



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

Contract No. 19007
(Contract No. 5-14-2010-Ext Four)

For:

Engineering Plan Review and Inspection Services

With:

**Christopher B. Burke Engineering, Ltd
9575 West Higgins Road, Suite 600
Rosemont, IL 60018**

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Christopher B. Burke Engineering, Ltd. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement is to enter into a three-year contract extension for consultant services to assist in the Village of Wilmette's ("Village") plan review and inspection process; including the review of site and grading plans for commercial and residential developments ("Engineering Plan Review and Inspection Services") per the Specification shown in Attachment One ("Attachment One") and Attachment Two ("Attachment Two") of this document. The Agreement is for the contract extension request offered by Christopher B. Burke Engineering, Ltd. ("Consultant") to the Village of Wilmette ("Village").

2. This Addendum is made pursuant to the contract extension requested November 7, 2018 attached as Attachment One. Together this Addendum, Certificate of Compliance, Attachment One and Attachment Two shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Term of Agreement. The duration of this Agreement shall be for a three (3) year period commencing on January 1, 2019 and ending on December 31, 2021.

5. Total Contract Amount. The Village agrees to pay for the Services rendered by Consultant in accordance with the Fee Schedule attached as Attachment One and incorporated fully herein by reference. The Consultant hereby acknowledges and agrees that the amounts set forth in Attachment One shall not be increased during the three-year term of this Agreement.

6. Payment. Consultant shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page 1 of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, and 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt at either AP@wilmette.com or at the above mailing address.

7. Tax exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Consultant shall not charge the Village any tax incurred by the Consultant for these services.

8. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Engineering Plan Review and Inspection Services as outlined in Attachment One and Attachment Two.

9. Coordination of Work. Consultant shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

10. Supervision of Work. Consultant shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Consultant shall be fully responsible and assumes liability

for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Consultant in the completion of the work.

11. Quality of the Work. Consultant shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Consultant performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

12. Timing of Work. The Consultant shall begin work on January 1, 2019 and the contract will expire on December 31, 2021. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

13. Limitation of Remedy. Village's liability to Consultant for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

14. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

15. No Collusion. The Consultant represents and certifies that this Contract is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

16. Licensure and Compliance with Laws. Consultant represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Consultant shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

17. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Consultant.

18. Assignment. The Contract may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

19. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Consultant</u>	<u>Village</u>	<u>with a copy to:</u>
Christopher B. Burke Engineering, Ltd	Director	Corporation Counsel
9575 West Higgins Road, Suite 600	Engineering & Public Works	1200 Wilmette Ave
Rosemont, IL 60018	711 Laramie	Wilmette, IL 60091
	Wilmette, IL 60091	

20. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

21. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Consultant shall be made, or be valid, against the Village.

22. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

23. Consultant's Insurance Requirements. At the time of execution of the Agreement, Consultant shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Consultant shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Consultant or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- c. Workers Compensation – covering all liability of the Consultant arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');

d. Umbrella Coverage, \$2,000,000 per occurrence.

e. Professional Liability –\$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Consultant under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Consultant shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Consultant shall require all subcontractors not protected under the Consultant's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Consultant. Consultant shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Consultant expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Consultant's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Consultant's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Consultant's insurance and shall not contribute with it.

24. Kotecki Waiver. Consultant (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 and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Consultant agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Village's own negligence.

25. General indemnification. To the fullest extent permitted by law, the Consultant will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Consultant, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Consultant, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or

benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

26. Intellectual Property. Consultant represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Consultant for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Consultant, Consultant's employees or Consultant's independent contractors for purposes of fulfilling the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Consultant represents and warrants that all Intellectual Property provided to the Village by Consultant will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Consultant agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Consultant will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Consultant's expense. Consultant agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Consultant's option, Consultant shall promptly either: (i) procure for the Village, at Consultant's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Consultant's expense, so that the Intellectual Property become non-infringing.

Consultant shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

27. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Consultant in their completion or pursuit of the Contract.

