

Clerk's Contract and Agreement Cover Page

JAN 14 2011

Year: 2007

Legistar File ID#: 2010-0624

Multi Year: ☒

Amount \$0.00

Contract Type:

Services

Contractor's Name:

Christopher B Burke Engineering (CBB

Contractor's AKA:

CBBEL

Execution Date:

8/16/2007

Termination Date:

12/31/2009

Renewal Date:

10/1/2008

Department:

Finance

Originating Person:

Denise Domalewski

Contract Description:

Professional Engineering Services General Contract FY 2007-2008

add 9.30.08 extending term to 12/31/09

add 10.1.08 Tinley & Midlothian Creek construction oversight

add 2.24.09 Tinley Creek Improvement 09 Construction Oversight

add 8.14.09 Marley Creek Pedestrian Bridge \$8500

Addendum extending term thru 2010

5.18.10 151st & 80th Ave Traffic Signal addendum \$9500

6.11.10 Grasslands Flood Control Facility (proposal 4.27.10) \$38,300.

8.15.10 proposal Offsite Flow Issues Grasslands Subd \$2750

6.16.10 proposal Fernway Subd. Drainage Improvements - \$12000

1.20.10 proposal Doctor Marsh Wetland \$12,300 (NTP 11.15.10)

Monday, January 10, 2011

2011 Addendum

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

January 10, 2011

Mr. Travis Parry
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018-4920

RE: NOTICE TO PROCEED
Addendum C to extend Term of General Contract 2007-2008 through 2011

Dear Travis:

Enclosed is one (1) original executed Addendum C to the Professional Engineering Services General Contract 2007-2008 which extends the term to December 31, 2011. When work is needed throughout the year, we will require a fully executed proposal in writing which will be attached to this contract as an addendum.

Each addendum to this general contract will have a separate Purchase Order assigned when required. 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.

If you have any questions, please call me at 708-403-6173.

Sincerely,

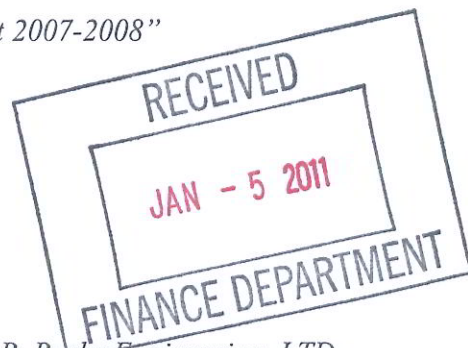
Denise Domalewski
Contract Administrator

ADDENDUM C to
"Professional Engineering Services General Contract 2007-2008"

Dated
August 16, 2007

Amended
December 1, 2009

Between
The Village of Orland Park, Illinois ("VILLAGE") and Christopher B. Burke Engineering, LTD.
("CONTRACTOR")



RE: Extend General Contract through fiscal year 2011

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement and any previously issued addenda, the provisions of this Addendum shall control.
2. In **SECTION 4: TERM OF THE CONTRACT**, of said Agreement, the sentence "This Contract shall terminate on September 30, 2008, 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" shall be stricken and replaced with "This Contract shall terminate on December 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."
3. All of the other terms, covenants, representations and conditions and certifications of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
4. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **23rd day of December, 2010**, shall be attached to and form a part of the Agreement dated the 16th day of August, 2007 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED
FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 1/6/11

FOR: THE CONTRACTOR

By: 

Print Name: Christopher B. Burke

Its: President

Date: 1/4/11

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.

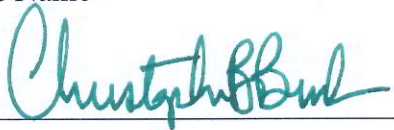
In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

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.

(Corporate Seal)

Business Name



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

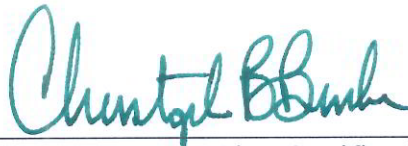
All addresses listed at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

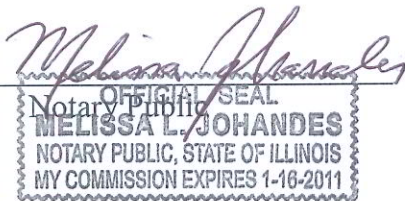
I, Christopher B. Burke, being first duly sworn certify and say
that I am President
(insert "sole owner," "partner," "president," or other proper title)

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.



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)

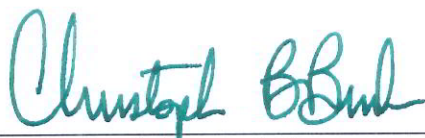
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...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)

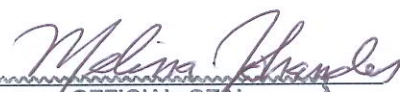
for All Projects within the Village of Orland Park to the Village of Orland Park, hereby
(General Description of Work Proposed on)

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

By: 
Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 4 Day
of January, 2011.


Notary Public
MELISSA L. JOHANDES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-18-2011

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.

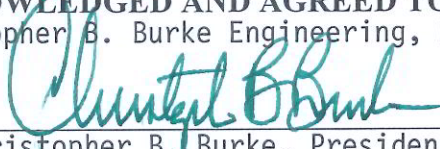
E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

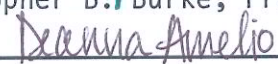
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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, 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

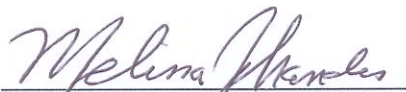
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- 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: 

Title: President

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


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