

## Clerk's Contract and Agreement Cover Page

**Year:** 2010

**Legistar File ID#:** 2010-0015

**Multi Year:**

**Amount** \$84,000.00

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**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<sup>2</sup>

**Renewal Date:**

12/31/2010<sup>12</sup>

**Department:**

Development Services/Building

**Originating Person:**

Karie Friling

**Contract Description:** Development Services Monthly Retainer 2010

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

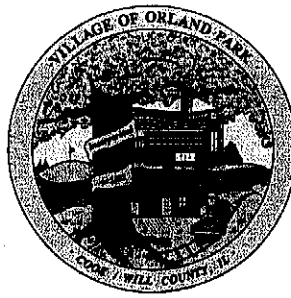
Addendum 2012 - \$78,000 (\$6500/month) (2012-0019)

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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

[www.orland-park.il.us](http://www.orland-park.il.us)



VILLAGE HALL

TRUSTEES

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

February 29, 2012

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 2012***

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 2012.

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 February 17, 2012 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  
John Ingram

**ADDENDUM B to**  
*Retainer Services Contract*

**Dated**  
*February 8, 2010*

**Amended**  
*January 20, 2011*

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

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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, the Village wishes to execute its option to extend the term of the agreement for fiscal year 2012 based on the proposal dated January 9, 2012;

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 October 27, 2010*" shall be stricken in their entirety and replaced with "*Provide professional engineering services as outlined in the proposal dated January 9, 2012.*"
3. In **SECTION 4: TERM OF THE CONTRACT:** of said agreement as amended January 20, 2011, the words "This Contract applies to the 2011 fiscal year" shall be stricken and replaced with "This Contract applies to the 2012 fiscal year."
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 **17th day of February, 2012**, shall be attached to and form a part of the Agreement dated the 8<sup>th</sup> day of February, 2010 and amended January 20, 2011 and shall take effect upon signature below by duly authorized agents of both parties.

**ADDENDUM B to**  
*Retainer Services Contract*

**Dated**  
*February 8, 2010*

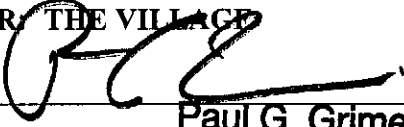
**Amended**  
*January 20, 2011*

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

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**AGREED AND ACCEPTED**

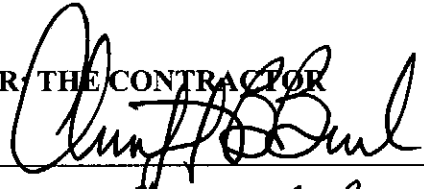
**FOR THE VILLAGE**

By:   
Print Name: Paul G. Grimes  
**Village Manager**

Its: Village Manager

Date: 2/28/12

**FOR THE CONTRACTOR**

By:   
Print Name: Christopher B. Burke

Its: President

Date: 2/20/12



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

January 9, 2012

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 27, 2010. 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 2012 and ending December 2012.

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 expects 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, 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 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.

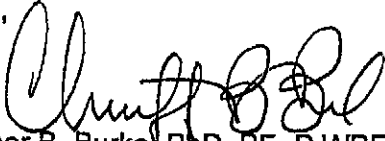
For other miscellaneous services we will bill you at the hourly rates specified on the attached Schedule of Charges up to a not-to-exceed fee agreed upon by the Village.

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, F.ASCE  
President

Encl: Schedule of Charges (2007 Rates)

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

BY:



Paul G. Grimes

TITLE:

Village Manager

DATE:

2/25/12

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

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

Direct Costs

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

- Charges include overhead and profit

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