

**AGREEMENT #22125-1 FOR PROFESSIONAL SERVICES  
For LAKE COUNTY**

This Agreement for Professional Services (“**Agreement**”) is between the County of Lake (“**County**”) and Christopher B. Burke Engineering, LTD (“**Consultant**”), whose principal business address is 9575 West Higgins Road, Suite 600, Rosemont, IL 60018.

**RECITALS**

1. Lake County issued an SOI #22125 seeking Professional Consulting and Engineering Services for Project and Construction Management (“**Services**”).
2. Consultant responded timely with a proposal dated August 19, 2022 (“**Proposal**”).
3. Based on Consultant’s Proposal, the County and Consultant have negotiated terms under which Consultant will perform the Services.
4. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The documents that encompass the parties’ understanding are listed below and shall be considered in the following order of precedence, with the Consultant’s proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

- A. This Agreement and its exhibits A.
- B. Consultant’s proposal dated August 19, 2022.
- C. The County’s SOI (including any addenda to it).

**SECTION 2. SCOPE OF WORK**

The scope of work that Consultant agrees to perform is set forth in Exhibit A to this Agreement.

**SECTION 3. EFFECTIVE DATE; TERM**

This Agreement shall be effective upon execution and shall be in effect for a two-year period with the option to renew for three additional one-year periods. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. In the event Lake County exercises its right to institute the 60-day extension, prorated rebate calculations shall be applied. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

**Effective Date.** Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed

the “Effective Date” of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party’s signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party’s signature.

#### **SECTION 4. AGREEMENT PRICE**

The County will pay the Consultant based on hourly rate for services on the billing rate schedule included in Exhibit A. The total value of task orders shall not exceed \$300,000 in a fiscal year.

Lake County shall make periodic payments to Consultant based upon actual progress and Consultant’s invoice. Payments shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by Lake County.

#### **SECTION 5. PRICE ESCALATOR**

Fees throughout the first twelve-month period shall remain firm/fixed. Written requests for price revisions after the first twelve months shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in cost or the percentage increase in the U.S. Average Consumer Price Index for the Midwest Urban – per category “All Items,” or 3 percent whichever is less. Each request shall consider changes over the previous twelve-month contract period. Surcharges for fuel and/or other costs shall not be allowed. The County reserves the right to reject any price increase and to terminate the contract.

#### **SECTION 6. INVOICES & PAYMENT**

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Consultant shall permit a representative from Lake County to inspect and audit all of Consultant’s data and records for the work and services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor’s bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).

- D. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

## **SECTION 7. CONTRACT MODIFICATIONS**

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within 10 business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unmodified) terms and conditions.

Modifications that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Contract Modification for appropriate signature or approval.

## **SECTION 8. INDEMNIFICATION**

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines,

penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

## **SECTION 9. INSURANCE**

The Consultant 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 upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

### 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.

### Excess/ Umbrella Liability

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*)

### 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.

Professional Liability – Errors and Omissions

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.

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

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.

**SECTION 10. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL**

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.
- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior

written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

- D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

#### **SECTION 11. DISPUTE RESOLUTION**

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

#### **SECTION 12. NO IMPLIED WAIVERS**

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

#### **SECTION 13. SEVERABILITY**

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

#### **SECTION 14. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.

#### **SECTION 15. NOTICES AND COMMUNICATIONS**

All notices and communications which may be given by Lake County to Consultant relative to this

Agreement shall be addressed to the Consultant at the address shown herein below:

**Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018**

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

#### **SECTION 16. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

#### **SECTION 17. TERMINATION**

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

## **SECTION 18. CONFIDENTIALITY**

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

## **SECTION 19. WORK PRODUCT**

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

## **SECTION 20. PRESS/NEWS RELEASES**

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

## **SECTION 21. DEBARMENT AND SUSPENSION**

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority



and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

## **SECTION 22. FEDERAL PROCUREMENT GUIDELINES**

**Debarment and Suspension.** This Agreement is covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Licensor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction in enters into.

