

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0742

Innoprise Contract #: C14-0011

Year: 2014

Amount: \$102,000.00

Department: Dev Services/PW

Contract Type: Addendum **B** to Monthly Retainer Contract 2/8/2010

Contractors Name: Christopher B Burke Engineering Ltd

Contract Description: Addendum **B** to Monthly Retainer Contract dated 2/8/10

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

March 24, 2014

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 2014

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 2014.

The Village has processed Purchase Order #14-000789 for this service and it emailed it to you. 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 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 March 5, 2014 in an amount of Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollars per month. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Karie Friling
Melissa King

ADDENDUM D to
Retainer Services Contract

Dated
February 8, 2010

Amended
January 20, 2011
February 17, 2012
December 17, 2012

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, on January 20, 2011, Agreement was amended to extend the term through December 31, 2011; and

WHEREAS, on February 17, 2012, Agreement was amended to extend the term through December 31, 2012; and

WHEREAS, on December 17, 2012, Agreement was amended to extend the term through December 31, 2013; and

WHEREAS, the Village wishes to execute its option to extend the term of the agreement for fiscal year 2014 based on the proposal dated December 6, 2013;

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:** The words "*Provide professional engineering services as outlined in the proposal dated November 2, 2012*" shall be stricken in their entirety and replaced with "*Provide professional engineering services as outlined in the proposal dated December 6, 2013.*"
3. In **SECTION 4: TERM OF THE CONTRACT:** of said agreement as amended March 5, 2014, the words "This Contract applies to the 2013 fiscal year" shall be stricken and replaced with "This Contract applies to the 2014 fiscal year."

ADDENDUM D to
Retainer Services Contract

Dated
February 8, 2010

Amended
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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 **5th day of March, 2014**, shall be attached to and form a part of the Agreement dated the 8th day of February, 2010 including all previously executed amendments shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: _____

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 3/10/14

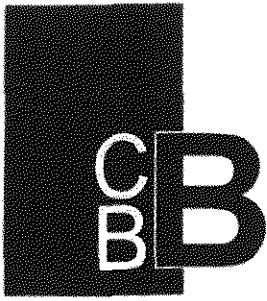
FOR: THE CONTRACTOR

By: _____

Print Name: CHRISTOPHER B. BURKE

Its: PRESIDENT

Date: 3/5/14



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 6, 2013

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

Attention: Kurt Corrigan – Transportation and Engineering Manager

Subject: Professional Engineering Services – Village Engineer

Dear Mr. Corrigan:

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 November 2, 2012. 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 2014 and ending December 2014.

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 services will be provided by CBBEL for a monthly retainer of \$8,500. The retainer estimate is based on the cost of services performed for the Village this year and detailed in the 2013 Billing Summary Memorandum prepared for Village staff. General engineering services 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 33 hours/month).
- Attending weekly meetings with Development Services and Public Works Department staff (approximately 32 hours/month).
- Preparation of monthly status reports (approximately 8 hours/month).

- Phone calls from developers and residents (approximately 12 hours/month)

CBBEL expects that the above services will require approximately 85 hours/month. In the event that the time required to provide these services consistently and significantly exceeds 85 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, Board Meetings, and Committee 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, including projects utilizing alternative funding sources including but not limited to Federally funds, will consist of Phase I – Preliminary Engineering, Phase II – Preparation of Contract Documents, and Phase III – Construction Observation or any applicable 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 (NOTE: If Federal funds are involved CBBEL will utilize wage rates and a burden and overhead multiplier approved by the Illinois Department of Transportation). For capital improvement projects, CBBEL will bill the Village for actual costs associated with reproduction and testing services.

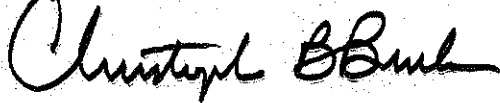
For other miscellaneous services we will bill you at the hourly rates specified on the attached Schedule of Charges up to a not-to-exceed fee agreed upon by the Village.

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, Dist.M.ASCE
President

Encl: Schedule of Charges (2007 Rates)

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

BY:


Paul G. Grimes

TITLE:

Village Manager

DATE:

3/10/14

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

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

Direct Costs

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

- Charges include overhead and profit

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