



DATE: December 6, 2021

MEMO TO: Terry Wilke, Chair
Planning Committee

Julie Simpson, Chair
Finance Committee

FROM: James L. Anderson
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for Hydrologic Restoration Design Services at Edward L. Ryerson Conservation Area to Christopher B. Burke Engineering LTD in the Contract Price of \$88,852.00.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections; Conservation

FINANCIAL DATA: Funding for the Farmland Management Fund was approved as part of the adopted FY 2021 Budget in the amount of \$425,260.00. This specific project was estimated to be \$85,000.00. The actual contract cost is \$88,852.00 and will be charged to the Farmland Management Fund (28644000-705100).

BACKGROUND: The contract with the proposed consultant will provide a hydrological analysis of existing wetlands and wetlands that are artificially drained by ditches, water control structures and drain tiles within a portion of Edward L. Ryerson Conservation Area. The project will ultimately aid habitat restoration planning efforts by providing design services for wetland restoration. Proposed project areas were identified in the Des Plaines River Watershed-Based Plan (2018) for wetland creation/restoration actions.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Purchasing Manager, Corporate Counsel.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT FOR HYDROLOGIC RESTORATION
DESIGN SERVICES AT EDWARD L. RYERSON CONSERVATION AREA**

WHEREAS, Lake County Forest Preserve District (the District) desires to retain a firm to provide, Hydrologic Restoration Design Services at Edward L. Ryerson Conservation Area (the "Services"); and

WHEREAS, the Director of Natural Resources and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Purchasing Manager has solicited a proposal for the Services from Christopher B. Burke Engineering LTD; and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Natural Resources, and the Planning Committee have reviewed the proposal and recommend that the Board of Commissioners (i) finds that the proposal submitted by Christopher B. Burke Engineering LTD be determined to be the proposal that is most advantageous to the District; and (ii) awards a contract for the Services to Christopher B. Burke Engineering LTD (the "Contract") in the amount of \$88,852.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Christopher B. Burke Engineering LTD Rosemont, Illinois is the proposal that is most advantageous to the District and that the Contract Price is fair and reasonable; and

WHEREAS, the District has a satisfactory relationship with Christopher B. Burke Engineering LTD for engineering services including hydrologic restoration and design services;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Contract. A Contract for the Services in the amount of the Contract Price in substantially the form attached hereto is hereby awarded to Christopher B. Burke Engineering LTD.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4: Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2021

AYES:

NAYS:

APPROVED this _____ day of _____, 2021

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT
AND
CHRISTOPHER B. BURKE ENGINEERING LTD
FOR
HYDROLOGIC RESTORATION DESIGN SERVICES
AT
EDWARD L. RYERSON CONSERVATION AREA
PROJECT NO.: 62805-0-987

TABLE OF CONTENTS

ARTICLE I - THE SERVICES.....	1
1.1 Performance of the Services.....	1
1.2 Commencement and Completion Dates.....	1
1.3 Required Submittals.....	2
1.4 Review and Incorporation of Contract Provisions.....	2
1.5 Financial and Technical Ability to Perform.....	2
1.6 Time.....	2
1.7 Consultant's Personnel and Sub-Consultants.....	2
1.8 Owner's Responsibilities.....	3
1.9 Owner's Right to Terminate or Suspend Services for Convenience.....	3
ARTICLE II - CHANGES AND DELAYS.....	4
2.1 Changes.....	4
2.2 Delays.....	4
2.3 No Constructive Change Orders.....	4
ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	5
3.1 Representation of Compliance.....	5
3.2 Corrections.....	5
3.3 Risk of Loss.....	5
ARTICLE IV - INSURANCE; INDEMNIFICATION.....	5
4.1 Insurance.....	5
4.2 Indemnification.....	6
ARTICLE V - PAYMENT.....	6
5.1 Contract Price.....	6
5.2 Taxes, Benefits and Royalties.....	6
5.3 Progress Payments.....	6
5.4 Final Acceptance and Final Payment.....	7
5.5 Deductions.....	7
5.6 Accounting.....	7

ARTICLE VI - REMEDIES.....	8
6.1 Owner’s Remedies.....	8
6.2 Terminations and Suspensions by Owner Deemed for Convenience.....	8
ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS.....	8
7.1 Binding Effect.....	8
7.2 Relationship of the Parties	9
7.3 No Collusion	9
7.4 Assignment.....	9
7.5 Confidential Information	9
7.6 No Waiver	10
7.7 No Third Party Beneficiaries	10
7.8 Notices.....	10
7.9 Governing Laws.....	11
7.10 Changes in Laws	11
7.11 Compliance with Laws and Grants.....	11
7.12 Ownership of Documents.....	11
7.13 Time	11
7.14 Severability	11
7.15 Entire Agreement.....	12
7.16 Amendments.....	12

ATTACHMENT A – SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT B – CONSULTANT'S SCOPE OF WORK

ATTACHMENT C – KEY PERSONNEL

ATTACHMENT D – WORK SITE MAPS

**CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
CHRISTOPHER B. BURKE ENGINEERING, LTD
FOR
HYDROLOGIC RESTORATION AND DESIGN SERVICES
AT EDWARD L. RYERSON CONSERVATION AREA**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, ("Owner") and Christopher B. Burke Engineering, Ltd. a(n) Illinois Limited Company, 9575 W. Higgins Road, Suite 600 Rosemont, IL, ("Consultant") make this Contract as of December 14, 2021 and hereby agree as follows:

ARTICLE I - THE SERVICES

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following professional services, all of which is referred to in this Agreement as the "Services":

A. Professional Services. Provide, perform, and complete, in the manner described and specified in this Contract, all professional services necessary to accomplish the "Project," as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B.

B. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.

C. Insurance. Procure and furnish all required certificates and policies of insurance specified in Attachment A.

D. Standard of Performance. Provide, perform, and complete all of the foregoing in full compliance with this Contract, in a professional manner, and in accordance with the standards of professional practice, care, and diligence in existence at the time of performance of the Services applicable to recognized and qualified consulting firms in the Chicago Metropolitan Area (the "Standard of Performance").

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth in Attachment A, and shall diligently and continuously prosecute and carry out the Services at such a rate as will allow the Services to be fully provided, performed and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases, the "Completion Dates," set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract (“Required Submittals”).

B. Time of Submission and Owner’s Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner’s opinion, to permit Owner to review that Submittal same prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner’s failure to timely review and approve any Required Submittal.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services resulting from Consultant’s, or its Sub-consultant’s, delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and declares that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant’s Personnel and Sub-Consultants

A. Consultant’s Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation, the “Key Project Personnel” identified in Attachment C. Consultant shall provide to Owner telephone numbers at which the Key Personnel can be reached on a 24-hour basis. Consultant and Owner may, by mutual agreement, make changes and additions to the designations of Key Project Personnel. Consultant shall have no claim for a Change Order, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution of Key Project Personnel.

B. Approval and Use of Sub-Consultants. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All sub-consultants and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all sub-consultants of Consultant. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. Removal of Personnel and Sub-Consultants. If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in compliance with this Contract or in a manner reasonably satisfactory to Owner, Consultant, immediately upon notice from Owner, shall remove and replace such personnel or sub-consultant. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense: (i) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require approval of Owner's Board of Commissioners; (ii) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (iii) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (iv) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (v) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant and are necessary for the performance of the Services, and are not already provided for in this Contract; (vi) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (vii) review Required Submittals and other reports, documents, data, and information presented by Consultant as appropriate; (viii) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant; (ix) attend Project related meetings; and (x) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, at any time and for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (i) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (ii) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights, if any, to withhold and deduct as provided in this Contract.

ARTICLE II - CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes to the timing or scope of the Services to be provided pursuant to this Contract (a "Services Change Order"). When a Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation. Consultant shall not undertake any change in the Services without receipt of an executed Change Order from Owner.

2.2 Delays

For any delay resulting from a cause that Consultant could not reasonably avoid or control, Consultant, upon timely written application, shall be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including or fully including an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled or, if Consultant believes that any requirement, direction, instruction, interpretation, determination or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included or fully included in a Change Order, then Consultant shall submit to Owner a written request for the issuance of or revision of a Change Order including the equitable adjustment or the additional equitable adjustment in the Contract Price or Contract Time that Consultant claims has not been included or fully included in a Change Order. Such request shall be submitted before Consultant proceeds with any Work for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two (2) business days after receipts of such Change Order or receipt of notice of such requirement, direction instruction, interpretation, determination or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two (2) business days after receipt by Owner of such request, proceed without delay to perform the Work in compliance with the Change Order or as required, directed, instructed, interpreted or decided by Owner, and shall, pending a final resolution of the issue, keep a daily record of such Work. Unless Consultant submits such a request within two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination or decision, Consultant shall be conclusively deemed (i) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time; and (ii) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination or decision.

ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

A. Scope of Representation. Consultant shall perform all Services in conformance with this Contract, free from defects and flaws in design, and in accordance with the Standard of Performance (the "Representation of Compliance").

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Contract. Consultant shall correct and remedy all of its errors, omissions, and negligent acts related to the Services, promptly and without charge.

3.3 Risk of Loss

The Services shall be provided, performed, and completed at the risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, or negligent acts and for any losses or costs to repair or remedy any work undertaken by Owner based on the Services as a result of any such errors, omissions, or negligent acts. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

ARTICLE IV - INSURANCE; INDEMNIFICATION

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise reasonably acceptable to Owner. Such insurance shall provide that no change to or cancellation of any insurance, nor any reduction in limits or coverage or other modifications affecting this Agreement, shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including without limitation at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverage and limits set forth in Attachment A.

4.2 Indemnification

Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's negligent acts, errors, or omissions, except only to the extent caused by the negligence of Owner.

ARTICLE V - PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

The Contract Price includes applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on or the incorporation into the Services of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Consultant waives and releases any claim against Owner arising from the payment of any such tax, contribution, premium, benefit, cost, royalty, or fee.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any lien or other interest of any party in regard to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (i) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (ii) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (iii) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (iv) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within sixty (60) days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Within thirty (30) days after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom charges, if any, against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services or, if the Services are performed in separate phases, for that phase of the Services.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract, such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (i) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete; (ii) damage for which Consultant is liable under this contract; (iii) liens or claims of lien, regardless of merit; (iv) claims of Sub-consultants, suppliers or other persons, regardless of merit; (v) delay in the progress or completion of the Services; (vi) inability of Consultant to complete the Services; (vii) failure of Consultant to perform any of its obligations under this Contract; (viii) any other failure of Consultant to perform any of its obligations under this Contract; (ix) the cost to Owner including attorneys' fees and administrative costs of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at the office of Consultant during normal business hours during this Contract and for a period of three years after termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI - REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this contract, or has attempted to assign this Contract or Consultant's rights under this contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Consultant's receipt of written notice of such Event of Default, Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete to accelerate all or any part of the Services, and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.
- B. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Services as part thereof and make an equitable reduction in the Contract Price.
- C. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- D. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant any and all costs including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- E. Owner may recover any damages suffered by Owner.

