

CONTRACTUAL SERVICES AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
CHRISTOPHER B. BURKE ENGINEERING, LTD.
for
GENERAL ENGINEERING SERVICES

THIS is an AGREEMENT for contractual services, effective this 7th day of April 2026, by and between the **LAKE COUNTY STORMWATER MANAGEMENT COMMISSION**, 500 West Winchester Road, Libertyville, Illinois 60048 (hereinafter called SMC) and **CHRISTOPHER B. BURKE ENGINEERING, LTD.**, 9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018 (hereinafter called CONSULTANT).

PURPOSE

SMC wishes to engage the CONSULTANT to provide professional engineering services and related technical services for project design, plan & specifications, and permit application development and review, surveying services, hydrology and hydraulics analysis, and related tasks. Additional services may include geotechnical and/or structural engineering services, construction and/or natural areas monitoring and management, and supplemental engineering services, as needed.

SERVICES

The CONSULTANT will prepare and submit to the SMC a cost estimate and scope of services for each work assignment. The actual costs charged by the CONSULTANT for the work assignment will be on a time and material basis for the work performed per the CONSULTANT'S current Standard Charges. Mileage costs from the CONSULTANT'S office to project site will be included in the charges to SMC. SMC Executive Director must authorize the cost estimate for each work assignment prior to CONSULTANT undertaking the work.

COMPENSATION

1. The parties agree that the cumulative total for all work assignments completed under this agreement shall not exceed a total contract value of \$749,085.00.
2. CONSULTANT agrees to perform the scope of services and furnish the items included therein, for a fee not to exceed for each individual work assignment issued. The fees and costs charged to the SMC for work performed will be in accordance with Standard Charges as described in ATTACHMENT A.
3. CONSULTANT shall furnish SMC with an itemized invoice on a monthly basis. Invoices shall show the actual staff hours and actual travel and other expenses that have occurred. The SMC shall pay invoices in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).
 - a. Invoices will be submitted to StormwaterAP@lakecountyil.gov.
 - b. Invoices need to identify service request number and title, CONSULTANT staff, staff rate, hours per task, and scope of services task(s).
 - c. Invoices need to identify SMC Project Manager and SMC Project.

TERMS AND CONDITIONS

4. The Agreement for Professional Engineering Services shall be effective through April 7th, 2028.

5. This Agreement shall constitute the entire agreement between the Parties and shall include the following documents, in order of precedence:
 - a. This Agreement,
 - b. The CONSULTANT'S pricing sheet 2026 Rates (ATTACHMENT A),
 - c. SMC issued work assignments.

The Parties agree that this Agreement represents and incorporates the entire understanding, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter or description whatsoever, made by either party except as expressly set forth herein.

6. This Agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph 8. The CONSULTANT shall not reject any reasonable change proposed in the best interest of the project by SMC. This Agreement supersedes any and all other Agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
7. CONSULTANT will maintain INSURANCE coverage as required by Lake County Purchasing for Professional, Commercial, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability identified in ATTACHMENT C. Certificates evidencing such coverage must be provided to SMC prior to undertaking any assigned work. Include project name and additional insured to the COI section: DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. Additional insured to include Lake County Stormwater Management Commission and service request project partner. Inclusion of Private Property owners will be determined based on design direction and access easements. Certificates of insurance will be submitted to StormwaterAP@lakecountyil.gov.
8. The SMC may make, by written Order and agreed to by the CONSULTANT, changes in the scope of the work assignment if such changes are within the general scope of the Agreement. If such changes cause an increase or decrease in CONSULTANT cost or the time required to complete the project, the parties hereto shall agree to an adjustment in the Agreement Amount, prior to issuance of the Change Order. Adjustment of the Agreement Amount shall be based on the change in CONSULTANT expense. CONSULTANT shall not be compensated for additional services rendered without an approved Change Order.
9. The SMC or CONSULTANT may at any time terminate this Agreement in whole or in part by written or verbal notice confirmed in writing. Upon notice of termination, the SMC will assume responsibility for services rendered to the point of termination. SMC will pay to the CONSULTANT any costs incurred prior to notification and any reimbursable expenses and reasonable costs relating to the termination. All services, property, publications, or materials provided during or resulting from the Agreement shall be the property of the SMC.
10. CONSULTANT shall act as an independent contractor and shall perform the services provided for in this Agreement in accordance with the generally accepted standard of care of the CONSULTANT'S profession.
11. CONSULTANT agrees to fully indemnify and hold SMC and the service request project partner, their employees, and agents harmless of, from, and against any and all claims, costs, expenses (including attorney's fees), judgments, penalties, liabilities or losses which may be sustained by or secured against SMC, the service request project partner, their employees, and agents, arising from the negligent acts, errors or omissions of the CONSULTANT, its employees, and agents arising out of or connected with the performance of this Agreement.
12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and are binding on CONSULTANT and SMC.
13. This Agreement shall be governed by and construed according to the laws of the State of Illinois and under the jurisdiction of the 19th Judicial Circuit Court, Lake County, Illinois.

SCHEDULE AND DELIVERABLES

- 14. The project shall proceed as follows upon receipt of the SMC Notice to Proceed letter:
 - a. CONSULTANT shall provide engineering services for the duration of the project work assignment.

NOTICES AND COMMUNICATION

All notices and communications given to either party by the other relative to this agreement shall be addressed to the respective parties as follows:

To the SMC: Lake County Stormwater Management Commission
 500 West Winchester Road, Suite 200
 Libertyville, IL 60048
 ATTN: Ernesto Huaracha, Water Resource Professional
ehuaracha@lakecountyil.gov

To CONSULTANT: Christopher B. Burke Engineering, LTD.
 9575 W Higgins Road, Suite 600
 Rosemont, Illinois 60018
 ATTN: Darren T. Olson, Project Manager
dolson@cbbel.com

APPROVALS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION:

CHRISTOPHER B. BURKE ENGINEERING, LTD.:

Kurt Woolford, Executive Director

Thomas T Burke Jr., Executive Vice President

Date: _____

Date: _____

ATTEST:

ATTEST:

Date: _____

Date: _____

ATTACHMENT A:

FEE SCHEDULE FOR CONSULTANTS AND SUPPORT SERVICES

A schedule of the hourly rates currently in effect for employees follows:

Lake County Stormwater Management Commission General Engineering Services
CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150
 <u>Direct Costs</u>	
Outside Copies, Prints, Messenger, Delivery Services, Mileage	Cost + 12%

**ATTACHMENT B:
SCOPE OF SERVICES**

SERVICE REQUESTS (SR)	SMC Staff	VALUE	BALANCE
Contract Original	SMC	\$749,085.00	\$749,085.00
SR01: Skokie River Regional Floodplain Enhancement Project	SØ	\$749,085.00	\$0.00

ATTACHMENT C:
Insurance Lake County Purchasing Requirements

Professional Services

All Contracts may be subjected to change

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising Injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability (if applicable)

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions (if applicable)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability (if applicable)

~~Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:~~

~~\$ 1,000,000 per occurrence limit~~

Technology Errors and Omissions (if applicable)

~~The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:~~

~~\$ 1,000,000 per occurrence limit~~

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. ~~Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:~~

Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: Ruth Anne Hall, Lake County Purchasing Agent

See Paragraph 7 of the
AGREEMENT.

- e) ~~Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.~~

~~Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.~~

Vehicles

All Contracts may be subjected to change

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

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Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
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