

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2011-0166

Multi Year: ☐

Amount \$45,352.75

Contract Type: Professional Services

Contractor's Name: Christopher B. Burke Engineering, Ltd

Contractor's AKA:

Execution Date: 5/16/2011

Termination Date: 8/31/2011

Renewal Date:

Department: Parks & Building Maintenance

Originating Person: Frank Stec

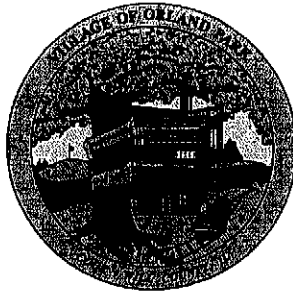
Contract Description: 153rd Street Bike Path

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

www.orland-park.il.us



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

May 27, 2011

Mr. Jason Souden, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018

RE: NOTICE TO PROCEED
153rd Street Bike Path

Dear Mr. Souden:

This notification is to inform you that the Village of Orland Park has received all necessary contracts and certifications in order for work to commence on the above stated project as of May 18, 2011.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated May 16, 2011 in an amount not to exceed Forty Five Thousand Three Hundred Fifty-Two and 75/100 (\$45,352.75) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Domalewski", is written over a horizontal line.

Denise Domalewski
Contract Administrator

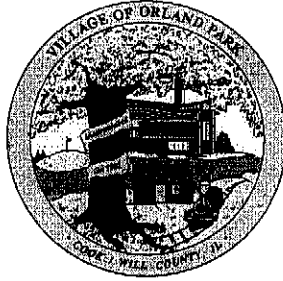
Encl:

cc: Frank Stec
Jane Turley
Barb O'Brien

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
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VILLAGE HALL

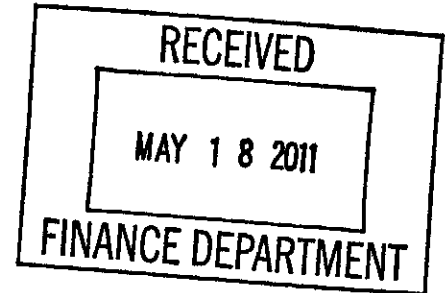
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CMF

May 16, 2011

Mr. Jason Souden, P.E.
Vice President
Christopher B. Burke Engineering, Ltd
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018



NOTICE OF AWARD – 153rd Street Bike Path

Dear Mr. Souden:

This notification is to inform you that on April 4, 2011, the Village of Orland Park Board of Trustees approved awarding Christopher B. Burke Engineering, Ltd the contract in accordance with the proposal you submitted dated February 15, 2011, for 153rd Street Bike Path for an amount not to exceed Forty Five Thousand Three Hundred Fifty-Two and 75/100 (\$45,352.75) Dollars.

I apologize for the delay in getting this notice to you and understand that the project has begun.

1. Enclosed is the Contract for 153rd Street Bike Path. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. The Village will use the certifications that were signed for the General Contract that we have on file and apply them to this contract.
- ✓ 3. The Village does have a current certificate of insurance on file, so a new one is not needed for this project.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. You will be issued an official *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

Cc: Kimberly Flom
Frank Stec
Jane Turley

VILLAGE OF ORLAND PARK
153rd Street Bike Path
(Contract for Professional Engineering Services)

This Contract is made this 16th day of May, 2011 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Christopher B. Burke (hereinafter referred to as the "CONTRACTOR").
Engineering, Ltd.

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal(s) dated February 15, 2011, as it is responsive to the VILLAGE's requirements

All Certifications required by the Village

Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Provide professional engineering services as described in the attached proposal. See proposal for complete scope of work as requested by the Village of Orland Park

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

TOTAL COST: an amount not to exceed Forty Five Thousand Three Hundred Fifty-Two and 75/100 (\$45,352.75) Dollars

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion. This Contract shall terminate on August 31, 2011, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Jason Souden, PE VP
Christopher B. Burke Eng.
9575 West Higgins Road
Rosemount, IL 60018
Telephone: 847-823-0500
Facsimile: 847-823-0520
e-mail: jsouden@cbbel.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel

shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: _____

Print Name: Paul G. Grimes
Village Manager

Its: Village Manager

Date: _____

5/19/11

FOR: THE CONTRACTOR

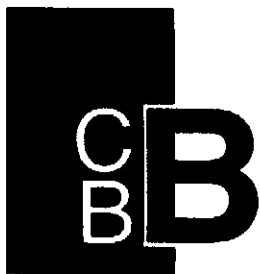
By: _____

Print Name: Christopher B. Burke

Its: President

Date: _____

5/17/11



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 15, 2011

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

Attention: Ms. Jane Turley, Senior Planner

Subject: 153rd Street Bike Path Proposal

Dear Ms. Turley:

Please find enclosed our Phase II Engineering Proposal and a Conceptual Cost Estimate for the subject project.

