All subcontracts and purchase orders and warranties and guarantees thereunder shall be assignable to Village and shall provide that such warranties and guaranties shall be enforceable by the Village regardless of whether such subcontractor or supplier has been paid by Consultant. All subcontracts and purchase orders shall conform to the requirements of the Contract Documents. Consultant shall furnish Village with copies of any subcontract and purchase order promptly upon request.

12. **INSURANCE**

Consultant, at its own expense, shall carry at all times prior to completion of the Services and acceptance by Village of the Services, the insurance set forth in the "Insurance Requirements" attached hereto as Exhibit "C".

13. **LEGAL RELATIONSHIPS AND REQUIREMENTS**

13.1 **Required Certifications.** Consultant shall execute the Certification attached as Exhibit D certifying that Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of Consultant, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65ILCS 5/1 1-42,1-I;

- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5133E-3 and 5133E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- (D) in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.);
- (E) in compliance with the Equal Employment Opportunity Act and all other state and federal laws and regulations prohibiting unlawful discrimination and that during the performance of the Agreement, Consultant shall:
 - 1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 - 2. it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
 - 3. in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 - 4. send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Consultant in its efforts to comply with such Act and Rules and Regulations, Consultant will promptly notify the Illinois Department of Human Rights and Consultant will recruit employees from other sources when necessary to fulfill its obligations thereunder;
 - 5. submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human rights Act and the Department's Rules and Regulations;

6. permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations; and
7. not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise;
8. in compliance with 775 ILCS 5/2-1.05(A)(4) by having in place and enforcing a written sexual harassment policy;
9. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Consultant may be declared ineligible for future contracts with Village, 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;
10. in compliance with 30 ILCS 580/I et seq. (Drug Free Workplace Act) by providing a drug-free workplace by publishing a statement:
 - (a) notifying employees that the unlawful manufacturer, or distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Consultant's workplace.
 - (b) specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - i. abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (c) establishing a drug-free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) Consultant's policy of maintaining a drug-free workplace;
 - (iii) any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv.) the penalties that may be imposed upon employees for drug violations;
 - (v.) making it a requirement to give a copy of the statement required to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
 - (vi.) notifying Village within ten (10) days after receiving notice from any employee or otherwise receiving actual notice of any conviction;
 - (vii.) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (viii.) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicated that a trained referral team is in place; and
 - (ix) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section; and
- 11. not in violation of Village Ordinances by Consultant having given to any officer, employee, spouse of or immediate family member living with any officer or employee of Village any gift except as otherwise permitted therein.
- 12. Is currently and will remain in compliance Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):
 - (A) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United States Bureau of labor Statistics in its monthly publication of employment and unemployment figures, Consultant and all Trade Consultants shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.
 - (B) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work

involved, if so certified by Consultant and approved by the Architect. Consultant may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Agreement during periods of excessive unemployment.

(C) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

14. DEFAULT

If the Consultant is adjudged bankrupt, or becomes party to any voluntary or involuntary insolvency, bankruptcy, or reorganization proceeding under state or federal law, or makes a general assignment for the benefit of Consultant's creditors, or a receiver is appointed for Consultant or for all or any portion of Consultant's assets or Consultant fails to diligently prosecute the Services to completion thereof in a diligent, efficient, timely, professional manner and in strict accordance with the provisions of this Agreement or is in breach of any term agreement, covenant, condition, representation or warranty contained in this Agreement, then the Village may, without prejudice and after giving Consultant five (5) days notice, terminate this Agreement.

Upon such termination, Consultant shall deliver to Village reproducible copies of all of Consultant's drawings, and copies of all of Consultant's field notes, approvals, correspondence and other documents of any kind whatsoever which in any way relate to the Services. The cost for such copies shall be paid by the Consultant.

Village shall pay Consultant for work mutually agreed to be completed and provided to date of termination.

15. TERMINATION

The Village shall, at its sole option and discretion, have the right to terminate this Agreement for any reason whatsoever by providing the Consultant with a written notice of termination to be effective five (5) days after delivery thereof. If terminated hereunder, the Consultant shall only be paid a fee equal to the percentage of completion of the Services as of the date of termination less any fees theretofore paid to Consultant pursuant to this Agreement. In no event shall the Consultant be entitled to anticipatory profit or any other compensation or damages whatsoever for any such termination.