28. Use of Village's Name, Employee Name(s) or Images. The Consultant shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

29. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Consultant. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Consultant. Default is defined as failure of the Consultant to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Consultant shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Consultant. The Consultant will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

30. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

31. Change in Status. The Consultant shall notify the Village immediately of any change in its status resulting from any of the following: (a) Consultant is acquired by another party; (b) Consultant becomes insolvent; (c) Consultant, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Consultant ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Consultant immediately on written notice based on any such change in status.

32. Subletting of Contract. The Consultant may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Consultant and shall be subject to approval by the Village. Consultant shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Consultant and Consultant shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Consultant.

Consultant shall be fully responsible to the Village for any and all acts and omissions of the Consultant's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Consultant.

In no case shall such consent relieve the Consultant from its obligation or change the terms of the contract. At all times the Consultant shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Consultant.

33. Illinois Freedom of Information Act. Consultant agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village

issues notice of such request. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Consultant's actual or alleged violation of the FOIA or Consultant's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Consultant request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Consultant's request to utilize a lawful exemption to the Village.

34. Conflict of Forms. In the event of a conflict between the terms in this Addendum and the Attachments to the Addendum, the terms of the Addendum shall control.

35. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.


36. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Consultant have hereunto set their hands to this Contract on the ____ day of _____, 2019.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this ____ day of _____, 2019

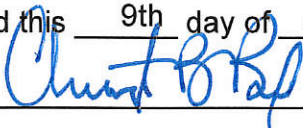

Robert T. Bielinski, Village President

Attest: 
Timothy J. Frenzer, Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this 9th day of January, 2019


By _____ President
Position/Title


By _____ Executive Vice President
Position/Title

Christopher B. Burke Engineering, Ltd.

Print Company Name

An officer duly authorized should sign and attach corporate seal

CERTIFICATION OF COMPLIANCE

DESCRIPTION: Engineering Plan Review and Inspection Services

Christopher B. Burke Engineering, Ltd, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES



BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.



SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).



PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.



EQUAL PAY ACT: Engineers, Consultants, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*



CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."



DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) ET. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:

- a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Engineer's workplace.
- b) Specifying the actions that will be taken against employees for violations of such prohibition.
- c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2) Establishing a drug free awareness program to inform employees about:

- a) the dangers of drug abuse in the workplace;
- b) the grantee's or Engineer's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) The penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
 - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
 - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
 - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

☒ NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.



EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as May from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX

☐ There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

☐ There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

☒ We have a good safety record with OSHA.

☐ We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: 
(Signature)

By: Michael E. Kerr
(Print Name)

D/b/a Christopher B . Burke Engineering, Ltd.

Business address: 9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Business Phone #: 847-823-0500

Cell Phone #: 847-878-4967

E-Mail Address: mkerr@cbbel.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	CONTACT NAME: Shawna Zamora	
	PHONE (A/C, No, Ext): (847) 463-7120	FAX (A/C, No): (847) 440-9127
INSURED CHRIBBU-01 Christopher B. Burke Engineering, LTD 9575 W. Higgins Road Suite 600 Rosemont IL 60018	E-MAIL ADDRESS: szamora@assuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Surplus Lines Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:** 1971620301**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		SLSLPRO26220018	5/1/2018	5/1/2019	Each Occurrence \$2,000,000 General Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract number 5-14-2010-Ext. Four - Contract No. 19007

The limits shown above are for the entire practice policy and are not dedicated to this project. - Proof of Insurance Only

CERTIFICATE HOLDER**CANCELLATION**Village of Wilmette
1200 Wilmette Avenue
Wilmette IL 60091

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477		CONTACT NAME: Gail Pope PHONE (A/C, No, Ext): (708) 429-3100 FAX (A/C, No): (708) 429-3105 E-MAIL: Gail.Pope@DonneInsurance.com ADDRESS:	
INSURED Christopher B. Burke Engineering Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018		INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Ins Co INSURER B: The Travelers Ind Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2018-2019