6.2 Terminations and Suspensions by Owner Deemed for Convenience

Any termination or suspension by Owner of Consultant's rights under this Contract for an alleged Event of Default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding on Owner and Consultant and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (i) to create the relationship of principal and agent, partners, or joint ventures between Owner and Consultant or (ii) to create any relationship between Owner and any sub-consultant of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (i) assign this Contract in whole or in part, (ii) assign any of Consultant's rights or obligations under this Contract, or (iii) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, nor any order by Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation (other than Owner and Consultant) shall be made or be valid against Owner or Consultant.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

NAME: Lake County Forest Preserve District
ADDRESS: 1899 West Winchester Road
CITY STATE: Libertyville, Illinois 60048
Attention: Matt Ueltzen, Restoration Ecologist

Notices and communications to Consultant shall be addressed to and delivered at the following address:

NAME: Christopher B. Burke Engineering
ADDRESS: 9575 West Higgins Road, Suite 600
CITY STATE: Rosemont, Illinois 60018
Attention: Jedd Anderson, Vice President, Environmental Resources Department

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Consultant shall perform, or cause its Sub-consultants to perform, the Services in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement includes, but is not limited to, compliance with the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Ownership of Documents

Consultant and Consultant's sub-consultants shall be deemed the original authors and owners respectively of materials produced pursuant to this Contract and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants and conveys to Owner perpetual, irrevocable non-exclusive rights and license to use all Required Submittals and other materials produced under this Contract for District purposes and no other purposes. The Owner agrees to defend and hold the Consultant and the Consultant's sub-consultants harmless from any causes of action, claims, losses, damages and expenses of any nature whatsoever, including reasonable attorney's fees, resulting from any unauthorized re-use of the Consultant's and Consultant's sub-consultants' materials.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefore.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed as of the day and year first written above.

(SEAL)

Attest/Witness

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Julie Gragnani
Title: Secretary

Alex Ty Kovach
Title: Executive Director

Attest/Witness

CHRISTOPHER B. BURKE ENGINEERING

By: _____
Title: _____

By: _____
Mike Kerr
Title: President

ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project: This project includes design and permitting of drainage improvements for the purposes of hydrologic restoration at the Edward L. Ryerson Conservation Area ("Ryerson") to restore native ecology and hydrology for habitat restoration purposes. Project Areas are shown on Attachment D and include:

Area 1: "Welcome Center Flatwoods" - Areas north and west of main parking area. Proposed evaluation and design may include modifications to existing ditches, culverts/trails, drainage structures and drainageways as well as grade control and stabilization of existing ditching for the purpose of expanding Flatwoods habitat based on hydrologic modification.

Area 2: "Frog Pond" - Areas south of the Welcome Center associated with an existing drainage "ditch". Proposed evaluation and design may include modifications to existing ditches, culverts, and drainageways/saddles for the purpose of expanding Flatwoods habitat based on hydrologic modification.

Area 3: "Brushwood West" - Areas immediately south of the "Frog Pond" drainage. Proposed evaluation and design may include modifications to existing ditches, culverts/trail alignment, and drainageways/saddles, including possible water level control for the purpose of expanding Flatwoods habitat based on hydrologic modification.

Area 4: "C5 Ditch" – Area along main east-west trail associated with an existing "ditch" and culvert (culvert was named "C5" in a previous planning study). Proposed evaluation and design may include modifications to existing ditches, culvert/trail, and drainageways/saddles for the purpose of expanding Flatwoods habitat based on hydrologic modification.

2. Approvals and Authorizations:

It is anticipated the Consultant will coordinate with the following agencies during design, apply for permits for select proposed project components and provide a memorandum outlining anticipated required future permitting needs for the proposed projects that are not being permitted with this project:

- A. United States Army Corps of Engineers (USACE) for Regional Permit RP2 – Recreation Projects and/or Regional Permit RP5 – Aquatic Habitat Restoration, Establishment, and Enhancement
- B. Illinois Department of Natural Resources (IDNR) for Threatened and Endangered Species consultation and Interagency Wetland Policy Act
- C. Federally listed Threatened and Endangered Species and Critical Habitat Review (Required by Lake County Watershed Development Ordinance (WDO) and if USACE permit needed)
- D. Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) request for floodway permitting delegation to Lake County Stormwater Management Commission (LCSMC)
- E. LCSMC for Preliminary Wetland Jurisdictional Determination, Watershed Development Permit (WDP), and Letter of No Impact (LONI) if no USACE permit is needed
- F. Illinois Historic Preservation Agency (IHPA) for cultural and historical resources (excluding Phase 1 or further studies)

3. Commencement Date:

The Date Contract is executed by Owner

4. Completion Date:

A. **January 31, 2022**, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of this Contract, for the completion of the following:

- 1) Topographic Surveying
- 2) Wetland studies and initial meetings with permit agencies

B. **March 31, 2022**, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of this Contract, for the completion of the following:

- 1) Drainage studies and design
- 2) Drainage Improvements and Design Concepts

C. **May 31, 2022**, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of this Contract, for completion of the following: submittals to all permitting agencies. Drainage Studies and Design

- 1) Submittals to all permitting agencies.
- 2) Drainage Improvements Final Engineering

5. Insurance Coverage:

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability:
 - a. \$1,000,000 injury-per-occurrence
 - b. \$500,000 disease-per-employee
 - c. \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:
 - a. \$ 500,000 - per person
 - b. \$1,000,000 - per occurrence
- (2) Property Damage:
 - a. \$ 500,000 - per occurrence
 - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