16. INDEMNITY

Consultant shall, at its own cost and expense, defend, indemnify and save harmless the Village and its agents, representatives, officers, officials and employees from any and all loss, claims, liabilities, obligation suits or actions of any kind or character (including, but not limited to, actions brought under the Illinois Workman's Compensation Act) and from any and all expense (including costs and attorneys fees) arising from any injury, death or damage which may

be sustained, incurred or received by any person (including, without limiting the generality of the foregoing, employees of Consultant) or property and which may directly or indirectly result from the following:

A. Any act, omission, neglect or misconduct of Consultant or any employee or agent of Consultant in connection of the performance of any covenant, term or provision of this Agreement, irrespective of whether such loss, claim, liability, obligation, suit, action and/or expense was actually or allegedly caused wholly or in part from the negligence of any other person or party.

B. Any infringement of patents, trademarks, royalties or copyrights relative to the Services.

C. Any failure, neglect, act or omission on the part of Consultant or any employee or agent of Consultant with regard to any law, requirement, ordinance or regulation of any governmental authority.

D. Consultant shall indemnify and save and hold harmless the Village from any claims, demands, causes of action, or suits of whatever nature arising out of the labor and materials furnished by Engineer and its subcontractors under this Agreement, and from all laborers', materialmen's and mechanics' liens arising out of the labor and materials furnished by Engineer and its subcontractors under this Agreement, and shall keep the Project free and clear of all liens, claims and encumbrances arising from the performance of this Agreement by Engineer and its subcontractor.

17. NOTICES

Notices may be delivered by registered or certified mail, facsimile transmission or courier messenger service, and shall be deemed received three (3) days after mailing in the case of certified or registered mail, upon transmission if by facsimile transmission or upon delivery if by courier, and may be sent to the parties at the following addresses:

If to Village: Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-2904
Attention: Director of Public Works
847/367-3726

With a Copy To: Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061-2904
Attn; Village Manager
847/918-3550

And to: James V. Ferolo
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Dr., Suite 1660
Chicago, IL 60606
312-984-6433

If to Consultant: Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road
Suite 600
Rosemont, IL 60018

18. **NONDISCRIMINATION**

The Consultant warrants that he has complied with all federal, state and local laws pertaining to labor, nondiscrimination, equal employment opportunity and contract procurement, and knows of no violations thereof; and such warranty shall survive until completion of the Project.

19. **CHOICE OF LAW**

All questions regarding the validity execution and/or interpretation of this Agreement shall be interpreted in accordance with the laws of the State of Illinois.

20. **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the respective parties, their heirs, legal representatives, successors and permitted assigns.

21. **ASSIGNMENT**

Consultant shall not assign or transfer any interest in this Agreement or subcontract portions of the Services to others without prior written consent of Village. If Village conveys any part of all of the Project, Village shall be entitled, with the written consent of Consultant, to

assign its rights, benefits and obligations hereunder to the Grantee of the Project. Upon such assignment and upon written notice of such assignment to Consultant, Village shall be under no liability or obligation of any kind with respect to this Agreement which occurs after the date of such assignment.

22. **NON-WAIVER**

The waiver by the Village of the performance of any act, covenant, condition or promises herein shall not invalidate this Agreement, nor be considered as a waiver of any other or identical act, covenant, condition or promise herein.

23. **EXTENT OF AGREEMENT**

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL PRIOR NEGOTIATIONS, REPRESENTATIONS, OR AGREEMENTS, EITHER WRITTEN OR ORAL. THIS AGREEMENT MAY BE AMENDED ONLY IN WRITING SIGNED BY VILLAGE AND CONSULTANT. NO AGREEMENT, STATEMENT OR PROMISE OF ANY KIND WITH RESPECT TO THIS AGREEMENT OR THE SERVICES TO BE PERFORMED HEREUNDER (INCLUDING, BUT NOT LIMITED TO WRITTEN PROPOSALS FROM CONSULTANT) SHALL BE VALID UNLESS SPECIFICALLY EVIDENCED BY A WRITING SIGNED BY THE VILLAGE AND CONSULTANT.