This certification is a material representation of fact relied upon by Lake County. If it is later determined that the Contractor does not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Licensor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 subpart C throughout the period of any contract that may arise. Licensor agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Access to Records.** Contractor agrees to provide Lake County , the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Licensor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, Lake County and the Licensor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**DHS Seal, Logo and Flags.** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance with Federal Laws, Regulations and Executive Orders.** This is acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Bidder will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractors who apply or bid for an award of \$150,000 or more shall comply with the following provisions:

i. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Procurement of Recovered Materials.** In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Contractor Work Hours and Safety Standards Act.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the above clause the contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the above clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause above.

Lake County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

The contractor or subcontractor shall insert any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier contractor.

**Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, Lake County, to the greatest extent practicable under a Federal award of American Rescue Plan dollars, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)

a) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**SECTION 21. NON-DISCRIMINATION**

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").


**Signed:**

**COUNTY OF LAKE**

By: \_\_\_\_\_  
Its Purchasing Agent

Date: \_\_\_\_\_

**Christopher B. Burke Engineering, LTD**

By:  \_\_\_\_\_  
Its President

Date: 9/15/2022 \_\_\_\_\_

## Exhibit A



## Exhibit A

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

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

September 15, 2022

Lake County  
Attn: Purchasing Division  
18 North County Street – 9<sup>th</sup> Floor  
Waukegan, Illinois 60086

Attention: Ms. Yvette Albarran  
Purchasing Officer

Subject: **SOI #22125-1 - Professional Engineering Services For  
Lake County Department of Public Works For  
Project and Construction Management Services**  
(CBBEL Project No. 220447)

Dear Ms. Albarran:

Thank you and the members of the Lake County Public Works (LCPW) review team for selecting Christopher B. Burke Engineering, Ltd. (CBBEL) as the most qualified vendor for **SOI #22125-1 - Professional Engineering Services for Lake County Department of Public Works for Project and Construction Management Services.**

In response to your request, we have prepared this as CBBEL's scope and fee proposal for future work to be included under SOI #22125-1. We have included our Understanding of the Assignment and proposed Scope and Fee gained during our interview on September 7<sup>th</sup> and from the County's issued SOI and addendum.

### **UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands that the LCPW is looking to supplement their current in-house staff by utilizing the services of an outside consulting firm for water and wastewater projects as further articulated under CBBEL's proposed Scope of Services below.

### **SCOPE OF SERVICES**

CBBEL will provide Professional Engineering Project and Construction Management Services as directed by the County through project task order assignments.

#### ***Supplement LCPW in-house staff:***

The services are anticipated to include providing a CBBEL team member to be embedded in LCPW's staff to administer LCPW water and wastewater projects.

Professional Engineering duties are expected to include setting milestone and submittal dates with LCPW's design consultants, monitoring consultants' progress, reviewing consultants' progress submittals, reviewing consultants' payment requests, assisting LCPW with resolving issues or disputes, monitoring compliance with regulatory and funding reporting requirements, as well as other administrative duties normally performed by LCPW's staff.

We propose Jim Massarelli as the project lead for the position of supplementing LCPW in-house staff. Jim has over 30 years of public employment experience, including 14 years as Director of Engineering for the Village of Arlington Heights. Depending on project scheduling and LCPW's project needs, CBBEL may assign other CBBEL staff members with similar experience, skills, and backgrounds to perform these duties in order to meet the LCPW's needs in conjunction with CBBEL's current staffing commitments.

***LCPW Consultant Peer Reviews and Plan Submittal Reviews:***

As part of administering the projects, Jim will be supported by CBBEL's Rosemont office staff. Peer reviews and plan submittal reviews will be performed by CBBEL staff with expertise in mechanical, electrical and structural engineering appropriate for the specific review. Peer and submittal reviews will be performed under the guidance of CBBEL's Department Heads and senior staff:

- John Caruso, Mechanical Engineering, and Instrumentation
- Anthony DeRicco, Electrical Engineering
- Majid Mobasseri, Structural Engineering
- Mark Emory, Hydraulics and Pumping
- Kevin Baldwin, HVAC

***Water Facilities, WRF, and Lift Station Construction Observation Services***

The LCPW Task orders are anticipated to include Construction Observation Services for water facilities projects, wastewater reclamation facility projects and sanitary lift stations.

