



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

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

January 12, 2026

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

Attention: Khurshid Hoda, Director

Subject: Proposal for Professional Services  
8801 143rd Street – Former Riviera Country Club  
Orland Park, Cook County, Illinois

Dear Mr. Hoda:

As requested by the Village of Orland Park (Village), Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional services at the site of the former Riviera Country Club located at 8801 143<sup>rd</sup> Street, Orland Park, Cook County, Illinois. This proposal includes our Understanding of the Assignment, Scope of Services and Fee Estimate.

**UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands that the Village intends to purchase the property at 8801 143<sup>rd</sup> Street, the site of the former Riviera Country Club, and subdivide the property to create separate Village and privately-owned parcels. As a part of this process, the Village would like to have a facility assessment and hazardous materials survey performed.

CBBEL plans to utilize our subconsultants, TRIA Architecture (TRIA) and Pekron Consulting, Inc. (Pekron) for these services.

**SCOPE OF SERVICES**

**Task 1 – Facilities Assessment:** TRIA will complete a Facility Assessment of the existing approximately 71,500 s.f. building to determine the condition of the existing facility and identify any repairs necessary or code violations to be addressed. TRIA will provide an assessment of Architectural, Structural, and Aquatic systems. Items and access needed by TRIA from the Village for the assessment are detailed in the attached subconsultant proposal.

**Task 2 – Hazardous Materials Assessment:** Pekron will conduct a hazardous materials survey at 8801 W 143<sup>rd</sup> Street in Orland Park, Illinois. The hazardous materials survey includes taking samples and laboratory analysis as detailed in the attached subconsultant proposal. Items and access needed by Pekron from the Village for the assessment are detailed in the attached subconsultant proposal. Pekron will provide a technical report which will include the laboratory analytical results.

Task 3 – Project Administration and Management: CBBEL will oversee and manage the subconsultants throughout the project. This includes meetings and/or conference calls with the client and subconsultants.

### **FEE ESTIMATE**

The estimated costs for the tasks provided above are as follows:

<b>TASK</b>	<b>DESCRIPTION</b>	<b>TASK COST</b>
Task 1	Facilities Assessment	\$19,850
Task 2	Hazardous Materials Assessment	\$9,700
Task 3	Project Administration and Management	\$2,955
	Direct Costs	\$1,000
<b>Total</b>		<b>\$33,505</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and will establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated here into. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and 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,



Thomas T. Burke, Jr., PhD, PE  
Executive Vice President

Encl. Schedule of Charges  
General Terms and Conditions  
TRIA Architecture Proposal  
Pekron Consulting Proposal

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026**

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those 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 Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

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 Client 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 Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, 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.

3. Changes: Client 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 Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client 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. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

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. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: 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 Client for the use of the Client. 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. The Client 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.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

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 to retain the original tapes/disks and to remove from copies provided to the Client 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 Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. 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 Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

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 Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. 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 process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement 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 him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. 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 assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. 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.
15. 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. Client 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.
16. 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".



17. 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.
18. Force Majeure: Neither Client 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.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client 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. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client 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 Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client 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 Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, 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.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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December 14 20, 2025

**VIA EMAIL**  
(8) Page(s) Inclusive  
tparry@cbbel.com

Travis M. Parry, PE, CFM, CPMSM, CPSWQ  
Senior Water Resources Project Manager  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018

Re: Village of Orland Park  
8801 143rd St. Orland Park, Orland Park, Illinois  
**Proposal for Professional Services – Facility Assessment - Revised**

Dear Mr. Parry:

It was a pleasure talking with you about the Facility Assessment project listed above. We thank you for the opportunity to work with you again. We have reviewed the project and understand the scope of services. We feel that our experience in similar projects will blend in perfectly with this project. We have described our scope of services below.

**PROJECT UNDERSTANDING:**

- I. TRIA Architecture (TRIA) will complete all Facility Assessment services for you (OWNER), as described herein. This proposal is based on the following key components:
  - A. TRIA will provide a Facility Assessment of the existing approximately 71,500 s.f. building to determine the condition of the existing facility and identify any repairs necessary or code violations to be addressed.
    1. TRIA will provide an assessment of Architectural, Structural, ~~Mechanical, Electrical, Plumbing, Fire Protection~~, and Aquatic systems.
    2. Pekron Consulting will provide an environmental assessment under a separate contract (attached).
      - a. Pekron's fee is not included in the fee schedule below.