- (1) General Aggregate: \$2,000,000.00
- (2) Bodily Injury: \$2,000,000.00 per person
\$2,000,000.00 per occurrence
- (3) Property Damage: \$2,000,000.00 per person
\$2,000,000.00 aggregate

Coverages shall include:

- ❖ Broad Form Property Damage Endorsement
- ❖ Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance with a limit of liability of not less than \$1,000,000.00 per claim and aggregate, and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

- ❖ Worker’s Compensation Policy

G. Other Parties as Additional Insured. In addition to Owner, the following parties shall be named as Additional Insured on the following policies:

Additional Insured	Policy or Policies
<u>NA</u>	<u>NA</u>

6. Contract Price:

Schedule of Prices - Lump Sum

For providing, performing and completing all Services, the total Contract Price of:

Eighty-eight thousand eight hundred fifty-two Dollars and Zero Cents
 (in writing)

\$88,852 Dollars and 00 Cents
 (in figures)

Lump sum amount includes all travel, living and direct project expenses including printing, postage and handling. There shall be no additional costs.

For providing, performing and completing each component of Services, the following Breakdown Schedule amount, set forth opposite each component:

HYDRO ANALYSIS AND DESIGN SERVICES	By Area	Subtotal
A. Project Administration and Reimbursables		\$9,500.00
B. Land Surveying,		\$20,752.00
C. Wetland Delineation and Jurisdictional Determination		\$7,000.00
E. Drainage Improvement Design Concepts and Analysis		\$11,000.00
	Area 1	\$2,000.00
	Area 2	\$3,500.00
	Area 3	\$4,000.00
	Area 4	\$1,500.00
F. Drainage Improvement Final Engineering		\$13,500.00
	Area 1	\$2,400.00
	Area 2	\$4,400.00
	Area 3	\$4,400.00
	Area 4	\$2,300.00
G. Drainage Studies		\$17,100.00
	Area 1	\$2,400.00
	Area 2	\$6,500.00
	Area 3	\$5,800.00
	Area 4	\$2,400.00
H. Permit Document Preparation and Submittal		\$ 12,000.00
PROJECT TOTAL		\$88,852.00

7. Payments:

Regardless of whether the Contract Price is based upon hourly rates or a lump sum, Consultant shall, not later than ten (10) days after execution of the Contract and before submitting its first pay request, submit to Owner a schedule showing the value of each component part or phase of the Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the lump sum Contract Price or the not to exceed Contract Price, as the case may be. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts or phases of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule. When a component or phase of the Services, as identified in the Breakdown Schedule, is complete, Owner will pay Consultant the value of such component or phase as provided in the Breakdown Schedule; however, Owner shall not be required to make payments more frequently than once per month.

All pay requests from Consultant shall be made using the pay request format supplied by Owner.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such payments based on Owner's determination of the value of the Services completed.

ATTACHMENT B
CONSULTANT'S SCOPE OF WORK

1. **PROJECT DESCRIPTION**

- A. The work will include pertinent portions of the four areas depicted on the overall Proposed Work Areas exhibit (ATT D).

Area 1: "Welcome Center Flatwoods" - Areas north and west of main parking area. Proposed evaluation and design may include modifications to existing ditches, culverts/trails, drainage structures and drainageways as well as grade control and stabilization of existing ditching for the purpose of expanding Flatwoods habitat based on hydrologic modification.

Area 2: "Frog Pond" - Areas south of the Welcome Center associated with an existing drainage "ditch". Proposed evaluation and design may include modifications to existing ditches, culverts, and drainageways/saddles for the purpose of expanding Flatwoods habitat based on hydrologic modification.

Area 3: "Brushwood West" - Areas immediately south of the "Frog Pond" drainage. Proposed evaluation and design may include modifications to existing ditches, culverts/trail alignment, and drainageways/saddles, including possible water level control for the purpose of expanding Flatwoods habitat based on hydrologic modification.

Area 4: "C5 Ditch" – Area along main east-west trail associated with an existing "ditch" and culvert (culvert was named "C5" in a previous planning study). Proposed evaluation and design may include modifications to existing ditches, culvert/trail, and drainageways/saddles for the purpose of expanding Flatwoods habitat based on hydrologic modification.

- B. Provide land surveying, data collection, agency coordination, design, engineering, hydrologic/hydraulic analysis, preparation of concept plans, and permit documents for the **Hydrologic Restoration Design Services** at Ryerson. This project includes: analysis of existing drainage conditions; development and refinement of conceptual modifications to restore hydrology to various habitats, including, but not limited to prairie, woodland, northern flatwoods, sedge meadow, and marsh; final design and permitting of select modifications.
- C. Solutions will be developed to meet the following **General Project Goals**:
- 1) Reconfigure existing drainage infrastructure and patterns to facilitate hydrologic and ecologic restoration of existing Flatwoods areas, while not impacting off-site drainage;
 - 2) submit for applicable permits, in accordance with LCFPD's anticipated restoration schedule (commencement in 2024);
 - 3) provide LCFPD crews sufficient information to implement resources, including materials list with quantities.