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability	Y	Y	680-3H482979	10/15/2018	10/15/2019	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER								
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	BA-6760L521	10/15/2018	10/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	Y	Y	CUP-2C769665	10/15/2018	10/15/2019	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	UB-7J091851	10/15/2018	10/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract No. 19007 (Contract No. 5-14-2010-Ext Four- Additional Insured: Village of Wilmette. General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation, in any contract or agreement requiring insurance. Workers compensation policy includes waiver of subrogation. Automobile liability policy includes blanket additional insured status and waiver of subrogation. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Village of Wilmette 1200 Wilmette Avenue Wilmette IL 60091-0040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William A. Donne</i>
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COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

ATTACHMENT ONE
CONSULTANT'S CONTRACT EXTENSION REQUESTED DATED 11/07/2018



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 7, 2018

Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Attention: Jorge Cruz

Subject: Contract for Review Services
Extension Through 2021
(CBBEL Project No. 100278)

Dear Jorge:

It has been our pleasure to serve as the consulting engineer for the Village of Wilmette providing on-call review services since 2010. In that time, we have reviewed several commercial and multi-family projects and over 300 new single-family homes. Our rates for review and inspection have not changed since our last contract extension in 2016.

With this letter, we respectfully request an increase in rates of approximately 5% for the three-year contract extension. This extension would be effective from January 1, 2019 through December 31, 2021. Attached is a proposed rate schedule for reference.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

Attachment

**VILLAGE OF WILMETTE
CONTRACT NO. 5-14-2010 EXTENSION FOUR**

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

New Single Family Home Review and Inspection
Deposit Collected by Village is \$770

	Task	Fee
1	Grading Plan (1 st Submittal)	\$165
2	Grading Plan Resubmittal	\$110
3	Tree Canopy Review	\$110
4	Top of Foundation	\$110
5	Stormwater	\$110
6	Pre-Sod Inspection	\$110
7	Grading Final Inspection And As-Built Survey First Review	\$165
8	As-Built Survey (resubmittal only)	\$110
9	Tree Compliance	\$110
10	Meetings/Misc.	Hourly Rates

Multi Family, Commercial, and Other Development

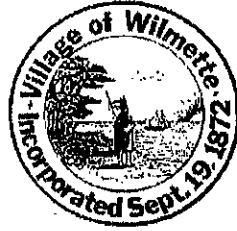
	Task	Fee
1	Review of Site Engineering (1st Review)	\$1,325
2	Review of Site Engineering (Re-Submittals)	\$665
3	Construction Observation/Inspection	Hourly Rates

GENERAL PERMIT SERVICES (HOURLY RATES)

Staff Category	Hourly Rate
Engineer V (Dept. Head)	\$145/HR
Engineer IV (Senior Civil Engineer)	\$130/HR
Engineer III (Project Engineer)	\$100/HR
Administrative Staff	\$75/HR



ATTACHMENT TWO
Contract No 5-14-2010



VILLAGE OF WILMETTE

1200 WILMETTE AVENUE

WILMETTE, ILLINOIS 60091-0040

CONTRACT #5-14-2010

For:

2010 to 2012 - PERMIT REVIEW SERVICES

With:

Christopher B. Burke Engineering Ltd

9575 West Higgins Road

Suite 600

Rosemont, IL 60018

Michael E. Kerr, Exec. VP

847-823-0500

847-823-0520 fax

847-878-4967 cell

mkerr@cbbel.com

Description:

The VILLAGE OF WILMETTE requires outside consultant services to assist in the VILLAGE'S Permit Review Process. These services will include:

- 1) Reviewing site and grading plans for commercial and residential developments. This work will be paid for on a "Per Permit" basis.
- 2) Supplementing VILLAGE staff during peak Permit seasonal activity and vacation periods. This work will be paid for on an hourly basis rate.

The VILLAGE is entering into a three year contract for these services with the firm **Christopher B. Burke Engineering Ltd.**

**PROFESSIONAL SERVICES AGREEMENT
PERMIT REVIEW SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this **27th day of July, 2010**, by and between **Christopher B. Burke Engineering Ltd.**, as located at 9575 W. Higgins Rd, Rosemont, IL 60018 (hereinafter referred to as the "Consultant"), and the **Village of Wilmette**, an Illinois home rule municipal corporation whose mailing address is 1200 Wilmette Avenue, Wilmette, Illinois, 60091, (hereinafter referred to as the "Village")(collectively the "Parties").