**FACILITY ASSESSMENT SERVICES:**

- I. TRIA will survey all of the existing Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection and Aquatic systems conditions including:
  - A. Meet with department heads or key personnel (Identified by Administration) to discuss any operational concerns.
  - B. Review of building envelope including exterior walls, windows and roofing.
  - C. Identify architectural barriers that impede access to and within the facilities by people with physical disabilities based on the Illinois Environmental Barriers Act, referencing the Department of Justice's ADA Title II regulations for existing facilities.
  - D. Document any observed issues or deficiencies.
    1. All assessments are based on visual reviews of readily accessible existing conditions and do not include any disassembly, scoping,

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- televising, entering of closed areas, destructive or other form of testing.
- E. Visual assessment of existing structural systems.
    - 1. The visual observation process addresses the structural conditions that are visible and readily accessible on the day of the observation.
    - 2. The observer is not required to disassemble equipment, move furniture or other personal items, climb on roofs or enter crawl spaces with limited access, enter attics with limited headroom or which are not readily accessible, perform excavation work, energize or operate equipment which has been “shut down”, or that will not respond to commands from normal operating controls.
    - 3. No calculations or structural analyses of members or connections will be performed.
  - ~~F. Visual assessment of existing Mechanical, Electrical, Plumbing and Fire Protection systems.~~
    - ~~1. We shall identify the estimated remaining useful life and recommended timing for repair or replacement of the major MEPFP systems.~~
  - G. Visual assessment of the existing Aquatic systems including:
    - 1. A “dry” assessment will be completed with all water removed from the pool to evaluate pool finishes, deck equipment, dry filtration system, and general condition of Aquatic systems.
    - 2. The pool would need to be operable to fully assess the operating condition of the equipment to provide a comprehensive report.
  - H. A separate proposal from Pekron Consulting is attached to this proposal for an environmental assessment including testing for hazardous materials.
    - 1. Refer to attached proposal for additional details.
  - I. Not included in this proposal:
    - 1. Survey of IT or Security/Access Control Systems.
    - 2. Civil/Site/Drainage.
    - 3. Heat gain/loss load calculations and/or energy modeling.
- II. TRIA will complete a Facility Assessment report of our findings including:
- A. Identification of potential issues or deficiencies that are over \$1,000.00 for any item.
  - B. List of basic recommendations to correct the major identified issues or deficiencies.
  - C. Schematic construction cost estimates for each item.
  - D. Generic life cycle analysis of applicable items for up to 10 years from the time of the site survey.
  - E. Prioritization of all items into a five-year plan.

**GENERAL ITEMS:**

- I. The OWNER shall provide the following existing information to TRIA:
  - A. An electronic AutoCAD copy of the existing facility (also showing all utility locations, M.E.P.FP. equipment details and sizes).
    - 1. All facility covenants, rules and regulations regarding our scope of services are to be provided to TRIA prior to the start of services.
    - 2. If no AutoCAD drawings of the facility are available, TRIA can use existing .pdf floor plan images for the Facility Assessment.

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- a. The OWNER may request that TRIA convert the .pdf floor plan images of the facility into AutoCAD and then field verify the facility to provide the OWNER current floor plans in AutoCad, as per the fee schedule below.
- B. An electronic copy of the Plat of Survey of the existing property (also showing all utility locations and sizes).
  - 1. All site restraints such as deed restrictions and covenants, if any, are to be provided to TRIA prior to the start of services.
- C. Hard copies of the current facility information such as: Roof Surveys, Elevator Inspection Reports, Parking Lot Surveys, etc.
- D. Hard copies of the most current Hazardous Material reports (lead, asbestos, etc.).
- E. Plumbing/sewer jetting and televising inspection, if required.
- II. Attendance at up to one (1) site investigation/ staff survey meeting and two (2) OWNER meetings are included in this proposal.
  - A. Because of the undetermined length and amount of additional meetings the OWNER may request, TRIA will prepare any presentation materials required and attend any other meetings requested by the OWNER, on a Time-and-Material basis above and beyond this proposal, including travel.

**DESIGN PHASES:**

- I. Not Applicable.

**BIDDING PHASE:**

- I. Not Applicable.

**CONSTRUCTION OBSERVATION PHASE:**

- I. Not Applicable.

This proposal references and includes the AIA Document B101 (2017 edition) - Standard Form of Agreement Between Owner and Architect, Articles five, six, seven, eight (with the litigation option for section 8.2.4), nine and ten inclusive.

