

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0681

Innoprise Contract #: C13-0114

Year: 2014

Amount: \$50,000.00

Department: Kurt Corrigan - DS

Contract Type: Professional Engineering Services

Contractors Name: Kimley-Horn and Associates, Inc.

Contract Description: Main Street District Traffic/Parking Consultant
C14-0096 2014-0535 additional work \$4500
C15-0015 2015-0050 Amend#2 add'l work \$30,000
C15-0075 2015-0360 Amend #3 add'l work \$47,000
C15-0080 2015-0440 Addendum A UCMC Parking Deck \$85000

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
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

August 3, 2015

Mr. Peter Lemmon
Kimley-Horn and Associates, Inc.
111 West Jackson Blvd., Suite 700
Chicago, Illinois 60604

RE: NOTICE TO PROCEED – Addendum A dated July 23, 2015 - UCMC Parking Deck

Dear Mr. Lemmon:

Enclosed is a copy of Addendum A dated July 23, 2015 for UCMC Parking Deck Consulting Services in an amount not to exceed Eighty Five Thousand and No/100 (\$85,000.00) Dollars. Please attach this to the original Main Street District Traffic/Parking Consultant contract dated December 4, 2013.

The Village will be processing a Purchase Order for the above service and will email/fax 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 contract/service should state that it is the final invoice pertaining to that Purchase Order.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Kurt Corrigan
Karie Friling
S. Khurshid Hoda, KHAY

MAYOR
Daniel J. McLaughlin

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July 23, 2015

Mr. Peter Lemmon
Kimley-Horn and Associates, Inc.
111 West Jackson Blvd, Ste700
Chicago, Illinois 60604

RE: Addendum A dated July 23, 2015
Main Street District Traffic/Parking Consultant Agreement

Dear Mr. Lemmon:

This notification is to inform you that on July 20, 2015, the Village of Orland Park Board of Trustees approved awarding Kimley-Horn and Associates, Inc. the contract in accordance with the proposal you submitted dated July 14, 2015 for Professional Consulting Services related to the UCMC Parking Structure. Please note that the terms and conditions of the contract dated December 4, 2013 (not February 11, 2014 as stated in the proposal) shall apply; therefore, I am amending the original agreement to include this project/proposal dated July 14, 2015. Please sign two (2) copies of the attached Addendum A and return both copies to my attention at Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462. I will return a fully executed addendum for your files.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Contract Administrator

cc: Kurt Corrigan
Karie Friling
S. Khurshid Hoda, KHA

ADDENDUM A to
Main Street District Traffic/Parking Consultant Contract

Dated
December 4, 2013

Between
The Village of Orland Park, Illinois ("VILLAGE") and Kimley-Horn and Associates, Inc.
("CONTRACTOR")

WHEREAS, on December 4, 2013, a certain Agreement regarding Main Street District Traffic/Parking Consultant between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, on August 27, 2014, December 18, 2014 and June 5, 2015, a certain Agreement regarding Main Street District Traffic/Parking Consultant between the Village and the Contractor was amended (hereinafter referred to as "Amendments 1-3"); and

WHEREAS, the Village wishes to modify the scope of the work.

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 1: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include "Amendment 1 dated August 27, 2014; Amendment 2 dated December 18, 2014; Amendment 3 dated June 5, 2015; Addendum A dated July 23, 2015".
3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended to strike the following in its entirety:

Provide professional engineering services as described in the attached Scope of Services and Fee Proposal dated November 7, 2013. See proposal for complete scope of work as requested by the Village of Orland Park

And replace with the following in its entirety:

Provide professional engineering services as described in the attached Scope of Services and Fee Proposal(s) approved and awarded under the terms of this agreement. See proposal(s) for complete scope of work as requested by the Village of Orland Park

4. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended to strike the following in its entirety:

TOTAL COST: an amount not to exceed Fifty Thousand and No/100 (\$50,000.00) Dollars

ADDENDUM A to
Main Street District Traffic/Parking Consultant Contract

Dated
December 4, 2013

Between
The Village of Orland Park, Illinois ("VILLAGE") and Kimley-Horn and Associates, Inc.
("CONTRACTOR")

And replace with the following in its entirety:

TOTAL FEE and REIMBURSABLE EXPENSES: The ENGINEER's Fee and Reimbursable Expenses shall be set forth in each proposal for the project. Any services not identified in the proposal(s) shall be considered additional services and shall be compensated as such based upon the agreement of the PARTIES

5. **SECTION 4: TERM OF THE CONTRACT** of said Agreement shall be amended to include the following:
6. All of the other terms, covenants, representations and conditions of said Agreement and Amendments 1-3, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
7. 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 **23rd day of July, 2015**, shall be attached to and form a part of the Agreement dated the 4th day of December, 2013 and 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: 7/22/15

FOR: THE CONTRACTOR

By: 

Print Name: DEAN M. Anthony

Its: VICE PRESIDENT

Date: 7/23/15

Kimley»Horn

July 14, 2015

Ms. Karie Friling
Director Development Services
Village of Orland Park
14700 Ravina Avenue
Orland Park, IL 60462

RE: Village of Orland Park
Professional Consulting Services related to the Parking Structure

Dear Ms. Friling,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Engineer" or "Consultant") is pleased submit this proposal to the Village of Orland Park ("Village" or "Client") for providing professional consulting services related to the parking structure to be built in the "Main Street Triangle" located in the Village of Orland Park. This proposal is offered under the terms and conditions of the contract between Kimley-Horn and the Village dated ~~February 11, 2014~~ *December 4, 2013* *7.25.15*

Project Understanding

The Village of Orland Park is planning to build an above ground parking structure to meet the parking needs of the proposed University of Chicago (U of C) Medical Office Building and other developments that will be built in the "Main Street Triangle." The site is located in the northwest quadrant of the intersection of 143rd and LaGrange Road. The project is to include public parking spaces and "shell space" for a restaurant within a portion of the lower level of the parking structure. All elements of the parking structure and restaurant shell space will be designed and built by a Design-Build (DB) Team. The Village will provide design criteria to the DB Team and will monitor the design and construction of the parking structure. Upon completion of the parking structure, the Village will operate and maintain the parking structure.

The following is a summary of our project understanding:

- A design-build project delivery system with Guaranteed Maximum Price (GMP) will be used for the design and construction of the parking structure.
- The parking structure will have approximately 550 parking spaces and space for a restaurant on the first floor.
- All elements of the parking structure and restaurant space design, permits, approvals, and construction services shall be provided by the DB Team. These include, but are not limited to, functional design, site civil, structural design (including foundations and superstructure),

MEP, stair and elevator towers, revenue control systems, landscaping, and traffic engineering.

- The DB Team shall be responsible for verifying all information provided in the design criteria document and to provide a code compliant project
- The options for the structural system of the parking structure include cast-in-place (post-tensioned) concrete and precast (pre-stressed) concrete. The Village intends precast concrete be used for the parking structure façade as previously sketched by TOA Architects.
- The Village requires that the parking structure be substantially complete by October 1, 2016.
- The design criteria RFP documents should be on or around August 3, 2015 and issued to design-build teams for responses and GMPs soon thereafter by the Village
- The Village intends to recommend the selected design-build team along with their GMP to the Village Board during the September 21, 2015 meeting.
- Kimley-Horn and its sub-consultant, TOA Architects, will assist the Village in the development of the design criteria and RFP documents. Additionally, Kimley-horn's team will assist the Village through the bid evaluation and DB Team selection process. Services during design build phase and construction phase, including reviewing the DB Team plans and specifications are beyond the scope of this proposal.
- The design process will include a public review process which will be organized and managed by the Village staff.
- The Village understands that the site plan approval process may take two to three months which may affect the parking structure completion date. The Village may adjust parking structure construction schedule to accommodate the time required for site plan approvals once a DB Team has developed a full project schedule.

Scope of services

Kimley-Horn will provide the services specifically set forth below:

Task 1 – Design Criteria Development

Kimley-Horn will develop design criteria narrative for the parking structure. These criteria will describe parameters to be included in the design of the parking structure and restaurant space (shell space only) portions of the project. These parameters will include, but not be limited to, parking functional aspects of the parking areas, minimum number of parking spaces, floor-to-floor height, ramp slopes, turning radii, parking modules, space width, vehicular entry/exit requirements, access and revenue control (if needed) operational goals, general lighting systems, architectural style and materials, structural systems, general MEP systems, site civil, traffic engineering, and landscaping aspects of the project. Additionally, we will develop drawings/exhibits to show site conditions including construction limits and existing utilities. We will also estimate preliminary electrical loads for the parking structure and the proposed restaurant. Kimley-Horn will coordinate with the Village to identify and categorize these parameters in one narrative document. If requested, Kimley-Horn will assist the Village in coordinating these parameters with the U of C administrators as an additional service. Once complete, these criteria may be incorporated into the contract between the Village and the DB Team.