2. CONSULTANT'S RESPONSIBILITIES

A. Project Administration and General Requirements

- 1) Meetings: Meet with Owner's staff to initiate the project, review existing documents and aerial photography and discuss project goals and design intent. Attend other meetings as necessary to gather and/or present information, review Consultant's progress and discuss project issues.
- 2) Comprehensive Field Reconnaissance: A comprehensive field reconnaissance of the site will be completed to become familiar with the work area(s), compare existing conditions with the proposed design intent, and identify any special or unusual constraints. Consultant shall re-examine the site as often as necessary to perform the responsibilities of this Contract. Consultant has budgeted 1 full day for two staff members to complete the initial field reconnaissance. And up to three additional field visits for follow up review by one staff member.
- 3) Data Collection: Collect and/or review data and documents relevant to the project, including those related to utilities, wetlands, soils, legal issues, land uses and zoning, etc. The mapping materials will be included in a GIS database to allow for creation of exhibits and querying of information. Base sheets will be prepared for use in completion of field reconnaissance to evaluate the four sites and potential restoration approaches for these areas.
- 4) Coordination: Conduct preliminary and ongoing meetings as needed with all relevant approval agencies, stakeholders and consultants and act as the prime coordinator for the project.
- 5) Administrative Costs: Administrative costs which are known to be typical to projects of this nature by industry standards or are specified in this Contract, commonly known as Reimbursable Expenses or Direct Costs, shall be included in Project Administration and shall not be billed separately. These costs include local travel expenses, telecommunication and internet-based service fees, postage and shipping (including overnight or rush shipping), graphics services, plotting, copying (including color copying), plan and drawing reproduction and presentation preparation. The Owner shall be responsible for reproducing the contract documents for other uses. In the case of any non-typical administrative costs that may be required, the Consultant shall notify the Owner of the nature and cost of those expenses for review and approval by the Owner prior to incurring said costs.
- 6) CAD Standards: All design and engineering shall be completed in a format readable by AutoCAD. All design and engineering information shall be located in separate files by discipline as specified in the provided standards. All vector information in the files shall be current and pertinent to the design.
- 7) Permit Plan Set: The drawings shall illustrate all information required to permit the project. All land survey elements shall be included on the appropriate sheets. Upon the completion of this contract, the consultant shall deliver to the Owner the complete plan set and contract documents in both AutoCad readable format and as a PDF file with all sheets formatted per the final "For Permit" plan set and containing the stamp of the Professional Engineer. At a minimum, the plan set should include:

- a) Cover Sheet with project name, project number, location map, and index of sheets, information required by permitting agencies, date and stamp of the Professional Engineer.
- b) General Notes, Construction Notes and Permitting Notes
- c) Overall Site Plan(s) showing improvements, property lines, roads, access points, wetlands, drainage infrastructure, and grading.
- d) Grading and Drainage Plans showing detailed documentation of proposed drainage improvements, including grading.
- e) Restoration/Planting Plans showing any required site restoration to disturbed areas or planned naturally restored areas. The Owner will provide seeding and planting lists.
- f) Soil Erosion and Sediment Control Plans showing soil erosion and sediment control measures required to meet permit conditions.
- g) Details, Sections, Elevations, and Manufacturer's Sheets as necessary to permit, bid and construct the improvements.
- h) Lake County 2017 Aerial Topographic Mapping and Photography will be used as the base mapping for all engineering plans for the project.

B. Land Surveying

- 1) Qualifications: Supplemental field surveying shall be performed under the direction of a State of Illinois Professional Engineer in order to obtain data necessary for design, permitting, and construction.
- 2) Control Data and Standards: Control points will be set near the facility parking area and at additional critical locations as needed during the topographic survey work.
- 3) Land Survey Area Limits: These areas shall include:
 - a) Supplemental spot elevations and cross sections to be determined by Consultant within project area as needed to supplement the Lake County 1-foot topography.
 - b) Supplemental drainage structures and culverts to be determined by Consultant within project area as needed.
- 4) Survey Elements: The following existing site features where data is not currently available and where they may impact proposed improvements shall be surveyed, with both horizontal and vertical data recorded:
 - a) Spot topography and transects
 - b) Drainage structures
 - c) Culverts with invert elevations
 - d) Wetland boundaries flagged in the field
 - e) Any other elements which could impact the proposed improvements

- 5) Boundary Lines: Boundary lines will not be surveyed and planning will utilize existing District provided boundary information.
- 6) Digital File Standards: All field survey data shall be adjusted to the horizontal and vertical standards as set forth in B.2. and imported to a format readable by AutoCAD. The Consultant shall obtain the Owner's seed file for use with all AutoCAD files. No other seed files shall be used for the project.

C. Wetland Delineation and Jurisdictional Determination

This task assumes that the delineation for all sites will be completed concurrently.

- 1) The Consultant shall provide complete wetland consulting services for the purposes of obtaining permits and approvals from all relevant agencies. All work shall meet the criteria of the Lake County WDO.
- 2) The Wetland Delineation Report, a signed Preliminary Jurisdictional Determination / Boundary Verification request form shall be submitted to LCSMC if prior Jurisdictional Boundary determination has not been received from the USACE that indicates all wetlands are jurisdictional.

D. Geotechnical Studies and Structural Engineering

- 1) Geotechnical Studies and Structural Engineering are not included in this scope. If needed based on initial design concepts and analysis results, these services would be provided by separate proposal.

E. Drainage Improvement Design Concepts and Analysis

- 1) The Consultant shall prepare concept plans with supporting analyses to restore hydrology to existing areas within each identified project area.
- 2) Concept plan exhibits will be based on GIS and supplemented with field data.
- 3) Cost opinions are not included in this scope of work.

