

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2010-0015

Multi Year: ☒

Amount \$84,000.00

Contract Type:

Professional Services

Contractor's Name:

Christopher B. Burke Engineering Ltd

Contractor's AKA:

Execution Date:

2/8/2010

Termination Date:

12/31/2011

Renewal Date:

12/31/2010

Department:

Development Services/Building

Originating Person:

Karie Friling

Contract Description: Development Services Monthly Retainer 2010

Addendum 2011 - \$78,000 (\$6500/month) (2010-0626)

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

January 25, 2011

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

RE: NOTICE TO PROCEED
Monthly Retainer Contract for General Engineering Services Fiscal Year 2011

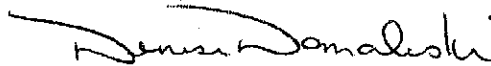
Dear Travis:

This notification is to inform you that the Village of Orland Park has received all necessary documents to continue the above stated engagement for fiscal year 2011.

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

For your records, I have enclosed one (1) original executed addendum dated January 20, 2011 in an amount not to exceed Six Thousand Five Hundred and No/100 (\$6,500.00) Dollars per month. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Contract Administrator

cc: Karie Friling
Ed Wilmes



VILLAGE HALL

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

MAYOR
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Patricia Gira

January 20, 2011

Christopher Burke
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Rd. - Suite 600
Rosemont, IL 60018

NOTICE OF AWARD – Monthly Retainer 2011

Dear Mr. Burke,

This notification is to inform you that on January 4, 2011, the Village of Orland Park Board of Trustees approved renewing the Retainer Services contract with Christopher B. Burke Engineering Ltd. in accordance with the proposal you submitted dated October 27, 2010 for General Engineering Services on a monthly basis for an amount not to exceed Six Thousand Five Hundred and No/100 (\$6,500.00) Dollars.

Attached is the addendum extending the contract for fiscal year 2011. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the addendum and one original executed Contract will be returned to you along with a signed proposal. Note that the contract term is January 1, 2011 through December 31, 2011. All certifications and insurance currently on file with the Village are applicable to this agreement.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at the Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Denise Domalewski
Contract Administrator

cc: Karie Friling
Ed Wilmes
Travis Parry

ADDENDUM to
Retainer Services Contract

Dated
February 8, 2010

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

WHEREAS, on February 8, 2010, a certain Agreement regarding Retainer for Professional Engineering Services between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to execute its option to extend the term of the agreement for fiscal year 2011 based on the proposal dated October 27, 2010;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** shall be stricken in its entirety and replaced with the following:

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

Provide professional engineering services as outlined in the proposal dated October 27, 2010

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

TOTAL COST: a retainer fee of Six Thousand Five Hundred and No/100 (\$6,500.00) Dollars per month. Any services exceeding the estimated 65 hours per month shall be billed on a time-and-materials basis in accordance with the Schedule of Standard Charges, January 2007.

Development Plan Reviews will be billed on a time-and-materials basis in accordance with the Schedule of Standard Charges, January 2007."

3. In **SECTION 4: TERM OF THE CONTRACT:** of said agreement, the words "This Contract applies to the 2010 fiscal year. The WORK shall commence January 1, 2010 and continue expeditiously for one (1) year until December 31, 2010" shall be stricken in their entirety and replaced with "This Contract applies to the 2011 fiscal year. The WORK shall commence January 1st and continue expeditiously for one (1) year until December 31st."

ADDENDUM to
Retainer Services Contract

Dated
February 8, 2010

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

4. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
5. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **20th day of January, 2011**, shall be attached to and form a part of the Agreement dated the 8th day of February, 2010 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR THE VILLAGE

By: _____

Paul G. Grimes

Print Name: **Village Manager**

Its: Village Manager

Date: 1/24/11

FOR THE CONTRACTOR

By: _____

Print Name: **Christopher B. Burke**

Its: **PRESIDENT**

Date: 1/21/11

October 27, 2010

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

Attention: Karie Friling – Director of Development Services

Subject: Professional Engineering Services – Village Engineer

Dear Ms. Friling:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to continue to perform professional engineering services for the Village of Orland Park (Village). This proposal supersedes the previous CBBEL proposal that was dated October 7, 2009. We understand that the Village and CBBEL can continue this agreement each year and that the billing rates and monthly retainer can be revised before the next year of service. This proposal is for professional engineering services beginning in January 2011 and ending December 2011.

CBBEL understands that we will be providing general engineering services; preliminary and final plan review; inspection for proposed developments, special studies upon request by the Village and answering certain questions from developers and residents directed to CBBEL from Village staff.

GENERAL ENGINEERING

General engineering will be provided by CBBEL for a monthly retainer of \$6,500. General engineering will include the following:

- Undertaking investigations of minor civil engineering and traffic engineering matters and review of drainage complaints, as requested by Village staff. These investigations will be limited to four hours/occurrence. Tasks requiring more than four hours will be paid for on a time-and-materials or proposal basis (approximately 23 hours/month).
- Attending weekly meetings with Development Services and Public Works Department staff (approximately 27 hours/month).

- Preparation of monthly status reports (approximately 5 hours/month).
- Phone calls from developers and residents (approximately 10 hours/month)

CBBEL understands that the above services will require approximately 65 hours/month. In the event that the time required to provide these services consistently and significantly exceeds 65 hours/month, CBBEL will bill the Village for additional services approved by the Village on a time-and-materials basis in accordance with the attached Schedule of Charges. Attendance at Plan Commission Meetings, Council Meetings, and Committee of the Whole Meetings will be billed on a time-and-materials basis.

DEVELOPMENT PLAN REVIEW AND INSPECTION

CBBEL will provide preliminary and final plan review for all submittals that the Village requests us to review. The reviews and inspections will be billed on a time-and-material basis in accordance with the attached Schedule of Charges. If the projects submitted to the Village have not received preliminary and final engineering approval within 90 days of the initial submittal date, CBBEL will submit an invoice to the Village for the time and materials incurred during the first 90 days of the review process. In the case of projects where the review process continues beyond a second 90 day period, CBBEL will submit invoices as necessary in 90 day intervals until the completion of the review process.

CAPITAL IMPROVEMENTS (IF NEEDED)

Engineering for the Village's Capital Improvement Program will consist of Phase I – Preliminary Engineering, Phase II – Preparation of Contract Documents, and Phase III – Construction Observation or any combination thereof.

Due to the wide range of complexity and scope of these types of projects, each project will be negotiated separately based on the attached Schedule of Charges and the man-hours required to perform the scope of services. It should be noted that CBBEL will continue to bill the Village based on 2007 rates. For capital improvement projects, CBBEL will bill the Village for actual costs associated with reproduction and testing services.

For other miscellaneous services we will bill you at the hourly rates specified on the attached Schedule of Charges up to a not-to-exceed fee agreed upon by the Village.

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

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

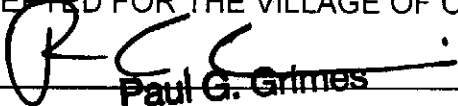
Please sign both copies of the agreement and return one to us as an indication of acceptance and notice to proceed.

Sincerely,

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

Encl: Schedule of Charges (2007 Rates)
General Terms and Conditions

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

BY:  _____
TITLE: _____
DATE: 1/24/11