The anticipated Construction Observation Services are for CBBEL to act as an extension of LCPW staff during construction. Services are expected to include monitoring LCPW consultants' reviews of shop drawings, coordinating the "Owner's" review of shop drawing submittals with LCPW O&M staff, tracking the Contractors' construction schedules and progress, reviewing Contractors' payment applications, monitoring compliance with regulatory and funding reporting requirements, performing issue resolution, review and negotiation of change orders, attending regular meetings with LCPW staff, representing LCPW during preparation of punch lists, reviewing punch list status, and representing LCPW during project close outs. Construction services will be provided in accordance with the task order issued by LCPW and may have a full time RE / RPR, or have periodic observation as defined by the task order specific to the individual construction project.

Services during construction which are management type duties are proposed to be performed by Jim Massarelli or other CBBEL staff members with similar experience, skills, and backgrounds. Construction observation requiring specialized areas of expertise will be performed under the guidance of CBBEL's Department Heads and Senior staff as listed above.

***Pipeline Construction Observation Services***

Task orders may include pipeline project construction observation services.

Pipeline construction observation services are anticipated to be by a full time RE or RPR from

CBBEL's Construction Department staff of 45. The RE or RPR will be assigned by CBBEL Construction Department's Department Head, Dan Crosson. The RE or RPR will have several years of successful municipal pipeline construction observation services experience.

Duties are anticipated to include acting as an extension of LCPW staff, reviews of contractors' shop drawings and submittals, tracking the Contractors' construction schedules and progress, reviewing Contractors' payment applications, monitoring compliance with regulatory and funding reporting requirements, performing issue resolution, review and negotiation of change orders, attending regular meetings with LCPW staff, representing LCPW during preparation of punch lists, reviewing punch list status, and representing LCPW during project close outs.

### **ESTIMATE OF FEE**

We will bill you on a time and materials basis for our proposed Project and Construction Management Services at the rate of \$150 per hour.

Fees for our Peer and Submittal reviews and for our services during construction will be per hour rates as established on the attached STANDARD CHARGES FOR PROFESSIONAL SERVICES FOR AGREEMENT #22125-1 FOR PROFESSIONAL SERVICES FOR LAKE COUNTY. Annual fees shall not exceed \$300,000 without the prior approval of Lake County. When this contract is exhausted, it is anticipated that we will meet to discuss an extension of contract as provided for in the Agreement #22125-1 for Professional Services for Lake County.

It is understood and agreed that CBBEL does not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. These are to be solely the Contractors' responsibility under the contract for construction. CBBEL does not have the right to stop work and does not advise, schedule, coordinate, or supervise the Contractors' work.

Do not hesitate to contact us if you require further information or have any questions regarding our proposed amendment to our engineering agreement.

Sincerely,



Michael E. Kerr, PE  
President

Attachment: CHRISTOPHER B. BURKE ENGINEERING, LTD. STADARD CHARGES FOR PROFESSIONAL SERVICES FOR AGREEMENT #22125-1 FOR PROFESSIONAL SERVICES FOR LAKE COUNTY

MEK/mee



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

**Agreement #22125-1 for Professional Services for  
Lake County**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	200
Engineer VI	200
Engineer V	200
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	200
Survey IV	200
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	200
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	200
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit



# Lake County

## Purchasing Division

<http://doingbusiness.lakecountyiil.gov/>

Lake County will be accepting **only** electronic SOI submissions for Statement of Interest #22125 – Professional Engineering Services for Lake County Department of Public Works for Project and Construction Management Services.

Please follow the steps below to upload your electronic SOI Submission:

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the SOI Number: 22125
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
  - a. Click on the browse button
  - b. Navigate your computer and select the appropriate file
    - i. Multiple files can be uploaded, each file can be no more than 20 MB
    - ii. Files can also be uploaded as a .zip file
  - c. Click on save submittals
  - d. Close the browser

ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.