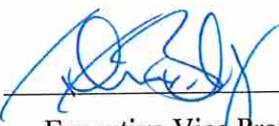
IN WITNESS WHEREOF, Village and Consultant have executed this Agreement on the date first written above.

VILLAGE:

CONSULTANT:

VILLAGE OF VERNON HILLS

By: 

By: 
Executive Vice President

Kevin Timony
Village Manager

Head, Water Resources Dept.

Title: _____

Date: 8/16/2021

Date: 6/22/21

Attest:

By: _____

Village Clerk

Date: _____

EXHIBIT "A"
LIST OF SERVICES/SCOPE OF WORK

Scope of Services



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

EXHIBIT A

June 22, 2021

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

Attention: Mr. David Brown, PE, CFM
Director of Public Works/Village Engineer

Subject: Proposal for Professional Design and Permitting Services for the
Lake Harvey Boardwalk
Village of Vernon Hills, Lake County, IL

Dear Mr. Brown:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional design and permitting services related to two proposed boardwalks around Lake Harvey in the Village of Vernon Hills (Village), Lake County, IL. This proposal includes our Understanding of Assignment, Scope of Services, and Fee Estimate.

UNDERSTANDING OF ASSIGNMENT

As discussed during our call on April 29th, we understand that the Village wishes to install a boardwalk around the southwest corner of Harvey Lake and over the forebay at the south side of the lake. The boardwalk will be 12' clear width, with railings on both sides, designed for light duty pickup loading (90 psf pedestrian live load and a vehicular load of 10,000 pounds). It will be a timber construction set on wood pole/bents/abutments or helical piles. Our understanding is that the project site is owned by the Village and the Village is coordinating with the adjacent homeowner's association regarding the boardwalk project. The portion of the boardwalk at the southwest corner will be approximately 140-180 feet long. The portion of the boardwalk at the south forebay will be 150 feet long with a 50-foot-long bridge or span over the forebay entrance. The boardwalk will be wide enough for a small bobcat to access around the lake. The remaining path system around the lake will remain a mowed grass path and no improvements to this path (ADA or other) are included in this proposal. It is our understanding that the boardwalk contractor will provide the necessary drawings and specifications to incorporate into our bid documents.

The project site is in the unstudied Zone A regulatory floodplain according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Lake County, IL. A Base Flood Elevation (BFE) determination will be required as part of the Watershed Development Permit for this site, which will be issued by Lake County Stormwater Management Commission (SMC) for Public Development in the regulatory

floodplain. There are also wetlands and Waters of the United States in the project area. A wetland delineation, boundary confirmation, and jurisdictional determination will be required as part of the Lake County and U.S. Army Corps of Engineers (USACE) permitting for the project. In addition to the Watershed Development Permit and USACE permit, it is likely that the project will require consultation with the Illinois Department of Natural Resources (IDNR) for Threatened and Endangered Species signoff. It is assumed that the project will disturb less than 1 acre and therefore a National Pollutant Discharge Elimination System (NPDES) ILR10 construction permit will not be required.

No public coordination is included in this proposal as it is assumed the Village will complete coordination with adjacent property owners. All work is within Village property boundaries, and no temporary easements/right-of-entry permits are needed. It is assumed that funding for project's design and construction is local and no grants/TIF or other funding will be used.

CBBEL will prepare topographic survey, engineering design and bidding documents for the boardwalks and bridge that will be an integral part of the permit submittal packages. The Village will distribute the bid package to bidders and complete all coordination related to bidding. CBBEL will review the bid proposals but will not attend pre-bid or bid opening meetings. This Scope of Services does not include construction observation services.

SCOPE OF SERVICES

Task 1 – Basin/Lake Shore Topographic Survey: As part of this task, CBBEL will perform topographic survey of the two project areas of Harvey Lake. The survey will be used as a base map for design and permitting purposes. Only the two boardwalk areas will be surveyed. If necessary, available aerial topography will be used for data outside of the two boardwalk areas.

Included are the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art GPS equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS Monumentation control (NAVD '88 Datum).
3. CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits (as per attached exhibit). Field location of all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.
4. Office calculations and plotting of field and record data.
5. Cross Sections: CBBEL will survey cross sections along the project limits at

50' intervals, and at all other grade controlling features.

6. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim elevations. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No JULIE Utility Survey Coordination is included in this task.
7. Office contouring of field data and one foot contour intervals.
8. Drafting of an Existing Conditions Plan at a scale of 1" = 20'

*NOTE: JULIE Utility Coordination Survey, Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.

Task 2 - Field Reconnaissance: An investigation of the project site will be completed to delineate the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the USACE. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

Task 3 – Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the USACE Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

Task 4 – Request for Jurisdictional Determination and Boundary Confirmation: CBBEL will prepare and submit a request for a Jurisdictional Determination to the USACE to determine if that agency will regulate any onsite waters or wetland. CBBEL staff will also contact the County to request a wetland boundary confirmation site visit.

Task 5 – USACE Application: If necessary, CBBEL Environmental Resources Staff will prepare the USACE Permit Application. This information will include the required exhibits, specifications, data, and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency (IEPA).

We have assumed the application will be processed as a Nationwide or Regional Permit. If the application is processed as an Individual Permit, a supplemental proposal will be prepared to cover the cost of the required additional services.

Task 6 – Lake County Wetland and Stormwater Management Permit Submittal: CBBEL Environmental Resources Staff will assist the project engineer in preparation of the wetland, waters, and buffer portions of the Watershed Development Permit (WDP) submittal. This submittal will include the BFE determination, floodplain, wetland and buffer

calculations, narrative and exhibits in support of the public development in the regulatory floodplain. The submittal will be made to SMC.

Task 7 – Hydrologic Modeling for Base Flood Elevation Determination: CBBEL will analyze the hydrology for the area tributary to Harvey Lake and the outlet drainage system, which is on the southwest side of the lake. CBBEL will use drainage information such as storm sewer atlases and topographic survey to develop a hydrologic model of the lake using Illinois State Bulletin 75 rainfall depths. The BFE and peak flowrate from the lake through the drainage system to the southwest will be determined and used for permitting and design of the boardwalk.

Task 8 – Floodplain Fill and Compensatory Storage Analysis: Based on the results of the BFE determination, we will determine the amount and location of compensatory storage required and any impacts to the hydraulics of the outfall from the lake.

Task 9 – Design Engineering:

9.1 Concept Package

CBBEL will work with the Village to create a concept layout that meets their needs. This concept will include PDF and KMZ plan layout, typical sections, boardwalk imagery, and rough construction cost. It will be provided to Village for review. This document can be used for initial contact with Permit agencies, soil boring locations.

9.2 Preliminary 65% Engineering Package

CBBEL will update the concept and create a preliminary plan set in PDF format. CBBEL will update Village's boilerplate bid book for this project, use IDOT special provisions where possible, and CBBEL/Village special provisions where needed.

Plan Set Sheet Name	No of Sheets
Cover (PE/SE seal)	1
General Notes -Summary of Quantities	1
Alignment/Ties/Benchmark	1
Typical Sections	1
Construction Sequencing Plan with Sediment/Erosion Control	2
Existing Conditions/Removal Plan with Wetland/Floodplain Impacts	2
Proposed Plan	1
Landscape Restoration Plan	1
Boardwalk 1 Structural Plan/Details	2
Boardwalk 2 Structural Plan/Details	2
Sediment/Erosion Control, Construction Details, and Highway Standards	2
Total	16

9.3 Final/Permit Package

CBBEL will make updates to Preliminary Package documents based on Village comments received and provided Bid Set items to Village. Items include Plans, Bid Book, Engineer's Estimate of Probable Construction Cost, Schedule, and structural calculations. Structural calculations will be signed/sealed by a Structural Engineer registered in Illinois. CBBEL will also create a Sediment/Erosion Control plan and access plan based on IUM and provide to Village for submittal. Deliverables will be PDF, KMZ, one hardcopy of all items for Village, including permit submittals.

9.4 Bid Documents Package

CBBEL will make updates to Final/Permit Package documents based on Village's/Permitting Agencies' comments received and provided Bid Set items to Village. Items include Plans, Bid Book, Engineer's Estimate of Probable Construction Cost, Construction Schedule, and formatted/blank Bid Tabulation (excel file for Village's use in tabulating bids), Soils report. Deliverables will include PDF, KMZ, Excel, and two hard copies for Village. CBBEL will also provide "For Construction FYI" dgn files to assist contractor/resident engineer in project layout/understanding.

