

## Clerk's Contract and Agreement Cover Page

Year: 2007      Legistar File ID#: ~~2011-0107~~ 2010-0626  
Multi Year:       Amount \$0.00

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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  
Addendum extending term thru 2010

2011 Addendum  
2.25.11 SPLEX Flooring investigation \$4250



Friday, February 25, 2011

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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

February 25, 2011

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

**RE: NOTICE TO PROCEED**  
***Sportsplex Flooring Investigation***

Dear Travis:


This notification is to inform you that the Village of Orland Park has accepted and signed the proposal dated January 10, 2011 for the Sportsplex Flooring Investigation. It is our understanding that CBBEL will coordinate the work with TSC on the Village's behalf and pay them accordingly.

Please contact Frank Stec at 708-403-6139 regarding the work.

The Village will be processing a Purchase Order for this contract/service 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 proposal dated January 10, 2011 in an amount not to exceed Four Thousand Two Hundred Fifty and No/100 (\$4,250.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: Frank Stec



VILLAGE HALL

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



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

January 10, 2011

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

Attention: Mr. Frank Stec – Director of Parks

Subject: Proposal for Professional Engineering Services for the Sportsplex  
Flooring Investigation

Dear Mr. Stec:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services related to the investigation of flooring problems being experienced at the Village of Orland Park Sportsplex recreational facility. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

#### UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that the Village has been having problems with the maple flooring system at the Sportsplex. Several areas of the flooring system have shown signs of distress including warping and/or splintering and have been repaired. Other areas of the flooring system, specifically those located under the basketball goals, are also showing signs of distress and the Village would like to determine the cause. An inspection by representatives from the Maple Flooring Manufacturers Association (MFMA) indicated observations and/or deficiencies present at the site and provided several recommendations to address them. One of the observations made by the MFMA was the failure of the anchors in these areas. The MFMA suspects that the anchor failure is being caused by pea gravel or river stones in the concrete sub-base.

CBBEL will coordinate with the Village and Testing Services Corporation (TSC) to take core samples of the concrete sub-base and sub-grade soils. The cores will allow TSC to determine the type of aggregate within the concrete sub-base, as well as the compressive strength of the concrete, whether or not a vapor barrier is present, and other vital characteristics of the base course materials that may assist in determining the root cause of the flooring problems. TSC will also run vapor emissions tests at the locations to evaluate the existing moisture present at the site. It is our understanding



that the appropriate areas of the flooring system will be removed by others prior to the testing.

**SCOPE OF SERVICES**

We propose the following scope of services to investigate the cause of the flooring problems present at the Sportsplex facility.

Task 1 – Project Coordination with TSC and Village: CBBEL will coordinate with TSC and the Village to arrange an investigation of the flooring at the Sportsplex facility. The investigation will consist of vapor emission moisture testing and coring of the sub-base and sub-grade soils. CBBEL will review the TSC report detailing the results of the coring and subsequent laboratory testing of the materials. TSC has provided CBBEL with a not to exceed fee of \$4,250 for these services. A copy of the TSC proposal is attached. There will be no additional fees by CBBEL.

Task 2 – Testing Services Corporation Proposal: TSC will perform the testing services for the investigation as outlined in the attached proposal. The services will include vapor emission moisture tests and 4” cores at each location. From the cores, TSC will determine whether a vapor barrier is present, the maximum particle size, the type of aggregate, the compressive strength of the concrete cores, the type and thickness of the base course materials and whether trapped water is present and sample sub-grade soils below the top of slab. TSC has provided CBBEL with a not to exceed fee of \$4,250 for these services.

**ESTIMATE OF FEE**

We estimate the following fees to complete the Scope of Services outlined above for the base bid program and alternates.

TASKS	AMOUNT
TASK 1 – Project Coordination with TSC and Village	\$ N/C
TASK 2 – Testing Services Corporation Proposal	\$ 4,250.00
<b>GRAND TOTAL</b>	<b>\$ 4,250.00</b>

We will bill you at the hourly rates specified on the previously accepted Schedule of Charges and establish our contract in accordance with the previously accepted General Terms and Conditions for the Village of Orland Park. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not 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. It should be emphasized 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, RE, D.WRE, F.ASCE  
President

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

BY:



Paul G. Grimes

TITLE:

Village Manager

DATE:

2/19/11



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

January 11, 2011

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

RE: P.N. 46,326  
Gym Floor Investigation  
Orland Park Sports Complex  
Orland Park, Illinois

Dear Mr. Parry:

Testing Service Corporation (TSC) is pleased to submit this proposal to investigate the gymnasium floor at the Orland Park Sports Complex. It is TSC's understanding that the hardwood floor has exhibited signs of distress including warping and splintering of the floor boards.