SOI No. 22125	Vendor Name:
Buyer: Yvette Albarran	
SOI Description: Professional Consulting and Engineering Services for Lake County Public Works for Project and Construction Management Services	Deliver to: Lake County <b>ATTN: PURCHASING DIVISION</b> 18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085
SOI Due Date: August 19, 2022 11:00 a.m. local time	

\*Please note: Responses are due at 11:00 a.m. local time on August 19, 2022. Please allow sufficient time for any technical issues you may have and upload your SOI early. Please email Purchasing at [purchasing@lakecountyiil.gov](mailto:purchasing@lakecountyiil.gov) to receive confirmation that we have successfully received your submissions. Deadline for questions August 12, 2022 at 12:00 p.m. CST.

**STATEMENT OF INTEREST #22125**  
**STATE OF ILLINOIS**  
**Professional Architectural and Engineering Services**  
**for Lake County**

Notice is hereby given that Statements of Interest (SOI) (one electronic unprotected copy) will be received from qualified, professional architectural and engineering firms interested in providing the services, as described herein. Firms are encouraged to submit the minimum amount of information as necessary to indicate their interest, experience, and qualifications to perform the work described for any project, service, or combination thereof. In accordance with the instructions on the SOI cover page, responses will be accepted electronically **until August 19, 2022, 11:00 a.m., local time.**

**CONTACT / QUESTIONS:** Please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the SOI number and addendum link. Questions may also be submitted via email to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov). All questions shall be submitted no less than seven (7) days prior to the SOI opening date. No interpretation of the meaning of the Statement of Interest will be made orally. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a firm to improperly submit a proposal. Lake County will review submissions and conduct negotiations in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/).

**LAKE COUNTY**

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to approximately 714,000 residents. Lake County is committed to open government and transparency, and the County board's conservative fiscal policies have allowed the County to maintain fiscal stability and achieve AAA bond rating from Standard & Poor's and Moody's. Lake County is governed by a 21-member board and managed by a County Administrator.

**PROJECT BACKGROUND**

The Lake County Public Works Department (LCPWD) provides essential water and wastewater services to over 40% of the County's residents, and the LCPWD owns and operates three water reclamation facilities, eleven water distribution systems, nearly 800 miles of sewer and water mains, and all associated infrastructure. Additionally, the LCPWD ownership portfolio includes many buildings, including administrative offices, maintenance facilities, and operational buildings (pump houses, treatment processes housing). The LCPWD has undertaken a strategic prioritization process to identify critical capital improvement projects. Major capital projects are anticipated for the foreseeable future, with an estimated annual value of \$10 to \$20 million. Federal and state infrastructure funding sometimes contribute additional money to the program.

**GENERAL QUALIFICATIONS**

The proposing firm should have experience related to the design, construction and management phases of municipal water and wastewater projects, including wastewater treatment projects. The statement of interest must provide your firm's qualifications, including ability of professional staff, its past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm, work on similar projects, past performance on similar projects and financial stability related to the scope of this solicitation.

**Intent - Project and Construction Management Services**

Lake County Public Works is seeking a consultant to manage and oversee consultant capital improvement projects on behalf of the Lake County Public Works Department (LCPWD). This includes design and/or construction phases of projects. Duties include: act as the principal agent of the LCPWD in the management of administrative duties of project management, providing resident engineering services, reviewing design and bid documents. Maintain mission alignment, ensure quality, oversee project timeline, track processes and procedures, perform issue resolution, arrange and attend regular coordination meetings with County staff, manage pay requests, review and negotiate change orders, and address contract issues in partnership with Lake County staff. Perform construction observation and resolve issues. Provide expertise in the following disciplines: site/civil, structural, mechanical, electrical and instrumentation.