CBBEL will answer bidder's questions as passed along by Village to issue one Bid Set Addendum. CBBEL will review Village compiled Bid tabulation and provide comments to Village.

Task 10 - Soils Investigation: CBBEL's sub-consultant TSC, Inc, will collect and analyze 9 soil borings collected via tracked equipment. Any site access or vegetation removal will be provided by the Village. The findings will be provided in report form and will aid boardwalk design and construction access analysis.

Task 11 – Meetings: CBBEL anticipates four meetings as follows:

1. Site meeting/ project kickoff meeting
2. Meeting with Village Staff after the concept plan
3. Meeting with Village staff after 65% preliminary plans
4. Meeting with Village staff after final plans

CONVERSION TO DESIGN / BUILD

If upon completion of Preliminary (65%) Engineering plans, or at any point during the work under this contract, the Village of Vernon Hills wishes to convert this contract to a Design/Build Contract, CBBEL offers the services of Burke, LLC, a legal entity closely affiliated with CBBEL. CBBEL will terminate this contract and forfeit any remaining fee on the basis that Burke, LLC, CBBEL and the Village of Vernon Hills will execute a PRICE AND SCHEDULE GUARANTEE based on the preliminary plans and cost estimate. Burke, LLC will act as the General Contractor / Construction Manager in accordance with the terms and conditions of a mutually acceptable CONSTRUCTION

MANAGEMENT CONTRACT. Burke, LLC will work with the Village of Vernon Hills to develop a mutually acceptable form of contract for construction services.

The following schedules have been provided to demonstrate the benefit of converting to design-build.

Standard Schedule

July 2021	NTP
October 2021	Concept, Survey, Soil Borings
November 2021	65% Preliminary Package and Permit Submittals
December 2021	Final Plans
January 2022	Bid Set, Receive Permits, go out to bid
February 2022	Award for Construction, Order Boardwalk
July - August 2022	Start Construction

Possible Design-Build Schedule

<i>July 2021</i>	<i>NTP</i>
<i>October 2021</i>	<i>Concept, Survey, Soil Borings</i>
<i>November 2021</i>	<i>65% Preliminary Package and Permit Submittals</i>
<i>December 2021</i>	<i>Provide Village a Guaranteed Maximum Price, Align Contractors, Order Boardwalk</i>
<i>January 2022</i>	<i>Receive Permits</i>
<i>May – June 2022</i>	<i>Start Construction</i>

FEE ESTIMATE

We estimate the costs of the services to be \$69,675 as detailed below:

Task	Description	Fee
1	Basin/Lake Shore Topographic Survey	\$10,125
2	Field Reconnaissance	\$1,800
3	Letter Report	\$3,400
4	Request for Jurisdictional Determination and Boundary Confirmation*	\$800
5	USACE Application	\$3,500
6	Lake County Wetland and Stormwater Management Permit Submittal*	\$5,500
7	Hydrologic Modeling for Base Flood Elevation Determination	\$4,200
8	Floodplain Fill and Compensatory Storage Analysis	\$3,600
9	Design Engineering	\$23,500
10	Soils Investigation (TSC)	\$9,000
11	Meetings	\$4,000
	Direct Costs	\$250
	TOTAL =	\$69,675

* Does not include review or application fees

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term 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 included in the Fee Estimate. Please note that additional meetings and 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,



Thomas T. Burke, Jr., PhD, PE
Executive Vice President
Head, Water Resources Department

Encl: Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR THE VILLAGE OF VERNON HILLS:

BY: _____
TITLE: _____
DATE: _____

EXHIBIT "B"
LOCATION OF WORK

Lake Harvey Boardwalk in Vernon Hills, IL

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. CONSULTANT AGREES TO MAINTAIN THE FOLLOWING:

Property Insurance:

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.
- Villages and Consultants Protective Liability: \$2,000,000 combined single limit per occurrence.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.
- Professional Liability \$1,000,000.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions Must be declared to and approved by Village. At the option of Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Village, its officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

Commercial General Liability, Villages and Consultants Protective Liability and Automobile Liability Coverage

- a. Village, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant as well as materials, and equipment procured, owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limits on the scope of the protection afforded to Village, its officials, employees or volunteers.