F. Drainage Improvement Engineering (includes permit level plan set – excludes specifications, costs, bidding and construction)

- 1) The Consultant shall advance select proposed improvements from the concept planning to Final Engineering. Note the final plan set will utilize Lake County aerial topography and mapping as base for plans. A cover sheet and SESC notes and details will be included in the GIS based plan sets.
- 2) The proposed improvements shall be selected, sized and configured to meet industry standards.
- 3) Supporting calculations shall be prepared for inclusion with permit submittal.
- 4) Permit plans shall be prepared and submitted for permit to all required permitting agencies.
- 5) Cost opinions and a quantity take-off are not included in this scope of work.

G. Drainage Studies

- 1) Much of the identified project area is located within the floodplain and floodway of the Des Plaines River, which may limit the allowable construction activities. Placement of fill with earth or elevated water levels is not allowed in the floodway unless an authorized use. Similarly, fill in the floodplain will require compensatory storage. Hydrologic modeling will be completed to develop drainage areas and hydroperiods to the proposed restoration areas. It is assumed that no fill will be placed in the floodway of the Des Plaines River that would require a Letter of Map Revision (LOMR) or floodway hydraulic modeling.
- 2) Consultant shall prepare hydrologic modeling of each project area to inform design and proposed inundation areas, evaluate potential impacts to areas outside of identified project areas, and support proposed work within the floodplain and floodway. Consultant will complete an evaluation of the four sites to determine the various drainage divides. An existing conditions hydrologic model of each site will be prepared using the site topographic survey, 2017 Lake County SMC 1-foot aerial topographic mapping and field information collected. A stage-storage-discharge relationship will be developed for each depressional storage area, and the tributary area to each will be analyzed using TR-55 methodologies. Special care will be taken to explicitly model the drain tile systems and overflows in the areas adjacent to the Forest Preserve property boundaries where runoff drains onto or off of the property. The hydrologic model will analyze the critical duration 6-month through 100-year return interval storm event for each study area using the ISWS Bulletin 75 rainfall data. The results of the analysis will include the BFE, peak flow rate and duration of inundation for each depressional storage area and will be used as input for the hydraulic model analysis.
- 3) Consultant shall perform proposed conditions modeling to verify proposed improvements accomplish project goals and meet regulatory requirements. The existing conditions hydrologic model will be updated to incorporate the proposed drainage modifications to restore as noted in the goals. The model will be used to verify that the proposed drainage improvements do not have an adverse impact on adjacent properties and to generate hydrographs for the newly created wetlands that will aid in the restoration design. The results of the proposed conditions hydrologic model analysis will include peak elevation, peak flow rate and duration of inundation for each depressional storage area.
- 4) Drainage calculations will be performed as needed to inform design and support permitting. Stormwater detention is assumed to not be required for this project. The fill in the regulatory floodplain will be quantified and locations will be identified where compensatory storage can be provided. This will be done using the 2017 Lake County aerial contours. This task assumes that a minor amount of compensatory storage will be required at Areas 2 and 3.
- 5) Consultant shall prepare a permit narrative documenting the above information for submittal at the time permitting is performed. The results of the existing and proposed conditions hydrologic and hydraulic analyses will be summarized in a technical memorandum. The memorandum will include an exhibit showing drainage areas, flow directions, flood elevations and hydrographs for the depressional storage and riverine channel areas under existing and proposed conditions. The memorandum will guide the development of the restoration plans.

- 6) Permit Narrative will be prepared documenting the above information for submittal to the LCSMC and IDNR-OWR (and any other necessary agencies) for use at the time permitting is engaged.

H. Permitting

This task assumes that all projects will be submitted at the same time and the limits of disturbance will be less than 1 acre and the LCFP staff will assist with coordination on T&E species submittals. It also assumes that the work within the floodway will fall under IDNR-OWR Regional Permit #3. It should be noted that significant berming and impoundment of water in the floodway will require extensive permitting through IDNR-OWR that is not covered under this scope of services. Consultant shall prepare a technical memorandum to Owner identifying and outlining the additional permitting and scope of services that may be necessary to complete any identified/possible modifications not covered in this scope of services. This shall be submitted to Owner with the Permit Plan set.

- 1) The project is anticipated to require permanent and/or temporary impacts to jurisdictional wetlands and isolated wetlands. The project is assumed to be eligible for a Regional Permit and an Isolated Wetland Permit. It is assumed that the permanent impacts will be under 0.10-acre and compensatory mitigation will not be required by USACE and/or LCSMC. It is assumed that no permitting through FEMA will be required and is excluded from this scope.
- 2) It is anticipated the Consultant will apply for permits and coordinate with the following agencies:
 - i. USACE for Regional Permit(s)
 - ii. IDNR for Threatened and Endangered Species consultation and Interagency Wetland Policy Act (if state funding or state passed through funding)
 - iii. IDNR-OWR for floodway permit delegation to LCSMC or for permitting of any work within the Des Plaines River Floodway, if required
 - iv. Federally listed Threatened and Endangered Species and Critical Habitat Review (Required by WDO and if USACE permit needed)
 - v. LCSMC for Preliminary Wetland Jurisdictional Determination, WDP, Floodway, and LONI if no USACE permit is needed
 - vi. IHPA for cultural and historical resources, excluding Phase 1 or additional studies.

3. Owner's Responsibility

Throughout the progress of the Work, as described in this Contract, Owner shall:

- A. Notify Consultant in writing to proceed with the Work described herein and designate in writing a person to act as Owner's representative with respect to the Services to be rendered under this Contract.
- B. Assist Consultant by placing at its disposal all available information pertinent to the project sites including previous boundary surveys (CAD format), reports, records, standard details and specifications, drawings (CAD and paper formats), 1-foot Lake County topography and other available GIS information in CAD format, maps, and other data that may be useful to Consultant in the preparation of the Work.