In addition to the narrative criteria, we will develop concept level striping plans of each level, a preliminary site plan outlining major components of the project and preliminary architectural elevations of each face. The intent of these documents are to further describe the criteria and provide the DB Team with one acceptable, proposed alternative that their team can develop further in design phase.

Kimley-Horn Team will attend up to four (4) meetings in Orland Park with the Village to review and discuss the design criteria narrative.

Task 2 – RFP Development

With the assistance of Village's staff, procurement, and legal departments, Kimley-Horn will develop a Request for Proposal (RFP) document which will be used to solicit proposals from DB teams. This document will provide contractual and legal terms and conditions for the design-build contract. If the Village has an existing design-build RFP format, we intend to use that document. However, if the Village does not have a design-build RFP, we propose to use documents prepared by Design-Build Institute of America (DBIA). It is our intent to require both a sealed cost proposal as well as a separate, Technical Proposal from each DB Team. The requirements of each will be described in the RFP Documents.

Task 3 – Bid Phase

Kimley-Horn's team will assist Village staff during the bid phase. Our services will include attending one pre-bid meeting, preparing and issuing addendums (if needed), evaluating bid responses (both technical and cost response), and participate with the Village staff during the interview process (as a non-voting member). Our services include attending up to three interviews on the same day.

Items Supplied by the Village

Kimley-Horn request that the following items be supplied by the Village:

- Prompt review of submittal documents.
- Provide Village's procurement terms and conditions.
- Provide Village's legal terms and conditions between Village and DB Team.
- Site surveys
- Geotechnical studies
- Sustainability goals
- Other related information

Additional Services

The following services are not included as part of this proposal, but can be provided as an additional service if requested by the Village.

- Schematic design services

- Design development services
- Construction document preparation
- Site permitting and entitlement services
- Geotechnical engineering services
- Traffic engineering services
- Review of Design Build Team plans and specifications and submittals beyond bid phase.
- Construction phase services
- Materials testing and review / analyze material testing reports
- Additional coordination with Village and University of Chicago beyond that noted above.

Schedule

Kimley-Horn will complete the services included within this proposal as expeditiously as practicable with the goal of meeting the anticipated schedule outlined in the Project Understanding. This schedule is dependent upon promptly getting information, decisions, and review comments from the Village.

The anticipated project schedule is outlined below:

- | | |
|-------------------------------|---------------------|
| • Deliver RFP to the Village | August 3, 2015 |
| • Publish RFP | By August 10, 2015 |
| • DB Proposals due | September 4, 2015 |
| • Shortlist | September 8, 2015 |
| • Interviews | September 14, 2015 |
| • Agenda for Committee | September 16, 2015 |
| • Committee approval | September 21, 2015 |
| • Signed contract with the DB | By October 16, 2015 |

Fee and Expenses

Kimley-Horn's Team will perform the services described above on an hourly basis, using our hourly rates in effect at the time the services are provided with the initial maximum budget estimates shown below. In addition, other direct expenses and reimbursable expenses will be billed at 1.10 times actual cost. Kimley-Horn will keep the Village apprised of the budget status with monthly invoices so that appropriate decisions can be made by the Village with regard to scope, schedule, and budget.

Kimley-Horn	\$63,000
TOA Architect	\$18,000
Expenses	\$4,000
Subtotal	\$85,000

Any Additional Services will be performed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses, will be billed at 1.10 times cost.

Closure

As mentioned previously, this proposal is offered under the terms and conditions of the contract between Kimley-Horn and the Village of Orland Park dated ~~February 11, 2014~~ December 4, 2013 ^{7.23-13}

We appreciate the opportunity to provide these services to you. Please contact me at (312)924-7432 or khurshid.hoda@kimley-horn.com should you have any questions or need additional information.

Sincerely,



S. Khurshid Hoda, CPP
Senior Project Manager



Dean Antony, P.E.
Vice President