- b. Consultant's insurance coverage shall be primary insurance as respects Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by Village, its officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Village, its officials, employees or volunteers.
- d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights or subrogation against Village, its officials, employees or volunteers for losses arising from work performed by Consultant for Village.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to Village.

Acceptability of Insurers

The insurance carrier used by Consultant shall have a minimum insurance rating of A:VIT according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

Certificates of Insurance

Consultant shall furnish Village with certificates of insurance and copies of all policies of insurance naming Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. Village reserves the right to request full certified copies of the insurance policies.

Cancellation Or Alteration

The policies of insurance required by this Exhibit "C" shall provide that they cannot be cancelled or altered in a way changing coverage except after 30 days' prior written notice by certified mail to Village.

Subrogation

Consultant and its insurers will waive all rights of subrogation.

Insurance Certificates

- Must be submitted ten (10) days prior to any work being performed to allow review of Certificate.
- Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the Consultant will not be allowed on the jobsites.

Additional Insured:

All elected and appointed officials and officers of the Village must be named as an Additional Insured.

Receipt Of Certificates Of Insurance:

All Certificates of Insurance must be sent to the following ten (10) days prior to a Consultant or Supplier starting work.

Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-2904
Attention: Director of Public Works

Other Insurance: Consultant's insurance is primary and Village's coverage is excess.

EXHIBIT D
CONSULTANT CERTIFICATION

Consultant hereby certifies that shall execute the Certification attached as Exhibit D certifying that Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of Consultant, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65ILCS 5/1 1-42,1-I;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5133E-3 and 5133E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- (D) in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.);
- (E) in compliance with the Equal Employment Opportunity Act and all other state and federal laws and regulations prohibiting unlawful discrimination and that during, the performance of the Agreement, Consultant shall:
 - 1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 - 2. it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
 - 3. in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 - 4. send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Consultant's obligations under the Illinois Human Rights Act and the

Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Consultant in its efforts to comply with such Act and Rules and Regulations, Consultant will promptly notify the Illinois Department of Human Rights and Consultant will recruit employees from other sources when necessary to fulfill its obligations thereunder;

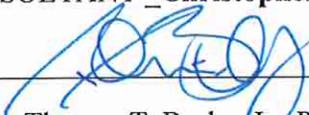
5. submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human rights Act and the Department's Rules and Regulations;
6. permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations; and
7. not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise;
8. in compliance with 775 ILCS 5/2-1.05(A)(4) by having in place and enforcing a written sexual harassment policy;
9. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Consultant may be declared ineligible for future contracts with Client, 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;
10. in compliance with 30 ILCS 580/I et seq. (Drug Free Workplace Act) by providing a drug-free workplace by publishing a statement:
 - (a) notifying employees that the unlawful manufacture, or distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Consultant's workplace.

- (b) specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (iii.) establishing a drug-free awareness program to inform employees about:
 - (iv) the dangers of drug abuse in the workplace;
 - (v) Consultant's policy of maintaining a drug-free workplace;
 - (vi) any available drug counseling, rehabilitation, and employee assistance program; and
 - (vii.) the penalties that may be imposed upon employees for drug violations;
 - (viii.) making it a requirement to give a copy of the statement required to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
 - (ix.) notifying Client within ten (10) days after receiving notice from any employee or otherwise receiving actual notice of any conviction;
 - (x.) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (xi.) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicated that a trained referral team is in place; and
 - (xii) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section; and
11. not in violation of Village Ordinances by Consultant having given to any officer, employee, spouse of or immediate family member living with any officer or employee of Client any gift except as otherwise permitted therein.

12. Is currently and will remain in compliance Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):
- (A) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United States Bureau of labor Statistics in its monthly publication of employment and unemployment figures, Consultant and all Trade Contractors shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.
 - (B) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by Consultant and approved by the Architect. Consultant may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Agreement during periods of excessive unemployment.
 - (C) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

IN WITNESS WHEREOF Consultant has hereunto set his/their hands and seals this
22nd day of June, 2021.

CONSULTANT **Christopher B. Burke Engineering, Ltd.**

By:  _____

Name: Thomas T. Burke, Jr., PhD, PE

Title: Executive Vice President

Head, Water Resources Department