

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2012-0149

Innoprise Contract #:

Year: 2012

Amount: \$45,000.00

Department: Development Services

Contract Type: Professional Engineering Services

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

Contract Description: Professional Transportation Engineering Services

2012-0149

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

www.orland-park.il.us



VILLAGE HALL

TRUSTEES

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

April 23, 2012

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

RE: *NOTICE TO PROCEED*
Professional Transportation Engineering Services

Dear Mr. Burke:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of April 16, 2012.

Please contact Karie Friling at 708-403-6245 regarding this work.

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

For your records, I have enclosed one (1) original executed contract dated April 4, 2012 in an amount not to exceed Forty Five Thousand and No/100 (\$45,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Karie Friling

VILLAGE OF ORLAND PARK
Professional Transportation Engineering Services
(Contract for Professional Engineering Services)

This Contract is made this 4th day of April, 2012 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Christopher B. Burke Engineering, Ltd. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

This Contract
The Terms and Conditions
The Proposal dated March 9, 2012, as it is responsive to the VILLAGE's requirements
All Certifications required by the Village
Certificates of Insurance

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

Provide professional engineering services, billed on a time and materials basis, for assistance with the management and coordination of various transportation projects as further described in the proposal dated March 9, 2012

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

TOTAL COST: Time and Materials not to exceed Forty-Five Thousand and No/100 (\$45,000.00) Dollars

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

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

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

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

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

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

DOCUMENTS.

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

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

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

To the VILLAGE:

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

To the CONTRACTOR:

Christopher B. Burke, President
Christopher B. Burke Engineering, Ltd
9575 West Higgins Road
Rosemount, IL 60018
Telephone: 847-823-0500
Facsimile: 847-823-0520
e-mail: tparry@cbbel.com

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

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the

services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

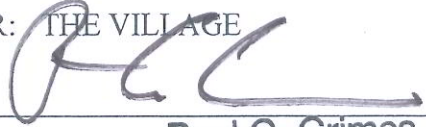
The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park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

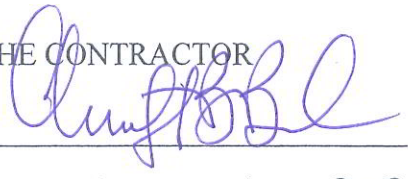
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

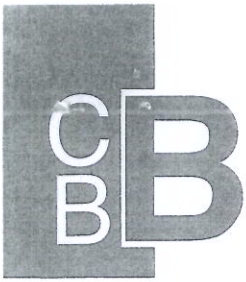
SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

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

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

FOR: THE VILLAGE
By: 
Print Name: Paul G. Grimes
Village Manager
Its: Village Manager
Date: 4/17/12

FOR: THE CONTRACTOR
By: 
Print Name: Christopher B. Burke
Its: President
Date: 4/4/12



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

March 9, 2012

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

Attention: Ms. Ellen Baer – Assistant Village Manager

Subject: Proposal for Professional Transportation Engineering Services

Dear Ms. Baer:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to the Village of Orland Park (Village) to provide professional engineering services for assistance with the management and coordination of various transportation projects. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village has a newly created Transportation Services Manager position in the Development Services Department that has not yet been filled. Until a qualified professional is found to fill the position, the Village would like CBBEL to assist them with the tasks and duties of the position centered on the coordination and management of transportation projects throughout the Village. While we understand the Village has approximately 26 projects currently underway, the Village has a number of high profile projects such as the LaGrange Road Corridor improvements that will be the focus of the position for the immediate future.

SCOPE OF SERVICES AND FEE ESTIMATE

General transportation engineering services, estimated to be about 80 hours/month, will be provided by CBBEL on a Time and Materials basis not to exceed \$15,000 per month. Transportation engineering services will include the following scope of services:

- Agency Coordination – The majority of the Village's primary transportation projects are under the jurisdiction of, or require approval from, other regulatory agencies such as the Illinois Department of Transportation or Cook County. CBBEL will assist the Village with all matters pertaining to agency coordination, including attending status meetings, review of agency submittals, preparation of agency documents, and any other tasks needed by Village staff.

- Consultant Coordination – Each of the Village’s transportation projects being designed, managed or constructed by a consultant engineer need to be managed by the Village. CBBEL will coordinate with the consultants as needed to make sure that all project submittals, timelines and goals are being met.
- Staff Meetings - CBBEL will schedule and attend regular progress meetings with the Development Services Department. CBBEL will also meet with other Village Departments as needed for project coordination and will attend other meetings as requested by Village staff.
- Status Updates – CBBEL will prepare regularly scheduled status reports for priority projects as identified by Village staff.

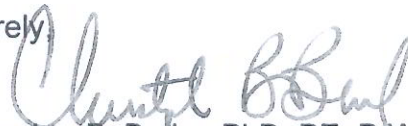
CBBEL expects that the above services will require approximately 80 hours/month. We understand that significant time involvement will be needed initially to determine the status of each priority project and work with IDOT in evaluating and meeting the needs of the Village. CBBEL and the Village will reevaluate the scope of services and fee after 90 days.

We would like to establish our contract in accordance with the previously accepted General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

It is understood that this agreement may be terminated by either party upon 60 days written notice.

Please sign both copies of the agreement and return one to us as an indication of acceptance and notice to proceed.

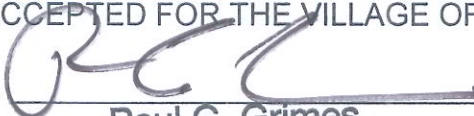
Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Encl: Schedule of Charges (2007 Rates)

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

BY: 
 TITLE: Paul G. Grimes
Village Manager
 DATE: 4/17/12

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2007

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	219
Engineer VI	192
Engineer V	157
Engineer IV	126
Engineer III	117
Engineer I/II	95
Survey V	157
Survey IV	120
Survey III	115
Survey II	90
Survey I	70
Resource Planner V	107
Resource Planner IV	101
Resource Planner III	92
Resource Planner II	84
Engineering Technician IV	120
Engineering Technician III	99
Engineering Technician I/II	91
CAD Manager	126
Assistant CAD Manager	120
CAD II	117
CAD I	91
GIS Specialist III	112
GIS Specialist I/II	63
Environmental Resource Specialist V	140
Environmental Resource Specialist IV	126
Environmental Resource Specialist III	107
Environmental Resource Specialist I/II	87
Environmental Resource Technician	82
Administrative	82
Engineering Intern	48
Survey Intern	48
Information Technician III	88
Information Technician I/II	56

Direct Costs

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

- Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2007.