Based on our correspondence with the Village we understand the following:

- ❖ No federal money is anticipated to be used for the design or construction, it will be all local.
- ❖ The 10' wide bike path will start with a connection to the existing bike path in Spring Creek Park (located at the southwest corner of Wolf road and 151st Street), and extend south along the west side of Wolf road to the intersection of 153rd Street. The bike path will then cross Wolf Road and run in the right of way along the southern side of 153rd Street. The path will continue across 108th Avenue and will end with a connection to the existing sidewalk around the 153rd Street Wetlands (located at the southeast corner of 108th Avenue and 153rd Street). The total length of the path will be approximately 3,300'.
- ❖ Pedestrian heads and a crosswalk will be constructed at Wolf Road. The crossing at 108th already has a pedestrian head, but will need crosswalk striping.

Based on our experience with the design of the 153rd Street Widening plans, there may be a significant amount of retaining wall to construct the path within the existing right-of-way. Please note that Plats, Legals and Right-of-Way acquisition are not included in this proposal.

Included in this proposal is our Scope of Services, Estimate of Fee and a conceptual construction cost estimate.

Sincerely,


Jason Souden, PE
Vice President

SCOPE OF WORK – PHASE II

TASK 1 – PHASE II DESIGN KICK-OFF MEETING: CBBEL will meet with the Village to discuss the project scope and schedule and review plan format, design issues, etc.

TASK 2 – DATA COLLECTION AND REVIEW: CBBEL will collect and review data to be utilized for the preparation of the Phase II design plans. This data will include the following:

- Survey Data
 - Plats of highways for 153rd Street/Wolf Road
 - Adjacent subdivision plats, Cook County tax maps, and any other available information to identify existing right-of-way and existing property lines.
 - Information on state plane monuments to be utilized for horizontal control for the project.
 - Information on benchmarks to be utilized for vertical control for the project.
- Existing FEMA maps and flood insurance studies.
- Wetland information including ADID wetland maps, National Wetland Inventory maps, Cook County soils maps, and any other information.
- Other state, county and village information including utility atlases, land use plans, ordinances, etc.

TASK 3 – SURVEY: CBBEL will perform a full topographic survey of the project area.

CBBEL will perform the following survey tasks:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing our GPS equipment.

Vertical Control: CBBEL will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. The elevations will be based on NGVD of 1929.

Existing Right-of-Way: CBBEL will establish the appropriate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts, etc.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features.

Wetland Topographic Survey: All wetlands delineated along the project will be surveyed and added to the survey database. This information will be utilized to determine exact impacts to existing wetlands due to the proposed roadway project.

SCOPE OF WORK – PHASE II

Utility Survey: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: Upon establishing a preferred alternative and alignment, CBBEL will locate all trees over 6 inches in diameter within the project area. This will be important to quantify tree impacts associated with the proposed bike trail. The located trees will be identified by species and the size and condition determined.

Base Mapping: CBBEL will compile all of the above information into one base map representative of existing conditions of the project corridor for use in planning the proposed improvements.

TASK 4 – GEOTECHNICAL INVESTIGATION: Due to the possibility of poor soils in the areas of the project corridor, CBBEL recommends conducting a Geotechnical Investigation of the proposed project route. CBBEL will subcontract this work to Testing Services Corporation (TSC).

TASK 5 – WETLAND ASSESSMENT: CBBEL will perform a Wetland Assessment of the project area.

The following specific services are proposed for the wetland assessment to comply with Section 404 of the Clean Water Act, IDNR requirements, and LCSMC requirements.