Projects are often highly complex infrastructure improvements including complex coordination sequencing with stakeholders to maintain operational needs throughout the rehabilitation project. Engage with stakeholders and the public, as necessary. Example projects include oversight of:

- Water Reclamation Facility treatment plant projects, such as installation of a UV disinfection treatment process or conversion of sand filters to disc filters
- Construction of new water towers or water storage reservoirs
- Complete rehabilitation of pump houses or reservoirs
- Pipe replacement projects

### **SUBMISSION REQUIREMENTS**

The SOI shall include a brief description of why the applicant should be chosen for the project. The SOI should be concise and directly relate to the project. The SOI content shall be limited to 21 pages (not including required forms). A minimum of three firms will be selected as the most qualified from their SOI submittal to make a presentation to a selection committee. The final selection may result in two consultant agreements, and task orders would be assigned to either firm at the discretion of LCPWD.

The County, in accordance with the laws of the State of Illinois, hereby notifies all firms expressing statements of interest that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded without discrimination on the grounds of race, color or national origin.

Where appropriate, the responses provided under this section shall include a brief description of examples of outcome-based accomplishments that have measurable success factors to demonstrate a firm's qualifications and expertise. All examples should include owner name and contact information.

### **SOI Format**

The proposal itself should adhere to the following format, be provided in the specific order listed, and include:

#### **Section 1.0 – Executive Summary (max. 1 page)**

Provide a brief summary, which describes and highlights your interest, experience and qualifications for the project. Submit documentation to establish the professional licensing necessary to be eligible for the project.

#### **Section 2.0 – Description of Company (max. 2 pages)**

Provide a description of the proposing company.

- a) Please provide an executive summary of your company.
- b) Provide your company's full legal name, company mailing address and phone number. Indicate whether your company is a sole proprietorship, a partnership or a corporation. Indicate the number of years in business.
- c) Describe your company's organizational structure including parent company, affiliates, subsidiaries, strategic business alliances, and other related entities. Include discussion regarding any changes in ownership.
- d) How many employees does your company currently have locally, nationally, and globally? Is there redundancy in staff roles and disciplines?
- e) Describe the structure of your management team. If available, please provide a copy of your company's organizational chart.
- f) Please provide information regarding any strategic business alliances/partnerships and certifications that your company has that may affect how you will do business with the Lake County Public Works Department.
- g) Provide the name, title, email address, and telephone number of the person who will be the principal point of contact for your company relative to this SOI, including the person who will be the principal contact related to any contractual dialogue and administration of any agreement resulting from this SOI.

#### **Section 3.0 – Relevant Experience (max. 6 pages)**

Relevant Experience shall clearly indicate the firm and which member on the project team participated in all relevant experience submitted. All experience submitted for a team member while in the employment of a different firm shall

include their title and role on the project as well as the firm name that held the contract for all work submitted for relevant experience. Provide a description of projects (minimum of three (3), maximum of six (6)) of a similar nature that would substantiate the qualifications of the applicant for the work. Include contactable references for all projects. Quoted testimonials are welcomed.

**Section 4.0 – Project Management Team (max. 6 pages)**

Describe your approach relative to the delegation of responsibility and assignment of authority and interaction points with the County. Include a listing of key personnel and/or subconsultants proposed for the project team. Include a resume and/or relevant experience of each key team member and a brief description of the tenure or work history among team members. Identify how you will address the following disciplines: site/civil, structural, mechanical, electrical and instrumentation.

Provide an organization chart graphically illustrating how your firm would staff and structure your proposed team to perform the project. Include delegation of responsibility and assignment of authority and interaction points with the County.

List specific personnel (including subconsultants) proposed for the project team, including the project assignment and role or area of responsibility of each individual. Identify the staff team and each members’ availability capacity throughout project stages. Provide a resume for each proposed team member, specifically stating tenure or experience with your firm, experience and qualifications of each individual. The above list represents a minimum submittal for key personnel from the Owner’s Representative and Project Manager Team.

**Section 5.0 – Issue Resolution (max. 2 pages)**

In a narrative, provide at least two specific examples of issue resolution on particular projects. Information should include a description of job scope, the source of the issue and the resultant resolution. Identify the role of your organization/staff and how the owner was impacted. Note any stakeholder or community impacts or engagement.