- C. Arrange for access to and make provisions for Consultant to enter upon the site as required to perform the Work.
- D. Provide conceptual site plan component preferences.
- E. Define study area boundaries prior to Consultant commencing survey work.
- F. Obtain, conduct and manage utility or access and easements.
- G. Pay any and all permit, inspection, utility connection and approval fees that may be required.
- H. Provide Consultant with copies of title commitments, record documents and old plat of surveys for the property.

ATTACHMENT C - KEY PERSONNEL

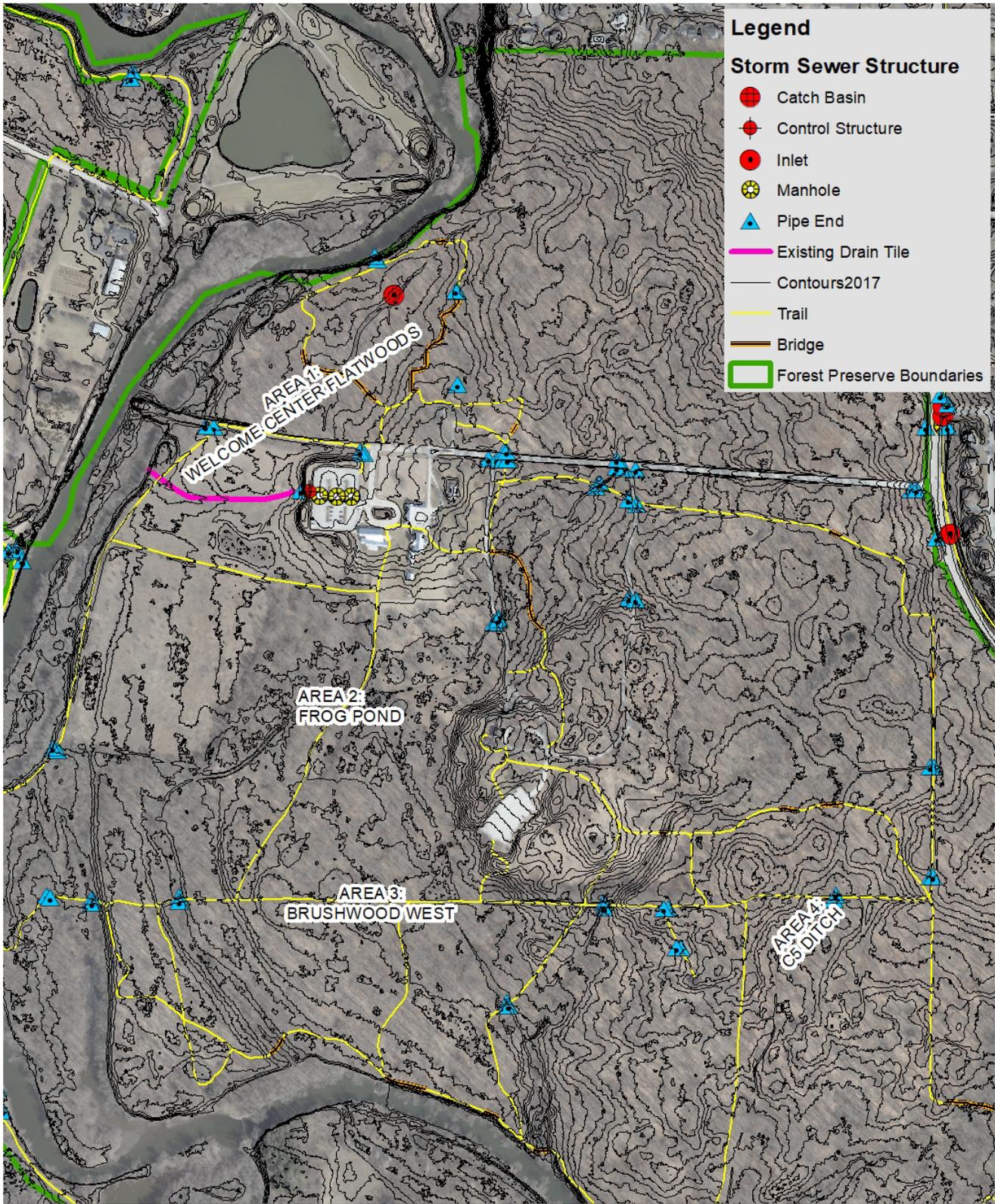
1. KEY PROJECT PERSONNEL – OWNER

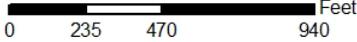
NAME	TITLE	EMAIL	TELEPHONE NUMBER MOBILE
MATT UELTZEN	RESTORATION ECOLOGIST II (PROJECT MANAGER)	mueltzen@lcfpd.org	O: 847-968-3290 M: 847-276-6230
PATI VITT	MANAGER OF RESTORATION ECOLOGY	pvitt@lcfpd.org	O: 847-968-3285 M: 847-276-6943
JIM ANDERSON	DIRECTOR OF NATURAL RESOURCES	janderson@lcfpd.org	O: 847-968-3282 M: 847-489-6180

2. KEY PROJECT PERSONNEL – CONSULTANT

NAME	TITLE	EMAIL	TELEPHONE NUMBER MOBILE
Jedd Anderson	Vice President, Environmental Resources Department	jedd@cbbel.com	847-343-7818
Darren Olson	Vice President, Assistant Head Water Resources Department	dolson@cbbel.com	847-456-1595