- **Field Reconnaissance:** An investigation of the project site will be completed to determine the limits of wetlands if present. The wetlands delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be located in relation to the project coordinate system as outlined in Task 2.
- **Report:** The results of the field reconnaissance will be summarized in a Report. The wetlands' generalized quality ratings, according to Swink and Wilhelm (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (COE) Routine On-Site Data Forms. We assume that wetland impacts will be avoided.

TASK 6 – PEDESTRIAN SIGNAL DESIGN: CBBEL will design pedestrian signals/crossing at Wolf Road and 153rd Street.

Data Collection: This task will include collecting existing roadway and traffic signal plans from IDOT/CCHD. This information will be augmented by a field reconnaissance of the intersection to verify existing plan data and equipment inventories.

Base Sheet Preparation: We will prepare base sheets at a scale of 1"=20' for the traffic signal modifications using the data collected in Task 1.

Traffic Signal Modification Plans: We will prepare the traffic signal modification plans using the base sheet information. The traffic signal modification plans will be developed based on IDOT/CCHD standards current at the time said plans are prepared. The traffic signal modification plans will include the following:

SCOPE OF WORK – PHASE II

- a. Preliminary, Pre-final and Final Signal Improvement Plan
- b. Sidewalk Installation Plan
- c. ADA Ramp Details
- d. Cable Plan
- e. Phase Designation Diagram
- f. Emergency Vehicle Preemption Phase Diagram and Notes
- g. Summary of Quantities
- h. Technical specifications employing CCHD special provisions to the extent that they apply will be assembled

Estimate of Cost: An engineer's opinion of probable construction cost will be prepared for the traffic signal modifications based on the final plans.

Permit Acquisition: CBBEL will prepare submittal materials required by IDOT/CCHD including plans, specifications, estimate of cost, letters of transmittal, disposition of comments and permit application. This work will include proactive follow up with CCHD to verify receipt of submittal packages, review status and anticipated permit issuance. The plans and specifications will be revised based on comments received from the Village and IDOT/CCHD and a detailed disposition of comments will be prepared documenting how comments have been addressed. Mark-ups will be returned with each re-submittal.

TASK 7 - PRELIMINARY PLANS, SPECIFICATIONS AND COST ESTIMATE: CBBEL will prepare preliminary contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with all Village, CCHD and IDOT design criteria.

The preliminary plans will include the following sheets:

<u>No.</u>	<u>Sheet Title</u>
1	Cover Sheet
1	General Notes / Summary of Quantities
1	Earthwork Schedule
1	Alignment, Ties and Benchmarks sheet
1	Typical cross sections
3	Existing Conditions/Removal Sheets (2 panels)
6	Path Plan and Profile sheets
2	SESC Details and Standard Notes
2	Construction Details
4	Pedestrian Signal Plans
7	Cross Sections
4	Retaining Wall Plans and Details
33	TOTAL SHEET COUNT

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village for review.

SCOPE OF WORK – PHASE II

CBBEL will also make any required submittals to IEPA to meet NPDES requirements.

A set of pre-final plans will be submitted to utility companies for verification of facilities.

TASK 8 - UTILITY COORDINATION: Upon notice to proceed, CBBEL will send a location map to all known utility companies requesting their atlases or plans of their facilities within the project limits. CBBEL will add the received information to the existing conditions plan and send it back to the utility companies for verification. CBBEL will then send preliminary plans with potential conflicts identified, and will set up meetings to discuss necessary utility relocations or plan adjustments.

TASK 9 - FINAL PLANS, SPECIFICATIONS AND ESTIMATES: Upon meeting with the Village staff to review their comments on the preliminary submittal, CBBEL will revise and finalize the contract documents and cost estimate. During this task the exact letting date will be determined and an estimated construction schedule will be provided.

TASK 10 - BID DOCUMENTS: CBBEL will make the final revisions to the final submittal based on the Village's final review comments. The requested number of copies of plans and specifications will be submitted to the Village. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format. CBBEL will make application and obtain all required permits.