As discussed, our goal is not just to complete this project, but also to build a relationship with you so that we may fill any future design needs of yours. Please review this proposal and don't hesitate to contact me if you have any questions or require any additional information. **If this proposal is acceptable, please execute all of the yellow highlighted areas and send the entire proposal back to our office.** TRIA Architecture and I look forward to your direction and working with you and your associates.

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## **FEE SCHEDULE**

**BASE BID PROPOSAL:** Facility Assessment services as described above for a  
**Lump Sum Fee of ~~\$27,750~~ \$19,850**

### **OPTIONAL ADDITIONAL DESIGN FEES:**

- ☐ (Initial) Conversion of .pdf floor plans into AutoCAD and field verification of those documents as described above, **For an Additional Time and Material Fee.**
- If no .pdf floor plans exist, the facility will be field verified and drawn in AutoCAD.

### **2026 HOURLY RATES**

**(For work above and beyond our base scope of services listed above):**

Principal Architect	\$270.00
Associate Architect	\$215.00
Senior Project Manager	\$195.00
Project Manager	\$190.00
Senior Architect / Senior Interior Designer	\$180.00
Architect 3 / Architectural Staff 3 / Interior Designer 3	\$180.00
Architect 2 / Architectural Staff 2 / Interior Designer 2	\$170.00
Architect 1 / Architectural Staff 1 / Interior Designer 1	\$160.00
Architectural Staff	\$150.00
Graphic Designer	\$155.00
Architectural Intern / Interiors Intern	\$140.00
Administrative Assistant	\$130.00

Approved by (Sign / Print):

Title:

Date:

Sincerely,



**TRIA ARCHITECTURE, INC.**

Ronald E McGrath, AIA, **LEED AP**  
Principal Architect

REM/jp

Attachments: Proposal from Pekron Consulting dated December 1, 2025 (3 pages)

File Name: MRK.PRP.122025.CBBEL.ORLAND PARK. FA.R.docx

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**TERMS AND CONDITIONS**

- I. If TRIA is requested to perform any onsite visits during construction, the OWNER or Contractor will obtain General Liability Insurance during construction and name TRIA as additional insured.
- II. The OWNER will be responsible for all material, printing and distribution costs of progress printings, presentations, office drawings and bid documents. These will be provided through TRIA as a reimbursable expense.
- III. TRIA shall not be liable or responsible for the quality of materials, equipment and fixtures used, nor the quality of workmanship on the project.
- IV. The OWNER will provide proportional monthly progress payments throughout the project and final payment upon completion of TRIA's services for that phase.
- V. If any payment is not paid by the OWNER when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%), or the maximum legal rate, per month until paid.
- VI. TRIA reserves the right to cease all services until prompt payment of all outstanding invoices. In the event any portion of an account remains unpaid 120 days after the billing, TRIA may institute collection action and the OWNER shall pay all costs of collection, including reasonable attorney fees.
- VII. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the OWNER, and payment is due regardless of suspension or termination of this agreement by either party. Time allotted for permit revisions are deemed inconsequential to the whole project, therefore no portion of the fee will be credited if the project does not go through the permit process.
- VIII. This proposal is valid for a period of 45 days. After that period, TRIA will provide a revised proposal for any services.
- IX. If the services covered by this proposal have not been completed within 6 months of the date hereof through no fault of TRIA, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.
- X. All designs are the property of TRIA and are not to be used for any project without the expressed written consent of TRIA. The OWNER will allow TRIA full access to the site and project to be photographed for use in marketing material. The OWNER will provide a copy of the final approved permit set to TRIA.
- XI. To the fullest extent permitted by law, and notwithstanding any other provisions of this agreement, the total liability, in the aggregate, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or Agreement from any cause or causes, including, but not limited to the negligence, professional errors and omissions, strict liability, breach of contract or warranty, expressed or implied, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of TRIA's insurance proceeds available at the time of the claim.
- XII. TRIA and the OWNER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with AIA B101 (2017 edition) - Article 9.
- XIII. Hourly rates are subject to change at the beginning of every calendar year.
- XIV. TRIA reserves the right to renegotiate the fee should changes in the scope of services occur.
- XV. All reimbursables will be forwarded with a 1.1 multiplier factor.
- XVI. All additional services will proceed only on a verbal or written "as directed" basis from the OWNER.
- XVII. TRIA will not be held responsible for identifying and/or investigating any existing hazardous conditions or materials on site.
- XVIII. This assessment is not an expressed or implied warranty of any component, fixture or system.

