

**A RESOLUTION APPROVING CITY ENGINEER SERVICES AND
COMPENSATION RATES – MARCH 1, 2011 THROUGH DECEMBER 31, 2011**

WHEREAS, the position of City Engineer for the City of Rolling Meadows is an Executive Office of the City, and subject to appointment by the City Manager; and

WHEREAS, the City Manager has appointed Christopher B. Burke Engineering, Ltd. as the City Engineer; and

WHEREAS, the City Code for the City of Rolling Meadows provides that the City Council shall establish compensation for the City Engineer; and

WHEREAS, the City Manager has negotiated a compensation package with Christopher B. Burke Engineering Ltd., presented this to the City Council, and recommends its acceptance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLING MEADOWS as follows:

SECTION ONE: The Mayor is authorized to execute the proposal from Christopher B. Burke Engineering, Ltd., dated March 15, 2011 which is attached (Attachment A) and made a part of this resolution. The basis of compensation outlined in the attached proposal shall be in effect from the effective date of this resolution through December 31, 2011.

SECTION TWO: Any capital improvement relate engineering work with a value in excess of ten thousand dollars (\$10,000) which has not been otherwise approved by the City Council through the provision of an appropriation shall be subject to separate City Council review and approval.

YEAS: Lusk, Buske, Judd, Adams, D'Astice, Larsen

NAYS: 0

ABSENT: Pitzafferro

Passed and approved this 22nd day of March 2011.


Kenneth A. Nelson, Mayor

ATTEST:


Lisa M. Hinman, City Clerk

March 15, 2011

City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

Attention: Mr. Barry Krumstock, City Manager

Subject: City Engineer Services 2011

Dear Mr. Krumstock:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to perform professional engineering services as the City Engineer for the City of Rolling Meadows from March 22, 2011 through December 31, 2011. CBBEL has served as the City Engineer since 1998.

CBBEL understands that we will be providing general engineering services; preliminary and final plan review and inspection for proposed developments; and preliminary, final, and construction engineering for many elements of the City's Capital Improvement Program.

GENERAL ENGINEERING

General engineering will be provided by CBBEL for a monthly retainer of \$2,200. General engineering will include but not be limited to the following:

- Undertaking investigations of minor civil engineering, drainage issues, traffic engineering matters and public agency coordination. 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 10 hours/month).
- Attending weekly staff meetings with City Staff (approximately 6 hours/month).
- Attending bimonthly status meetings with Building Department and Public Works Department staff (approximately 6 hours/month).
- Preparation of monthly status reports (approximately 2 hours/month).

CBBEL estimates that the above services will require approximately 24 hours/month. CBBEL's monthly report will identify the hours spent each month under the retainer. If the hours spend regularly exceed the retainer, CBBEL will discuss with the City Manager. CBBEL will attend Plan Commission Meetings, Council Meetings, and Committee of the

Whole Meetings if requested by City Staff and this will be billed on a time-and-materials basis.

DEVELOPMENT PLAN REVIEW AND INSPECTION

CBBEL will provide preliminary plan review prior to Plan Commission meetings as follows:

Residential		
Single Family Lot Subdivision		\$400.00
Multi-Family Subdivision		\$400.00
Commercial		
Up to One Acre		\$400.00
1-5 Acres		\$400.00
5-10 Acres		\$600.00
10 Acres and More		\$600.00

For plan review and inspections CBBEL will bill the City in accordance with the Code (average 2.0% of the estimated construction cost for review and 3.0% of the estimated construction cost for inspection services). Final plan review will include the review of up to 3 submittals. If the review of more than 3 submittals is required or inspections become excessive, CBBEL may request additional compensation on a time-and-materials basis from the Director of Community Development.

Occurrences may arise where the Director of Community Development determines that the above structure is not applicable. Under these circumstances CBBEL will bill the City on a time and materials basis in accordance with the attached Schedule of Charges.

CAPITAL IMPROVEMENTS

In general, the portion of the City's Capital Improvement Program that CBBEL will be involved with will be:

- Yearly Street Maintenance Program
- Roadway Widening/Major Improvements
- Utility Replacements or Extensions
- Traffic Signals/Intersection Improvements
- Bike Paths
- Streambank Stabilization
- Bridge Inspections and Rehabilitation

Engineering for the City'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 bill the City based on 2005 rates through 2011. This will result in savings to the City. For capital improvement projects, CBBEL will bill the City for actual costs associated with reproduction and testing services.

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

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

THIS PROPOSAL, GENERAL TERMS AND CONDITIONS, AND SCHEDULE OF CHARGES ACCEPTED FOR THE CITY OF ROLLING MEADOWS.

BY: *Christopher Burke*
TITLE: *City Manager*
DATE: *3/22/11*

filed 12504
11-R-43

Encl: Schedule of Charges (2005 Rates)
General Terms and Conditions
CBBEL Contacts List
Organizational Chart