

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #: C16-0034

Year: 2016+

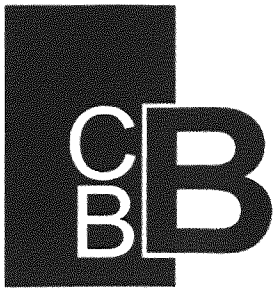
Amount:

Department: Finance

Contract Type: Master Engineering Services Agreement

Contractors Name: Christopher B. Burke Engineering, Ltd (CBBEL)

Contract Description: Master Services Agreement - proposals are executed individually and attached as Exhibit Bs.
C16-0019 Doctor Marsh Site Planning (2016-0051 \$95,500.00)
C16-0054 NPDES MS4 Phase II Compliance \$4200
C16-0057 108th St Bike Path Phase II Engineering (2016-0111 \$44,742)
C16-0103 PCHS & Centennial Park Wetland Consulting (2016-0581 \$16,700)
C16-0110 Mason Lane Drainage Investigation (2016-0689 \$9,300)
C17-0045 Stellwagen Farm Perimeter Path (2017-0022 \$28000)
C17-0046 Stellwagen Parking/108th Ave (2017-0023 \$35,000)
C17-0058 Parkview Estates Stage 2 Storm Water Imprv (2017-0058 \$243,800)
C17-0047 Topographical Survey Humphrey Complex (2017-0281 \$5500)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

224 $\frac{1}{2}$ North Liberty Street Morris, Illinois 60450 TEL (815) 941-0260 FAX (815) 941-0263

January 6, 2016

Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

Attention: Kurt Corrigan – Transportation and Engineering Manager

Subject: Proposal for Professional Design Engineering and Construction Engineering Services for
The Stellwagen Family Farm Trail Project

Dear Mr. Corrigan,

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to the Village of Orland Park (Village) for construction engineering services associated with the construction of the Stellwagen Family Farm Trail. This proposal includes our Understanding of the Assignment, the Scope of Services, and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

CBBEL understands that the Village desires to construct the proposed trail improvements on the Stellwagen Family Farm (Farm) based on the previously approved construction documents. The historic farm site is located along 108th Avenue, approximately 1200' feet north of 179th Street. It is our understanding that the Village intends to construct the Stellwagen Family Farm Trail during the summer of 2017. These proposed trail improvements consist of an approximately 1.25 mile 10' wide HMA path that is generally located along the perimeter of the Farm. This project will generally require work items such as grading, subgrade preparation, paving, landscape restoration, and fence installation. CBBEL understands that the Village is seeking Phase III construction engineering services for observation and inspection of the construction of this project.

SCOPE OF SERVICES

CBBEL will perform or be responsible for the performance of the following Scope of Services. CBBEL shall furnish or cause to be furnished qualified engineers, construction observers and/or technical personnel to perform these services.

Task 1 – Pre-Construction Services

- Attend a pre-construction conference with the contractor, Village, and other stakeholders to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes.
- Obtain and distribute all permits issued for the construction of the project.
- Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work. If we or the Village have not previously worked with a proposed subcontractor, we will make every effort to check references.
- Review the construction schedule submitted by the contractor for compliance with the contract. CBBEL will review it in relation to the milestone dates in the specifications. CBBEL will review the constructability of their plan to insure that the work is being completed in a logical sequence.
- CBBEL shall document all existing conditions with photographs and/or videotapes to insure that all disrupted areas have been restored per the plan or existing conditions.
- Review the plans and specifications for potential conflicts or problems, so that solutions can be developed prior to construction.

Task 2 – Construction Observation: Provide part-time on-site observation of the work in progress and field checks of materials and equipment through a Resident Engineer, who shall:

- Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
- Be present whenever the contractor is performing critical work on-site, associated with the project. Critical work shall be understood to be defined as work items that result in the final product once complete. Such work items would be HMA pavement installation and fence erection. Intermittent inspections will be performed on non-critical work items, with a minimum of one site visit each day work of any type is being performed.
- Cooperate with the contractor in dealing with the various local agencies and utility companies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. If the contractor falls behind by 14 calendar days, he is required to submit a

revised schedule showing how the completion dates will be met. No further payments will be made until a revised schedule is submitted.

- Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
- Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
- Except upon written instruction of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Respond to any Requests for Information from the Contractor.

Task 3 – Construction Documentation: The Resident Engineer will document all work in accordance with IDOT's Construction Manual and Project Procedures Guide for materials.

- Keep Inspector's Daily Reports (IDOT Form BC 628), which shall include the hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and a list of visiting officials.
- Document and measure all quantities in accordance with the IDOT Construction Manual.
- Prepare the Resident's Weekly Report (IDOT Form BC 239) based from the IDR's.
- Review and prepare a recommendation to the Village for all requested extra work items for their concurrence and approval.
- Prepare and submit all Pay Estimates to the Village for their concurrence and approval.

Task 4 – Project Close-out: CBBEL will monitor completion of the punch list and complete all required paperwork and submittals to the Village.

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Conduct final inspection with the Village and prepare a final list of items to be corrected.
- Verify that all items on the final list have been corrected and make recommendations to the Village concerning acceptance.
- Prepare final pay estimate for the Village's approval.

Task 5 – Storm Water Pollution Prevention Plan Preparation and Erosion Control Inspection: CBBEL will prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the requirements of the NPDES Permit Number ILR10. The SWPPP will be submitted to the Illinois Environmental Protection Agency as part of the NPDES Permit Number ILR10 application.

As required by the provisions of the NPDES Permit Number ILR10, CBBEL's Resident Engineer will designate an environmental specialist to inspect all erosion control measures installed during construction to insure they are in accordance with the SWPPP. These inspections shall be completed weekly and after each rain event greater than 0.5" and recorded on Form BC 2259, SWPPP Erosion Control Inspection Report.

Task 6 – Material Testing and Inspection: CBBEL shall provide Quality Assurance material testing in accordance with IDOT's Project Procedures Guide, Article 1030.05: QC/QA for HMA. These services will be provided by a subconsultant to be determined.

ESTIMATE OF FEE

TASK	DESCRIPTION	FEE
STELLWAGEN FAMILY FARM TRAIL PHASE III SERVICES		
1.1	PRE-CONSTRUCTION SERVICES	\$ 2,000
1.2	CONSTRUCTION OBSERVATION	\$ 9,000
1.3	CONSTRUCTION DOCUMENTATION	\$ 9,000
1.4	STORM WATER POLLUTION PREVENTION PLAN PREPARATION AND EROSION CONTROL INSPECTION	\$ 4,000
1.5	PROJECT CLOSE-OUT	\$ 2,000
1.6	MATERIAL TESTING AND INSPECTION	\$ 2,000
	TOTAL	\$ 28,000

We will bill you at the hourly rates agreed upon in our General Contract and establish our contract in accordance with the previously accepted General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

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

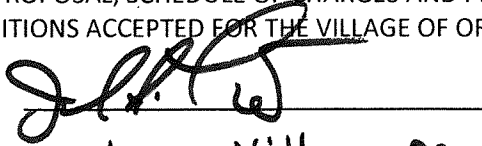
Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Enclosure: Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND PREVIOUSLY ACCEPTED GENERAL TERMS AND
CONDITIONS ACCEPTED FOR THE VILLAGE OF ORLAND PARK:

BY:



TITLE:

Interim Village Manager

DATE:

4-27-17