

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2022-0899

PO #: 23000384

Start date: 1/19/2023

End date: 1/15/2024

Amount: \$ 32,000.00

Contingency Amount:

Department: Public Works

Contract Type: MSA - A/E Services

Contractors Name: Valdes Engineering Company

Status of Ownership: Minority-Owned

Status of Sub: N/A

Certification: Attached ☒

Self-Certifying ☐

Did not disclose ☐

Contract Description: A/E Services - Police Department Firing Range and EOC Facility Project.

2023-0444 Exhibit B: Amendment #1 - Modify Contract Documents & Compensation to Schematic Design of PD Firing Range & EOC.

2023-0444 Exhibit B: Change Order #1 - Requesting to extend completion date from 1/15/2024 to 3/1/2024.

2023-0444 Exhibit B: Amendment #2 - Modify Contract Documents, Exhibit B: SOW & Project Schedule to Schematic Design of PD Firing Range & EOC.

2024-0042 - Exhibit B: Change Order #2 - Requesting to increase contract amount by \$43,500 for additional design services for inclusion of 2 site structures (storage garage and carport) which was not included in the original SOW.

2024-0042 Exhibit B: Amendment #3 - Modify Contract Documents, Exhibit B: SOW & Compensation.

2024-0691 Exhibit B: Change Order #3 - Request to increase contract by \$40,000 due to construction costs increasing and addition fees owed to A/E.

2024-0691 Exhibit B: Addendum #4 - Modify Contract Documents, Exhibit B: SOW & Compensation.



ORLAND PARK

**ADDENDUM #4 TO EXHIBIT B POLICE DEPARTMENT FIRING RANGE AND EOC
FACILITY, AND IMPOUND LOT PROJECT, DATED FEBRUARY 9, 2023, AMENDED JUNE
14, 2023, JANUARY 3, 2024, AND FEBRUARY 5, 2024;
BETWEEN
THE VILLAGE OF ORLAND PARK AND VALDES ENGINEERING COMPANY**

WHEREAS, on February 9, 2023, a certain Agreement between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Valdes Engineering Company (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Exhibit B Police Department Firing Range and EOC Facility, and Impound Lot Project (hereinafter referred to as the "Project", the "Work", or the "Services") was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, on June 14, 2023, a certain Agreement between the Village and the Consultant for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum #1"); and

WHEREAS, on January 3, 2024, a certain Agreement between the Village and the Consultant for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum #2"); and

WHEREAS, on February 5, 2024, a certain Agreement between the Village and the Consultant for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum #3"); and

WHEREAS, the Village wishes to modify CONTRACT DOCUMENTS, EXHIBIT B: SCOPE OF WORK, and COMPENSATION.

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 #4 and the Agreement, the provisions of this Addendum #4 shall control.
2. **THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include Addendum #4, dated October 9, 2024; and "Revised Exhibit B dated October 9, 2024"
3. **EXHIBIT B: SCOPE OF WORK** shall be amended to replace the "Exhibit B dated January 23, 2024" and include a revised "Exhibit B dated October 9, 2024" that reflects additional design services.
4. **COMPENSATION** of said Exhibit B shall be amended to strike "A not-to-exceed fee to complete the CD Documents and Specifications of \$419,500.00"; and replace with "A not-to-exceed fee to complete the CD Documents and Specifications of \$459,500.00."
5. 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.

6. This Addendum #4 may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum #4, made and entered into effective the **9th day of October, 2024**, shall be attached to and form a part of the Agreement dated the 9th day of February, 2023; amended June 14, 2023, January 3, 2024, and February 5, 2024; and shall take effect upon signature below by duly authorized agents of both parties.

IN WITNESS WHEREOF, the parties have caused this Addendum #4 to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: VALDES ENGINEERING

By: Steve Ejnik COMPANY

Name: Steve Ejnik

Its Vice President-Buildings and Authorized Agent

VILLAGE OF ORLAND PARK

By: Jim Culotta

Name: Jim Culotta

Title: Interim Village Manager

ATTEST: _____