WHEREAS, the Village sought proposals from various vendors to provide inspectional services and plan reviews;

WHEREAS, the Consultant submitted a proposal, dated **May 13, 2010 and revised on June 28, 2010 (Attachment One)**, to perform such inspectional services and plan reviews for the Village;

WHEREAS, based upon the apparent competence and experience of Consultant as presented, the Village selected the Consultant to perform the services sought; and,

NOW THEREFORE, in consideration of the recitals, mutual covenants and representations set forth in this Agreement, the Parties do mutually agree that Consultant shall perform the Services described herein, and the Village shall pay Consultant for said performance, under the following terms and conditions:

SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa, and pronouns stated herein shall be construed to include all genders.

A. The term "Agreement" shall include the recitals set forth above and shall mean the entire Integrated agreement between the Consultant and the Village setting forth the terms and conditions governing the Services.

B. The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village, Village property, and user information, including, without limitation, any information pertaining to usage of the Village's computer system, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant without restriction after the Time of Disclosure by a third party who is under no obligation to the Village to maintain such information in confidence.

C. The term "Consultant" shall mean **Christopher B. Burke Engineering Ltd, or CBBEL**, an Illinois corporation, its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf or at its direction.

D. The term "Subcontractor" means the person, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing or supplying on its behalf, or at its direction) having a contract with the Consultant for the performance of any portion of the Services.

E. The term "Proposal" shall mean the proposal dated **May 13, 2010 and revised on June 28, 2010** to provide inspectional services and plan reviews submitted by Consultant to the Village (said Proposal is attached hereto as **Attachment One** and incorporated herein by reference as if fully stated).

F. The term "Services" shall mean residential and commercial plan review and inspectional services for site grading and general civil site plans to ensure compliance with the Village Code and standard engineering methods

G. The term "Village" shall mean the **Village of Wilmette**, an Illinois home rule municipal corporation, its officers, directors, trustees, authorized representatives and employees.

SECTION 2. TERM OF AGREEMENT.

The duration of this Agreement shall be **for a period of three (3) years, commencing on September 1, 2010**. Absent any event other than the passage of time or the giving of notice, this Agreement shall remain in full force and effect **through its expiration on August 31, 2013**.

SECTION 3. SCOPE OF SERVICES

A. **Services.** Consultant agrees to perform the Services set forth in the Proposal in accordance with the terms and conditions of this Agreement. Consultant shall provide the Services on behalf the Village on an as-requested basis. The Village makes no guarantee as to the number or amount of Services that Consultant may be requested to perform during the term of this Agreement. Nor does the Village have any obligation under this Agreement to provide Consultant with any specific number, level, or type of Service to be performed.

B. **Consultant's Representative.** Consultant shall designate an individual who must be available and who will serve as the Consultant's authorized representative throughout the term of the Agreement and who shall be readily available to respond to communications from the Village. This representative shall be subject to receive instructions and shall have full authority to execute the directions of the Village, without delay, and promptly supply any necessary labor, equipment, or incidentals to do so. Consultant shall also provide the Village with the name and phone number of the Consultant's representative who, in the case of an off-hours emergency, can be readily accessible and available for quick response. Consultant shall immediately notify the Village in writing of any change in the identity and telephone number of the Consultant's representative.

C. **Reporting.** Throughout the term of this Agreement, the Consultant shall regularly, but no less than twice per month, report to the Director of Engineering Services or their designee regarding the progress of the Services.

D. **Identification.** Consultant's personnel responsible for carrying out the Services shall be issued Villages badges that identify the individual as an **CBBEL** employee working on behalf of the Village. Consultant's personnel shall wear the Village-issued identification badges at all times they are performing Services within the Village.