 (Initial) The Terms and Conditions have each been individually read and agreed upon.

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December 1, 2025

Ronald McGrath  
TRIA Architecture  
901 McClintock Drive, Suite 100  
Burr Ridge, IL 60527

Re: Proposal to Perform Hazardous Material Assessment

Mr. McGrath,

Pekron Consulting, Inc. (Pekron) is pleased to submit this proposal to TRIA Architecture to conduct a hazardous materials survey at 8801 W 143<sup>rd</sup> Street in Orland Park, Illinois. The following details scope of work and proposed budgetary estimate for your consideration.

#### **SCOPE OF WORK**

Pekron will perform the following:

1. Pekron will utilize two (2) Illinois Department of Public Health (IDPH) licensed asbestos inspector to inspect and obtain bulk samples of suspect materials. Loose and flaking paint chips will be analyzed for lead paint. Suspect flooring surfaces will be sampled for mercury. Chemicals and universal wastes will be inventoried.
2. Pekron will need access to all areas of the buildings.
3. This proposal includes a budget for two hundred and forty PLM bulk samples, ten paint chip samples, and 5 bulk mercury samples. Final invoice will be billed according to actual number of samples taken.
4. Suspect materials not sampled, or inaccessible at the time of the evaluation will be presumed as asbestos containing materials (PACM) and identified in the written report.
5. Samples will be transported with a completed chain of custody to an American Industrial Hygiene Association (AIHA) accredited laboratory for analysis using approved analytical methods. Standard "routine" laboratory analysis will be performed on samples unless Pekron receives alternative instructions. Routine analysis generally provides results within five (5) to seven (7) business days following the laboratory's receipt of the samples. Pekron assumes no responsibility for delays in delivery or laboratory procedures. Should expedited sample turnaround be required, supplementary charges will apply. A breakdown of these costs will be provided and necessitate client approval before proceeding.
6. Client is responsible for providing a roofing contractor to repair any roof sampling locations, if desired. Pekron will not be responsible for any damage due to unrepaired roofing.
7. To comply with Cook County Department of Environmental Sustainability requirements for permitting, the client shall provide scaled floorplans for the buildings, for indicating the sample locations. If scaled floorplans are not provided, additional fees will apply for Pekron to generate the necessary scaled floorplans to include in the inspection report.

## TECHNICAL REPORTING OF RESULTS

Pekron will develop a technical report which will include the laboratory analytical results and will be reviewed by a Certified Industrial Hygienist (CIH) / Certified Safety Professional (CSP).

## PROPOSED BUDGETARY COST

For performance of this evaluation including all field work, laboratory costs, and technical report, Pekron proposes a budget of **\$9,700.00**.

## ADDITIONAL SERVICES OFFERING

Beyond the aforementioned service, Pekron offers a comprehensive suite of safety and health solutions that may be beneficial to your organization. These services encompass jobsite assessments and facility audits for OSHA compliance, modification and development of facility-specific safety programs, creation and delivery of employee training modules (including, but not limited to, lockout/tagout procedures, hearing conservation, and hazard communication), and performance of indoor air quality investigations and industrial hygiene exposure assessments. Should these supplementary services be deemed value-added for your operations, we would be pleased to discuss them further at your convenience.

## AUTHORIZATION TO PROCEED

We appreciate this opportunity and look forward to working with you on this project. Should you have any questions please do not hesitate to contact me at (219) 473-0600 or [rsangiacomo@pekron.net](mailto:rsangiacomo@pekron.net).

Sincerely,



Ron Sangiacomo  
Operations Manager

AUTHORIZATION TO PROCEED	
<i>TRIA Architecture</i>	<i>Hazardous Materials Inspection</i>
<hr/>	
Authorized by:	Date:
PO # for Invoicing Purposes:	

## GENERAL TERMS AND CONDITIONS

Our Agreement with you consists of these General Terms and Conditions on Proposal No. 2025-P-270

### 1.0 PERFORMANCE OF WORK

**1.1 Standard of Care.** We will conduct all services relating to this Agreement in accordance with generally accepted practice in a manner consistent with that level of care ordinarily exercised by members of the industry currently performing services specified in this Agreement in the same locality and under similar conditions of time and accessibility of improvements and information. No other representations, expressed or implied, and no warranty or guarantee is included or intended to be part of this Agreement.

**1.2 Accuracy of Measurements.** We will reference our field observations and samplings to available plant data. We will not verify the accuracy of these data unless we accept that duty in writing.