**Section 6.0 – Operational Optimization (max. 2 pages)**

Explain how your firm coordinates with owner operations to minimize impacts on the municipal organization. Design of the example projects may impact staffing levels and responsibilities. Existing system operations must be maintained during construction projects, which is particularly relevant to treatment plant projects. Provide any related example projects that optimized and preserved operations.

**Section 7.0 – Budget (max. 1 page)**

Describe your firm’s methods to maximize and maintain quality project management and project image while maintaining tight budget constraints. Cite examples of specific things that you have done on other projects to meet this objective.

Describe your firm's approach to value engineering and what contribution does the firm typically provide during each phase of design and construction. Value engineering should include the ability of the proposer to evaluate cost saving opportunities in the construction project and add value to the project by applying a creative approach to optimize lifecycle, energy consumption and operational costs resulting from the design.

**Section 8.0 - Quality of Documents (max. 1 page)**

List the steps and describe the quality control processes we can expect from the firm during each phase of the design and construction process to assure careful coordination of all disciplines, a high quality of design and contract documents and competent construction observation services. Identify your QA/QC process.

**EVALUATION PROCESS**

Lake County will review submissions and conduct negotiations in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/). The following qualifications will be considered by the County:

- A. Proven experience in design, construction observation services and successful implementation of similar projects with similar clients. Demonstration of issue resolution and operational optimization.

- B. The ability of the proposer to work with consultants and contractors to maximize outcomes while maintaining budgetary discipline.
- C. Quality and time availability of key project team members, including a proven consistent engineer team leader that listens to the client and appropriately manages and directs the team’s efforts. Possession of talent and redundancy in roles.
- D. Experience and capability of coordinating with internal and external stakeholders.

As part of its evaluation process the County may seek additional information from firms found to have resources and methodologies best suited to the project.

**TERM OF AWARDED CONTRACTS**

The term of awarded contracts shall be in effect for a two (2) year period from the date of award (initial term). Lake County reserves the right to renew the contract for three (3) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of any contract term, Lake County reserves the right to extend the contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, the contract is contingent on the appropriation of sufficient funds. No charges shall be assessed for failure of the County to appropriate funds in future contract years.

**SOI TIMELINE**

Consultants should indicate their ability to meet the deadlines indicated below:

Event	Date
Release SOI	August 2, 2022
Deadline for SOI Inquiries for Clarification and Posting of Responses	August 12, 2022
Deadline for SOI Submissions	August 19, 2022
Finalist Interviews	The week of September 6, 2022
Contract Negotiations and Price Review - Completed	September 16, 2022
Lake County Board Approval	October 11, 2022

**SUBMITTALS**

- Executive Summary (max. 1 page)
- Description of Company (max. 2 pages)
- Relevant Experience (max. 6 pages)
- Project Management Team (max. 6 pages)
- Issue Resolution (max. 2 pages)
- Operational Optimization (max. 2 pages)
- Budget (max. 1 page)
- Quality of Documents (max. 1 page)
- General Information Sheet
- References
- Firm Qualifications
- Vendor Disclosure Statement
- Vendor Certification Form

**Consultants are subject to the following conditions if the use of Federal Funds is applied to this procurement.**

1. DEBARMENT AND SUSPENSION

This contract is covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Bidder is required to verify that none of the Licensor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction in enters into.

This certification is a material representation of fact relied upon by Lake County. If it is later determined that the Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Licensor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 subpart C throughout the period of any contract that may arise. Licensor agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. PROHIBITION ON CERTAIN TELECOMMUNICATIONS

The proposed equipment will not utilize covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

3. ACCESS TO RECORDS

Bidder agrees to provide Lake County , the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Licensor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Bidder agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, Lake County and the Licensor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4. DHS SEAL, LOGO AND FLAGS

Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Bidder will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Proposer, or any other party pertaining to any matter resulting from the contract.

7. PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS OR RELATED ACTS

Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Bidder's actions pertaining to this contract.

8. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Bidders who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Bidders who apply or bid for an award of \$150,000 or more shall comply with the following provisions:

i. Clean Air Act

1. The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Bidder agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ii. Federal Water Pollution Control Act

1. The Bidder agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Bidder agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



**General Information Sheet**

AUTHORIZED NEGOTIATORS:

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Email: \_\_\_\_\_

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

In submitting this statement of interest, it is understood that the County reserves the right to reject any or all submittals, to accept any alternate submittals, and to waive any informalities in any submittal.

BUSINESS ORGANIZATION: (check one only)

\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_ Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.

\_\_\_\_ Corporation: State of Incorporation: \_\_\_\_\_

\_\_\_\_ Non-profit Corporation

\_\_\_\_ 501c3-- U.S. Internal Revenue Code

By signing this proposal document, the proposer hereby certifies that it is not barred from bidding on a contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**References**

Provide FIVE (5) references for projects. Governmental references are preferred over others.

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

Date of Service: \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

Date of Service: \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

Date of Service: \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

Date of Service: \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

Date of Service: \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**FIRM QUALIFICATIONS**

**Name and Address of Office from which this contract will be administered**  
(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address \_\_\_\_\_

Project Manager: \_\_\_\_\_

# Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Annual Sales: \$ \_\_\_\_\_ Dunn & Bradstreet #: \_\_\_\_\_

Indicate if firm is a certified M/W/DBE and attach certification: \_\_\_\_\_

**List employees who will be dedicated to the Project:** (Attach additional pages as necessary)

NAME	POSITION TITLE	NUMBER OF YEARS	AREA OF RESPONSIBILITY/TASK EXPERIENCE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



# VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	22125		

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, executives, officers, account managers or other similar managerial positions of the vendor’s company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

**If there is nothing to report in a section, please state none in the appropriate space.**

## FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor’s company have a familial relationship and the nature of the relationship. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official	Familial Relationship

## CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed \$150 annually. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at [doingbusiness.lakecountyil.gov](http://doingbusiness.lakecountyil.gov).

The full text of the County’s Ethics and Procurement policies and ordinances are available at [www.lakecountyil.gov](http://www.lakecountyil.gov).

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	
Printed Name:		Date:	

**Vendors must insert “x” in the following box indicating exception and provide a brief narrative for exception.**



# VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:	22125		
Vendor Name:			
Address:			
Primary Contact Name:			
Primary Contact Email Address:			
Primary Contact Phone Number:			
Project Manager Name:			
Project Manager Email Address:			
Project Manager Phone Number:			
# Years in Business:		Number of Employees:	
Annual Sales:	\$	Dunn & Bradstreet #:	
<b>Vendor Certification Statement: Please identify all the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).</b>			
	Contractor certifies as a Minority – Business Enterprise (MBE)		
	Contractor certifies as a Women Business Enterprise (WBE)		
	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
	Contractor certifies as a Business Enterprise Program (BEP)		
	Contractor certifies as a Small Disadvantaged Businesses (SDB)		
	Contractor certifies as a Veteran-Owned Small Business (VOSB)		
	Local Business		
	None		
Other (Specify)			
Certification Number:			
Certified by (Agency):			

**I certify that this information is accurate to the best of my knowledge and that I am authorized to provide this information on behalf of my company.**

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

# Vendor Certification Definitions

- **Minority-owned business (MBE)**  
A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- **Woman-owned business (WBE)**  
A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- **Veteran-owned Business Enterprise (VBE)**  
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.
  - Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
  - Armed Forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.
- **Persons with Disabilities Owned Business Enterprise (PDBE)**  
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.
  - Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.
- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**  
A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service-disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.
  - Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
  - Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).
- **BEP – Business Enterprise Program**  
Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women, and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.
- **Small Disadvantaged Businesses (SDB)**  
A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001
- **Veteran-Owned Small Business (VOSB)**  
A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.
- **Local business**  
Lake County launched a Buy Local. Build Local. Work Local initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law.