E. **Electronic Reporting.** In addition to providing the Village with paper copies of any plan review comments, inspection reports, data, or results; Consultant shall, to the extent possible, submit inspection documentation to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for both Parties.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT

A. Agreement Amount.

1. The Village agrees to pay for any Services rendered by Consultant in accordance with the Fee Schedule attached to this Agreement as **Attachment One** ("Contract Pricing and Documentation") and incorporated fully herein by reference. The Consultant hereby acknowledges and agrees that the amounts set forth in **Attachment One** shall not be increased at any time during the three-year term of this Agreement.

2. The amounts set forth in **Attachment One** include all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment by Consultant of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

B. Invoices and Payment.

1. Consultant shall submit invoices to the Village no more than once per month. For each individual who performed Services during the period covered by the invoice, the invoice shall provide a detailed breakdown of the amount billed, including the name, title, hours worked, hourly rate, nature of the services rendered and the relevant site address.

2. The Village agrees to make payments to the Consultant and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act.

C. Records. The Consultant shall maintain records consistent with the Schedule of Fees as shown in **Attachment One**, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that written notice pursuant to this Section shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and that any changes in the Agreement Amount shall be valid only upon written amendment signed by both Parties pursuant to Section 12.A. of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. **Additional Services.** The Consultant acknowledges and agrees that in no event shall the Village be liable for any fees or costs incurred by the Consultant in connection with any Services provided by the Consultant that are outside of, or exceed, the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

SECTION 5. PERSONNEL; SUBCONTRACTORS.

A. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services identified in **Attachment One**. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

B. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved **in advance by the Village in writing**. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

C. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 6. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS

A. **No Disclosure of Confidential Information.** The Consultant acknowledges that it shall, in performing these Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. **Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.**

B. **Document Ownership.** The Parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Consultant in the performance of Consultant's duties under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the Village and shall be provided to the Village by Consultant upon request of the Village, or the suspension or termination of this Agreement so long as the Village has paid all amounts due under the terms of this Agreement. Notwithstanding the foregoing, upon request of the Village at any time, or the suspension or termination of this Agreement, Consultant shall promptly return to the Village all documents provided to Consultant by the Village during the performance of the Services.

C. **News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

SECTION 7. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services.

1. The Consultant represents and certifies that the Services shall be performed in accordance with the generally accepted standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

2. The Consultant represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the term of the Agreement, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

B. Indemnification.

1. To the **fullest extent permitted by law**, Consultant shall defend, hold harmless, and indemnify the Village, their corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from the performance under this Agreement by Consultant, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Contractor's behalf, including but not limited to (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) acts, omissions or willful misconduct; and, (c) failure to comply with the terms, conditions, representations, or warranties contained in the Agreement. In connection with any such liabilities, the Village, their officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice and Consultant shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Agreement shall in no way limit the extent of Consultant's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

2. **Kotecki Waiver.** Consultant (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 and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Consultant agrees to Indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Village's or own negligence.

C. **No Personal Liability.** No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 8. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. Consultant's role with respect to the Services is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee, principal and agent, partners, or joint ventures. Consultant shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village. Nothing herein shall be construed as incurring for the Village any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the Village if the Village and the Consultant were standing in an employer/employee relationship.

B. Conflict of Interest.

1. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

2. Consultant agrees to perform no professional services during the term of the Agreement for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village without notification to the Village prior to rendering services. Consultant agrees to provide the Village with written notification whenever the Services provided under this Agreement shall require Consultant to review or inspect work performed by any other firm or corporation for whom Consultant is or has within the previous twelve (12) months provided professional services, or with any of Consultant's partners or principals have a financial interest.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

E. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. These

documents shall be furnished to the Consultant without cost or expense to the Consultant. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

SECTION 9. INSURANCE.

A. During the term of this Agreement, or any extended term, Consultant shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the services hereunder by Consultant. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Comprehensive General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
2. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation'); and,
4. Umbrella Coverage - \$2,000,000 per occurrence.

B. Upon execution of this Agreement, Consultant shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as an additional insured on all required insurance policies except the policy for professional liability.

