

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

C15-0129 2015-0785 Add A.1 UCMC Parking Deck \$77000

C16-0055 2015-0785 Add B UCMC Parking Deck \$506,900

C18-0052 Add C MEP Engineering Study Vacant Space at
Parking Deck \$9450



Letter of Transmittal

Date: April 18, 2018

To: M. Anees Rahman, P.E.
Regional Vice President
Kimley-Horn
1001 Warrenville Road, Ste 350
Lisle, Illinois 60532
P: 630-487-5550
E: Anees.Rahman@kimley-horn.com

From: Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
P: 708-403-6173 | F: 708-403-9212
E: ddomalewski@orlandpark.org

Dear Mr. Rahman,

Enclosed is the signed proposal for MST Parking Structure MEP Engineering Study on the vacant space and Addendum C for the work. Please sign the addendum and return it to me at your earliest convenience. You may proceed with the work.

Regards,

Denise Domalewski

ADDENDUM C 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, on July 23, 2015 and December 9, 2015, a certain Agreement regarding Main Street District Traffic/Parking Consultant between the Village and the Contractor was amended (hereinafter referred to as Addendum A and A.1); and

WHEREAS, on April 21, 2016 a certain Agreement regarding Main Street District Traffic/Parking Consultant between the Village and the Contractor was amended (hereinafter referred to as Addendum B); 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 and subsequent amendments and addenda, the provisions of this Addendum shall control.
2. **SECTION 1: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include "Amendment C dated April 17, 2018 (proposal dated April 16, 2018)".
3. All of the other terms, covenants, representations and conditions of said Agreement, Amendments 1-3, Addenda A and A.1 and B not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
4. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

ADDENDUM C to
Main Street District Traffic/Parking Consultant Contract

Dated
December 4, 2013

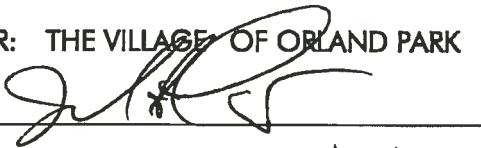
Between

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

This Addendum, made and entered into effective the 17th day of April, 2018, 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 OF ORLAND PARK

By: 

Print Name: Joseph S. LaMorgo

Title: Village Manager

Date: 4/18/18

FOR: KIMLEY-HORN and Associates, Inc.

By: 

Print Name: Darren M. Anthony

Title: Sr. Associate

Date: 04.25.18

Kimley»Horn

April 16, 2018

Mr. William Cunningham
Assistant to the Director
Public Works
Village of Orland Park
15655 S. Ravinia Avenue
Orland Park, IL. 60462

Re: Proposal for Main Street Triangle Parking Structure
 Proposal for MEP Engineering Study
 Vacant Restaurant Space – MEP Modifications

Dear Mr. Cunningham:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Village of Orland Park ("Client") for providing an MEP Engineering Study for the Vacant Restaurant Space – MEP Modifications.

Project Understanding:

The Vacant Restaurant Space (Space) is currently unoccupied and unfinished. The Space is currently boarded up with plywood where doors or windows would be installed in the future. The Space also does not have a concrete floor – gravel only. Existing walls are bare, unsealed concrete. The ceiling is structural steel and metal decking. The Space is not a conditioned area and has no existing utilities or HVAC equipment. It is the desire of the Client to provide minimal HVAC systems to keep the facility from experiencing any adverse conditions due to the space being unoccupied and unconditioned. The Client proposes to have the Consultant perform a study to look at potential options and recommendations for MEP modifications.

Scope of Services:

The Client is requesting Kimley-Horn to provide a proposal for the following items:

- Study options for the addition of HVAC equipment in the Space to circulate air, minimize humidity and/or condition the space. Kimley-Horn would make a recommendation from the options studied for consideration by the Client. Kimley-Horn will also review the existing electrical system for spare capacity.
- Engineering Services – TBD at a later date.
- Construction Phase Services – TBD at a later date.

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

Site Inspections:

- A one (1) day site visit to assess existing conditions of the current Space.

Studies:

- Mechanical Study will consider the following items:
 - Review existing as-built architectural, structural, mechanical and plumbing plans and shop drawings
 - Exhaust systems
 - Intake systems

- Cross ventilation
- Air circulation (large fans or other options)
- Air handling units
- Ductwork
- Dehumidification equipment options
- Issues with existing construction
 - Gravel Floor (Leave as is or cap with concrete)
 - Open Boarded Windows or Leave As-Is
 - Sealing off the building vs opening up the building
- Existing utilities for service of new equipment
- Electrical Study will consider the following items:
 - Review existing as-built plans and shop drawings
 - Review past 12 months of utility bills
 - Confirm spare electrical capacity for proposed electrical equipment (Upgrading of electrical service is not within our scope of services.)

Exclusions:

- Cost estimates of various options are not included in the current scope of services.
- Design and Construction Phase Services are not included in the current scope and may be added at a later date.

Schedule:

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Study – within 2 weeks after NTP

Design and Construction Phase Services – TBD at a later date

Fee and Expenses

Kimley-Horn will perform the services listed in Scope of Services based on a Time and Material basis with a Not-to-Exceed (T&M w/ NTE) amount noted below. All permitting, application, and similar project fees will be paid directly by the Client.

Site Inspection and Study: \$9,450 T&M w/ NTE

Invoices will be sent out monthly. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. Payment shall be made per the Local Government Prompt Payment Act (50 ILCS 505/).

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to the attached standard provisions.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to accountspayable@orlandpark.org
Please copy bcunningham@orlandpark.org (Bill Cunningham)

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

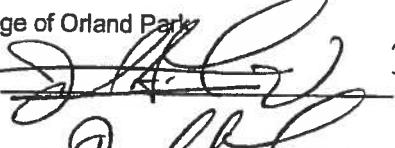
Very truly yours,

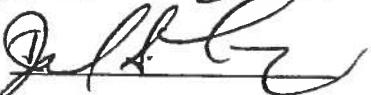
KIMLEY-HORN AND ASSOCIATES, INC.



By: M. Anees Rahman, P.E.
Regional Vice President

Village of Orland Park

By:  Joseph S. Lamorgo

Signature: 

Title: Village Manager