ATTACHMENT D: WORK SITE MAP



	LAKE COUNTY FOREST PRESERVES	
	EDWARD L. RYERSON CONSERVATION AREA	
	HYDROLOGIC RESTORATION DESIGN SERVICES PROJECT	
	62805-0-987	



Consultant Disclosure Statement

Each **Consultant** (bold/italicized words are defined in Section II below) proposing to perform **Covered Services** for the Lake County Forest Preserve District (the "District") is required, by the District's Purchasing Policy, to complete this form and make disclosures (i) on its behalf, unless it is a **Publicly Traded Consultant**, (ii) on behalf of its **Disclosure-Covered Owners**, unless it is a **Publicly Traded Consultant**, and (iii) on behalf of its **Disclosure-Covered Employees**, even if it is a **Publicly Traded Consultant**. If **Consultant** is a **Publicly Traded Consultant**, please complete Sections I, III, and V. If **Consultant** is not a **Publicly Traded Consultant**, please complete Sections I, IV, and V.

I. Identification of Consultant and Related Parties:

Consultant Name:	Christopher B. Burke Engineering, Ltd.
Consultant Address:	9575 W. Higgins Road, Suite 600 Rosemont, IL 60018
Person Certifying Statement for Consultant , including Phone # and Email Address:	Michael E. Kerr 847-823-0500 mkerr@cbbel.com
Covered Services:	Full service consulting engineering and surveying firm specializing in civil, transportation/highway, municipal, traffic, construction, water resources, environmental, structural and mechanical engineering.
Names of Disclosure-Covered Owners (if none, please insert "N/A"):	Christopher B. Burke Thomas T. Burke, Jr.
Names of Disclosure-Covered Employees (if none, please insert "N/A"):	N/A

II. Defined Terms:

- a) "**Campaign Contribution**" is defined in Section 9-1.4 of the Illinois Election Code, 10 ILCS 5/9-1.4.
- b) "**Candidate Political Committee**" is defined in Section 9-1.8(b) of the Illinois Election Code, 10 ILCS 5/9-1.8(b).
- c) "**Consultant**" is a person or entity that submits a proposal to enter into a contract with the District, or a proposal for a change order to such a contract, that calls for the person or entity to perform **Covered Services** for the District.
- d) "**Covered Services**" are the "Covered Services" identified above by District staff, which have an expected price greater than \$25,000.00, taking into account the original contract price for the **Covered Services** plus the prices of all change orders to such original contract.

- e) **“Disclosure-Covered Owner”** is (i) a natural person who is a **Consultant** or (ii) a person or entity that, directly or indirectly (including without limitation ownership through a corporation, limited liability company, joint venture, or partnership) owns at least 7.5% of a **Consultant** that is not a **Publicly Traded Consultant**.
- f) **“Disclosure-Covered Employee”** is (i) a natural person who is a **Consultant** or (ii) a Consultant employee or independent contractor who will receive a direct financial benefit (including without limitation a commission, bonus, or salary increase) if the District awards the proposed contract or change order to the **Consultant**.
- g) **“Family Member”** is a person related as a parent; child; sibling; uncle or aunt; great aunt or great uncle; first cousin; nephew or niece; spouse or civil union partner; grandparent; grandchild; parent-in-law, child-in-law, sibling-in-law, or grandparent-in-law, whether that in-law relationship is created by marriage or civil union; stepparent; stepchild; stepsibling; half sibling; and fiancé or fiancée.
- h) **“Publicly Traded Consultant”** is a **Consultant** whose common stock is traded on a nationally recognized securities market.

III. Required Disclosures for Publicly Traded Consultant:

- a) **Securities Market:** Please identify the nationally recognized securities market on which **Consultant’s** common stock is traded and identify the stock “ticker” symbol under which the **Consultant** is traded:
Exchange: _____; Symbol: _____.
- b) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure-Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant’s** proposal for **Covered Services** was submitted to the District:
 - i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
 - ii. a **Candidate Political Committee** of a Lake County Board member.

Donor/ Disclosure-Covered Employee	Recipient of Donation	Donation Type (e.g., cash, in-kind service,)	Amount of Donation	Date of Donation
N/A				

- c) **Familial Relationship Disclosure:** Please disclose each **Family Member** of your **Disclosure-Covered Employees** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member’s Position with District	Name of Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Covered Employee to Family Member
N/A			

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IV. Required Disclosures for Consultants that are Not Publicly Traded Consultants:

- a) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure-Covered Owners** or **Disclosure-Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant's** proposal for **Covered Services** was submitted:
- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
 - ii. a **Candidate Political Committee** of a Lake County Board member.

Donor/ Disclosure-Covered Owner or Disclosure-Covered Employee	Recipient	Description (cash, item, in-kind service, etc.)	Amount/ Value	Date Made
NONE				

- b) **Familial Relationship Disclosure:** Please disclose each **Family Member** of a **Disclosure-Covered Owner** or **Disclosure-Covered Employee** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Owner or Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Owner or Disclosure Covered Employee to Family Member
NONE			

V. Consultant Certification and Signature:

By signing below, I certify that (i) I am authorized to make the disclosures above on behalf of **Consultant, Consultant's Disclosure-Covered Owners, and Consultant's Disclosure-Covered Employees**, (ii) I have read and understand this Consultant Disclosure Statement, (iii) the above disclosures are accurate and complete, to the best of my knowledge after making reasonable inquiry, and (iv) my signature below, if electronic, is intended to authenticate this writing and to have the same force and effect as a manual signature.



Name

9/1/21

Date