**1.3 Failure to Follow Recommendations.** If you do not follow our recommendations, you agree not to hold us liable for undesirable circumstances that may occur as a result of not following our recommendations.

**1.4 Force Majeure.** If you fail to provide us with specified facilities or information, or if you or your contractor are negligent, omit information, or cause delays, we reserve the right to renegotiate the cost and time schedule commitments of this Agreement. In addition, delays caused by incidents beyond our control—such as fires, floods, strikes, riots, explosions, adverse weather conditions, casualties, unavailability of labor or materials or services, process shutdown, acts of God, court orders, or acts, orders or regulations of any governmental agency—will prompt renegotiation of proposed costs and time schedules of this Agreement.

**1.5 Non-hiring of Employees.** For a period of one year after the completion of this Agreement, unless prior written approval has been obtained from us, you agree not to employ (either directly as an employee or indirectly as a consultant or contractor) any person who is, or has been within the previous six months, an employee of ours. Because it is difficult to establish the cost of actual damages to us that would arise out of hiring our employee, you agree to pay us liquidation damages (not a legal penalty) in the amount equal to one half of the annual compensation paid to the employee by you. You and we agree that this provision shall not be deemed or used in any way to restrain or limit the employee's pursuit of his or her trade or

profession. You and we further agree that the payment you make to us for hiring our employee will be interpreted as similar to payment made by any employer to an employment agency.

### 2.0 AGREEMENT TERMS

**2.1 Notice.** Any notice or communication required to be sent to either of the parties by the other will be deemed to have been sufficiently given when delivered in person to the other party or upon receipt of postage-prepaid, certified United States mail, or the equivalent, to your or our business address shown on the first page of our proposal in this Agreement.

**2.2 Confidentiality.** We will treat information gathered by us in connection with this agreement as confidential. We will not disclose confidential information to any unaffiliated third party. Unless you prohibit us from doing so, we may use your name in our promotional materials. When we use your name, we agree not to reference the exact services we performed or identify the facilities involved.

**2.3 Payment of Fees.** You are responsible for paying any filing or application fees, penalties, or fines to any federal, state, or local governments relating to the services we propose to provide in this Agreement.

**2.4 Assignment.** You may not assign this Agreement without our prior written consent. Consequently, we may not assign this Agreement without your prior written consent.

**2.5 Binding Effect.** Both you and we understand and agree that this Agreement is binding on both parties, respective successors, and any assigned parties.

**2.6 Severability.** The provisions of this Agreement are severable. If one (or more) of the provisions in this Agreement proves invalid or unenforceable, it (or they) will not affect the validity and enforceability of the other provisions in this Agreement.

**2.7 Governing Law.** The provisions of this Agreement will be governed by the laws of the State of Illinois.

**2.8 Survival.** All obligations that occur before this Agreement is concluded and all the conditions of this Agreement that designate responsibility or liability between you and us will continue after services are completed and this Agreement is concluded.

**2.9 Arbitration.** Unless you and we agree differently, all claims, disputes,

and other matters in question between us that arise out of or relate to this Agreement or breaking of this Agreement may be decided by the most current rules of the American Arbitration Association.

**2.10 Other Compensation.** You agree to compensate us for our reasonable expenses incurred if we are required to respond to legal processes related to our services for you that arise out of a lawsuit or a proceeding to which we are not a party.

**2.11 Limitation of Use.** We will prepare a confidential report for you. No third party may use the information contained in this report without written permission from both you and us. Our duties and obligations extend to you and to no other party. Our duties and obligations to you are not transferable to any person, corporation, or organization without the expressed written consent from both you and us.

**2.12 Payment Terms.** Payment is due within thirty (30) days of date of invoice. Payments not received within 30 days from the date billed are subject to a late charge of 1.5% per month until payment is received. All costs of collection, court costs and attorney fees incurred by Pekron Consulting in collecting past due fees shall be borne by you.

**2.13 Termination.** After you sign this Agreement, you may terminate it by providing written notice to us within seven (7) days. Accordingly, after we accept this Agreement, we may terminate it by providing written notice to you within seven (7) days. If you terminate this Agreement, you must pay us in full for all costs associated with work we performed—as well as any associated expenses and processing fees—up to the date we receive the termination notice. If we terminate this Agreement, you must pay us in full for all costs associated with work we performed—as well as any associated expenses and processing fees—as of the date we mail the termination notice.