**Scope of Work:**

1. A 5' x 5' section of the flooring system will be removed at three (3) locations. This is to be performed by others.
2. TSC will run vapor emission moisture tests per ASTM F1869-10 at each test location (3 total). Three (3) trips will be made to the site by a Certified Technician.
3. TSC will take 4" floor cores at each test location (3 total). The following determinations are to be made from the cores.
  - Whether a visqueen vapor barrier is present at the base of the slab.
  - The maximum particle size and type of concrete aggregate.
  - Compressive strength tests will be performed on each of the cores.
  - Type and thickness of base course materials and whether trapped water is present.
  - Sample subgrade soils to  $\pm 3'-0"$  below top of slab.
4. If a visqueen vapor barrier is not encountered in the first core at each test location, up to two (2) additional cores will be taken to further investigate. On this basis up to nine (9) cores total may be required.
5. At the completion of coring and sampling the floor will be patched with quickset concrete.

Underground utility lines will have to be marked by the property owner or their agents at each test location.

**Laboratory Testing:**

The cores will be examined by a materials technician in the laboratory, who will accurately measure and describe the maximum particle size and type of concrete aggregate pavement courses. The

*Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing*

subgrade samples will be examined by an experienced laboratory soils technician, to verify field descriptions and to estimate soil classifications in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as pocket penetrometer estimates of unconfined compressive strength, as appropriate. Other tests deemed necessary by our Project Engineer may also be performed.

#### **Engineering Report:**

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data. The report will provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the purpose described in this proposal.

#### **Fees and Scope:**

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Four Thousand Two Hundred and Fifty Dollars (\$4,250.00) to provide the coring program outlined above. Our proposal is based on the understanding that: the core locations are accessible to a conventional truck-mounted drill, and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before December 31, 2011.

Should unusual soil conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the investigation, we will contact you before proceeding with any additional work. It should be noted that our estimated cost does not include plan review or earthwork and foundation excavation observations during the construction phase of the project. However, plan review and construction observation and testing costs should be included in the project budget. After the final report is delivered, any consultation, pre-construction meetings or other professional services will be covered by a separate invoice.

#### **Closure:**

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC's fees include all state and federal taxes that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, would be added to our invoice. Unless we receive written instructions to the contrary, invoices will be sent to:


Mr. Travis M. Parry, EI, CFM  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, Illinois 60018-4920  
(847) 823-0500  
(847) 823-0520  
email: tparry@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION



Michael V. Machalinski, P.E.  
Vice President

Prepared by,



Michael D. Billings  
Director of Business Development

MVM:MDB:kw

Enc:      General Conditions  
            Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(DATE)



**COST ESTIMATE**  
P.N. 46,326  
Gym Floor Investigation  
Orland Park Sports Complex  
Orland Park, Illinois

ITEM	UNITS	QTY	RATE	COST	
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Layout Crew Chief to Mark Core Locations and Arrange for Clearance of Underground Utilities	Hour	3.0	90.00	\$ 270.00
<b>OBTAIN PAVEMENT CORES</b> Includes coring with 4 inch diameter barrel, retrieving all pavement materials to maximum depth of 3 feet, taking auger samples of base course/subbase materials and split-spoons of upper subgrade.					
2.1	Core Van and One-Man Crew (Regular Time Portal to Portal)	Hour	8.0	130.00	\$ 1,040.00
2.2	Core Van and One-Man Crew (Overtime)	Hour	0.0	150.00	\$ 0.00
2.4	Bit Wear - Per Inch of Concrete Floor Slab	Inch	54.0	3.75	\$ 202.50
2.5	Patch Holes with Quick Set Concrete	Each	9	10.00	\$ 90.00
2.6	Compressive Strength Cores	Each	3	45.00	\$ 135.00
<b>VAPOR EMISSION MOISTURE TESTS (ASTM F 1869)</b>					
3.1	Certified Technician to Perform Tests	Lump Sum	1.0	1,800.00	\$ 1,800.00
<b>LABORATORY TESTING</b>					
4.1	Visual Classification and Water Content/Dry Unit Weight Determination of Core Subgrade Sample	Each	9	12.00	\$ 108.00
4.2	Sieve Analysis with Hydrometer	Each	0	85.00	\$ 0.00
4.3	Size Analysis with #200 Wash	Each	0	115.00	\$ 0.00
4.4	Atterberg Limit Determinations	Each	0	75.00	\$ 0.00
<b>ENGINEERING SERVICES</b>					
5.1	Prepare Engineering/Geotechnical Report	Lump Sum	1	600.00	\$ 600.00
5.2	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	150.00	\$ 0.00
<b>ESTIMATED TOTAL:</b>				<b>\$ 4,245.50</b>	
<b>RECOMMENDED BUDGET:</b>				<b>\$ 4,250.00</b>	



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



**TESTING SERVICE CORPORATION**

**Project Data Sheet**

**General Information:**

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

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

City / State / Zip: \_\_\_\_\_

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

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

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

Site Contact: \_\_\_\_\_

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

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

**Send Invoice To:**

Purchase Order No: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

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

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

**Important Notes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Completed By:**

Signature: \_\_\_\_\_

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

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

**Distribute Reports as Follows:**

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

Company: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

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