1. All insurance required herein of Consultant shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

2. Consultant shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Consultant. **Consultant shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.**

3. Consultant expressly understands and agrees that any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Consultant's responsibility to indemnify, keep and save harmless and defend the Village, their officers, agents, employees, representatives and assigns. Consultant's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Consultant's insurance and shall not contribute with Consultant's insurance coverage.

SECTION 10. COMPLIANCE WITH LAWS AND GRANTS.

1. **Licenses and Approvals.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services.

2. **Compliance with Laws.** Contractor shall comply with any and all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act (OSHA) standards, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, Smoke Free Illinois Act; USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Wilmette.

3. **Equal Opportunity Employer.** Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.. Consultant certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by State law and IDHR Regulation, the Equal Opportunity clause is incorporated by reference as though fully set forth herein.

SECTION 11. DEFAULT AND TERMINATION OF SERVICES.

A. Termination.

1. Notwithstanding any other provision hereof, either Party may terminate this Agreement at any time upon 30 days written notice to the other Party. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Fee Schedule.

2. Costs incurred by Consultant subsequent to the receipt of any notice of termination and before the termination date will be reimbursed by the Village only if, prior to the effective termination date, the Village receives from Consultant a list of actions that are necessary to perform and the Village agrees in writing that those actions be taken. Consultant shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

B. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any

other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

C. **Additional Events of Default.** Consultant shall also be deemed in default if the Consultant: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Consultant or for any of the Consultant's property on account of the Consultant's insolvency, and the Consultant or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient appropriately skilled personnel; 3) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.

SECTION 12. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed in accordance with all applicable statutory procedures by both the Village and the Consultant and dated on the same date as, or later date than, the date of this Agreement.

B. **Assignment.** Consultant shall not assign this Agreement or any portion thereof without the prior approval of the Village, said approval shall not be unreasonably withheld. The merger, consolidation, or liquidation of Consultant or any change in the ownership of or power to vote 33 and 1/3% or more of Consultant's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment; provided however, that the transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Consultant's capital stock or who are employees of Consultant, shall not constitute an assignment.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as

evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and Communications to the Village shall be addressed to, and delivered at, the following address:

Village of Wilmette

1200 Wilmette Avenue

Wilmette, Illinois 60091

Attention: Brigitte Mayerhofer, Engineering Manager

With a copy to:

Raysa & Zimmermann, LLC

22 S. Washington Avenue

Park Ridge, IL 60068

Attention: Michael F. Zimmerman, Corporation Counsel

Notices and Communications to the Consultant shall be addressed to, and delivered at, the following address:

Christopher B. Burke Engineering Ltd

9575 West Higgins Road

Suite 600

Rosemont, IL 60018

Attention: Michael E. Kerr, Exec. VP

With a copy to:

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. **Governing Law.** For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

J. **Authority to Execute.**

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

L. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

M. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience of reference and are not intended to define, limit, extend, or describe the scope or intent of this Agreement.

N. **Exhibits.** Exhibits A through B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

O. **Rights; Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

P. **Waiver.** The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce

and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

Q. Survival. The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

R. Counterpart Execution. This Agreement may be executed in two (2) counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Additional Information:

Key VILLAGE contacts for the administration of this contract are listed below:

Brigitte Mayerhofer, Engineering / 847-853-7628

Stephen Lazarus, Procurement Specialist - Finance / 847-853-7619

Village of Wilmette, 1200 Wilmette Ave, Wilmette, IL 60091

Contract Execution:

IN WITNESS WHEREOF, this Contract may be executed in two (2) counterparts, each one of which shall be deemed an original.

FOR: THE VILLAGE OF WILMETTE

Accepted this 30th day of August, 2010

By: _____

Christopher S. Canning, Village President

Attest: _____

Terrence C. Porter, Village Clerk

FOR: CHRISTOPHER B. BURKE ENGINEERING, LTD

Accepted this 28th day of July, 2010.

Christopher B. Burke Engineering, Ltd. (Corporate Seal)

(Corporation Name)

By _____

(Name of person authorized to sign)

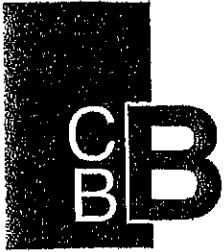
GRACE V. P.

