

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: _____