DIRECT COSTS

TASK 7 - PRELIMINARY PLANS, SPECIFICATIONS AND COST ESTIMATE

B/W Plots

5 sets (plans) x 33 sheets x 6 s.f./sheet x \$0.145/s.f.	=	\$ 143.55
5 copies (specifications) x 80 sheets x \$0.08/sheet	=	<u>\$ 32.00</u>
		\$ 175.55

TASK 9 – FINAL PLANS

B/W Plots

5 sets (plans) x 33 sheets x 6 s.f./sheet x \$0.145/s.f.	=	\$ 143.55
5 copies (specifications) x 80 sheets x \$0.08/sheet	=	<u>\$ 32.00</u>
		\$ 175.55

TASK 10 – BID DOCUMENTS

B/W Plots

15 sets (plans) x 33 sheets x 6 s.f./sheet x \$0.145/s.f.	=	\$ 430.65
15 copies (specifications) x 80 sheets x \$0.08/sheet	=	<u>\$ 96.00</u>
		\$ 526.65

TOTAL = \$ 877.75

ESTIMATED PERCENTAGE

N:\PROPOSAL\STADNIN\2011\Orland Park 153rd St Urban Path\211110\Qualified Coal Breakdown Spreadsheet.xls

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.
6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.
18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

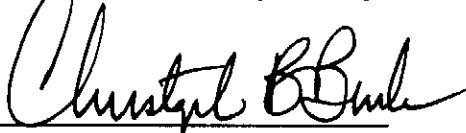
determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

Christopher B. Burke Engineering, Ltd (ENGINEER)

By:  5/17/11
Officer Date

Print Name: Christopher B. Burke - President

VILLAGE OF ORLAND PARK

By:  5/19/11
Officer Date

Paul G. Grimes
Print Name: Village Manager

BUSINESS ORGANIZATION:

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

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

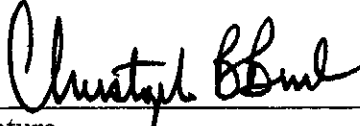
 x Corporation: State of Incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Christopher B. Burke Engineering, Ltd.
Business Name

(Corporate Seal)


Signature

Christopher B. Burke
Print or type name

President
Title

1/4/11
Date

Officers of Christopher B. Burke Engineering, Ltd.

Christopher B. Burke	Pres & Treas
Michael E. Kerr	Executive VP
Jedd M. Anderson	Vice President
P. Kay Whitlock	Vice President
William D. Crosson	Vice President
Donald R. Dressel	Vice President
G. Michael Ziegler	Vice President
Thomas T. Burke	Vice President
Jason Souden	Vice President
Michael J. Matkovic	Vice President
John R. Murphy	Vice President
Susan S. Burke	Secretary
Melissa L. Johandes	Asst. Secretary

All addresses listed at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018

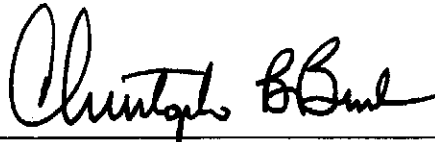
**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Christopher B. Burke, being first duly sworn certify and say
that I am President

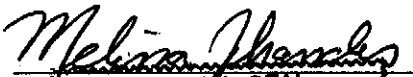
(insert "sole owner," "partner," "president," or other proper title)

of Christopher B. Burke Engineering, Ltd., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 4 Day
of January, 2011.


Notar **OFFICIAL SEAL**
MELISSA L. JOHANDES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-16-2011

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Christopher B. Burke, having submitted a proposal for Christopher B. Burke Eng., Ltd.
(Name) (Name of Contractor)

for All Projects within the Village of Orland Park to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Christopher B. Burke
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 4 Day
of January, 2011.

Melissa Johandes
Notary Public Seal
MELISSA L. JOHANDES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-16-2011

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:
Christopher B. Burke Engineering, Ltd.

BY: Christopher B. Burke
Christopher B. Burke, President

WITNESS: Deanna Amelio

DATE: 1/4/11

TAX CERTIFICATION

I, Christopher B. Burke, having been first duly sworn depose
and state as follows:

I, Christopher B. Burke, am the duly authorized
agent for Christopher B. Burke Engineering, Ltd., which has
submitted a proposal to the Village of Orland Park for

All Projects within the Village of Orland Park and I hereby certify
(Name of Project)

that Christopher B. Burke Engineering, Ltd. is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance
with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for
payment of all taxes due and is currently in compliance with that
agreement.

By: Christopher B. Burke

Title: President

Subscribed and Sworn To
Before Me This 4 Day
of January, 2011.

Melissa Johandes
Notary Public
OFFICIAL SEAL
MELISSA L. JOHANDES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-16-2011