(Title)

Attest _____

(Secretary)

ATTACHMENT ONE: CONTRACT PRICING & DOCUMENTATION



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

May 13, 2010
Revised June 28, 2010

Village of Wilmette
1200 Wilmette Avenue
Wilmette, Illinois 60091

Attention: Stephen Lazarus, Procurement Specialist
Subject: **Proposal for Professional Engineering Services
Permit Review Services**

Dear Mr. Lazarus:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for on call engineering services for permit reviews. It is our understanding that the services are for review and site inspections for new single family homes and significant additions, and for commercial developments. CBBEL is uniquely qualified to provide these engineering review services to the Village of Wilmette. Our staff which would be assigned to work on this has reviewed well over 1,000 single family homes and hundreds of commercial developments. All of the engineering staff are licensed Professional Engineers in Illinois and are also Certified Floodplain Managers. The following is our scope of services and schedule of fees.

SCOPE OF SERVICES

Single Family Homes – CBBEL will provide review and inspection of new single family homes, and existing single family homes undergoing substantial expansion. The following tasks will be included in our fee:

- Upon notice from Village staff, CBBEL will pick up permit submittals at the Village.
- Conduct site visit and take digital pictures
- Review site plan and site grading plan for compliance with Village Code and standard engineering methods and provide letter of findings (approval, conditional approval, or comments to be addressed)
- Review revised submittals as necessary
- Review/Inspection of top of foundation
- Review of "As Graded" Survey and site inspection prior to sod
- Final inspection of site after placement of sod

It is anticipated that all plan reviews will be completed in five working days or less and in no case would the turn around be greater than ten working days. For foundation and pre-sod inspections we will strive to complete the inspection in two working days and in no case

greater than five days. Final inspections after sod will be targeted for less than five days, and no greater than ten working days. At CBBEL, we understand the sense of urgency to start construction and secure occupancy upon completion for the future homeowner and resident.

Commercial Permit Review – CBBEL will provide plan review services for commercial developments. Review will be for compliance with Village Code and standard engineering methods, including:

- Site Inspection and digital pictures
- Grading and Stormwater
- Sanitary and water service
- Site access and circulation, parking and paving
- Landscaping and Signage
- Sediment and Erosion Control

General Permit Services – CBBEL will provide on call general permit review and inspection services for the following tasks:

- Right-of-way permit review and inspection
- Grading permit review and inspection for small projects including detached garages, landscaping, drainage improvements, and small additions.
- Requested meetings for single family and commercial reviews

SCHEDULE OF FEES

We propose the following schedule of fees for the tasks detailed above:

- **Single Family Homes-**

- Grading Plan (1st Submittal including site visit and review) \$150.00*
 - Grading Plan (Resubmittal) \$100.00
 - Foundation Spot Survey/Inspection \$100.00
 - Review "As Graded" Survey and Pre-Sod Inspection \$150.00
 - Final Inspection (Post Sod) \$100.00
 - Re-Inspection \$100.00

*Add \$100.00 for properties with flood plain per FEMA FIRM

- **Commercial Properties-**

- Initial Plan Review and Site Inspection \$1,200.00
 - Review of Re-Submittals \$600.00 (per submittal)

- **General Permit Services-**

- Services for this task will be billed on an hourly basis in accordance with the following rates:

- Engineer V (Department Head, Assistant Department Head) \$130.00
 - Engineer IV (Senior Civil Engineer) \$120.00
 - Engineer III (Project Engineer) \$90.00
 - Administrative Staff \$70.00


Upon selection by the Village of Wilmette, CBBEL will provide a certificate of insurance as detailed in the Request for Information.

We also certify that we have a written sexual harassment policy in full compliance with state statutes, are not delinquent in the payment of any tax administered by the Illinois Department of Revenue, and are in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing.

We will bill you based on the above Schedule of Fees. CBBEL agrees to hold the above Schedule of Fees for a period of three years from the contract award. We establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding 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, PE, D.WRE, F.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

END OF DOCUMENT