



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700  
Phone: (847) 696-4040

### AMENDMENT TO CONSULTANT AGREEMENT

Client: Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, Illinois 60462

Date of Amendment: 03/17/2014

Project Name: Main Street Triangle

Project Description: Soil Boring Layout

Date of Original Contract: 03/23/2009

Attention: Kim Flomm

Requested by:

Phone: 708-403-6128

Fax:

Email: KFlomm@orland-park.il.us

SPACECO Project Number: 4278.04

SPACECO, Inc. and the Client agree to the following:

#### PROJECT SCOPE:

By and through this Amendment to the original Consultant Agreement dated 03/23/2009 between Client and SPACECO, Client requests that SPACECO perform the following additional services at the price and cost set forth herein, subject to the terms and conditions of the Consultant Agreement, except as modified herein.

Soil Boring Layout: We will stake the locations of 15 borings shown on the Testing Service Corporation proposal dated 03/12/14. We will stake and label the borings in the field. We will provide a table listing the boring number, north and east coordinates, and elevation.

#### FEE:

\$1,500 Lump Sum

- ☐ This work has already commenced per your verbal authorization.  
☒ This work is waiting to proceed pending our receipt of this signed Amendment.  
☐ This interim Amendment allows us to proceed on a not to exceed basis while the final Amendment is being prepared. This will be replaced with a final Amendment within five business days.


The following documents are expressly incorporated into this Amendment.

Exhibit A - General Terms and Conditions ( ☐ enclosed/ ☒ previously provided).

Work identified, as payable on an hourly basis will be billed to you at the rates specified on the enclosed Schedule of Charges for Professional Services. We will establish our contract in accordance with the General Terms and Conditions, which are expressly incorporated into and are an integral part of this Contract for Professional Services. We reserve the right to increase our fee by 5% on each anniversary of this Agreement. All reproduction and delivery services will be billed to the Client on a cost plus 10% basis. Our services will be invoiced monthly and payments are due within thirty days after invoicing.

SPACECO, INC.

CLIENT

By:   
Michael S. Mondus - Exec. V.P.  
(Name, Title)

Date: 03/17/2014

By: \_\_\_\_\_  
(Name, Title)

Date: \_\_\_\_\_

Client Authorization Number: \_\_\_\_\_

PLEASE SIGN AND RETURN ONE OF THE ORIGINALS

C: \_\_\_\_\_  
Rob Stawik

March 12, 2014



**TESTING SERVICE CORPORATION**

*Corporate Office*

Mr. Michael S. Mondus, P.E.  
SPACECO, Inc.  
9575 West Higgins Road, Ste 700  
Rosemont, IL 60018

360 South Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

RE: P.N. 52,354A  
Geotechnical Exploration  
Orland Park Triangle  
LaGrange Road and 143rd Street  
Orland Park, IL

Dear Mr. Mondus:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for foundation, floor slab and pavement design in connection with the proposed retail development.

**Project Description:**

Our understanding of existing site conditions and the proposed construction are as follow:

- The retail portion of the development will be single-story, slab-on-grade buildings. Up to a 5-story building consisting of a cineplex over parking structure is also planned.

If the location or type of the proposed structure(s) are changed, TSC should be promptly contacted to determine the relevance of our proposed boring program to the new project configuration.

**Boring Program:**

We are proposing to drill fifteen (15) soil borings as part of our Geotechnical Exploration. Site features, number of borings and boring depths are presented in the table below.

Site Feature	Number of Borings	Boring Depths (Feet)	Total Footage
Restaurant Along LaGrange Road	3	15	45
Restaurant Parking	2	10	20
Cineplex/Parking Structure (Possible 5-Story)	6	40	240
Jefferson Street	2	10	20
Future Retail Along 143 <sup>rd</sup> Street	2	15	30
<b>TOTALS</b>	<b>15</b>		<b>355</b>

Total drilling footage on this basis is estimated to be about 355 lineal feet.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by level survey methods (benchmark to be provided). Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tube also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for the first 20 feet and not exceed 5-foot intervals below this level. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface.

#### **Laboratory Testing:**

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

#### **Engineering Report:**

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction for foundations, floor slabs and pavements.
- Foundation type, capacity and depth/elevation.
- Protective measures required for frost action.

**Fees and Scope:**

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00) to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before July 31, 2014.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include excavation, fill, earthwork, footing or foundation observations during construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should an environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated cost.

**Closure:**

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Michael S. Mondus, P.E.  
SPACECO, Inc.  
9575 West Higgins Road, Ste 700  
Rosemont, IL 60018  
Tel: (847) 696-4060  
Fax: (847) 696-4065  
email: [mmondus@spacecoinc.com](mailto:mmondus@spacecoinc.com)

SPACECO, Inc.  
P.N. 52,354A - March 12, 2014

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If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When also completing the attached Project Data form, kindly indicate who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Michael V. Machalinski, P.E.  
Vice President

MVM:nf

Enc: Cost Estimate  
General Conditions  
Project Data Sheet  
Boring Location Plan

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

COST ESTIMATE  
Orland Park Triangle  
LaGrange Road and 143<sup>rd</sup> Street  
Orland Park, IL  
TSC P.N. 52,354A

ITEM		UNITS	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	4.0	110.00	\$ 440.00
<b>DRILLING AND SAMPLING</b>					
	DRILL RIG WITH 2-MAN CREW (Portal to Portal)				
2.1	Drill and Two-Person Crew	Lump Sum	1	9,500.00	\$ 9,500.00
<b>LABORATORY TESTING</b>					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	118	4.00	\$ 472.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	108	7.00	\$ 756.00
3.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	30	14.00	\$ 420.00
3.4	Dry Unit Weight Determination	Each	8	7.00	\$ 56.00
<b>ENGINEERING SERVICES</b>					
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	2,075.00	\$ 2,075.00
4.2	Geotechnical Engineer to Perform Special Calculations or Run Slope Stability Analyses	Hour	0.0	120.00	\$ 0.00
4.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	160.00	\$ 0.00
	ESTIMATED TOTAL:				\$ 13,719.00
	RECOMMENDED BUDGET:				\$ 13,750.00



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



## TESTING SERVICE CORPORATION

## Project Data Sheet

### ***General Information:***

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Project Manager: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Site Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### ***Send Invoice To:***

Purchase Order Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### ***Important Notes:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### ***Completed By:***

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### ***Distribute Reports as Follows:***

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

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Fax: \_\_\_\_\_

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Company: \_\_\_\_\_

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City / State / Zip: \_\_\_\_\_

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Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

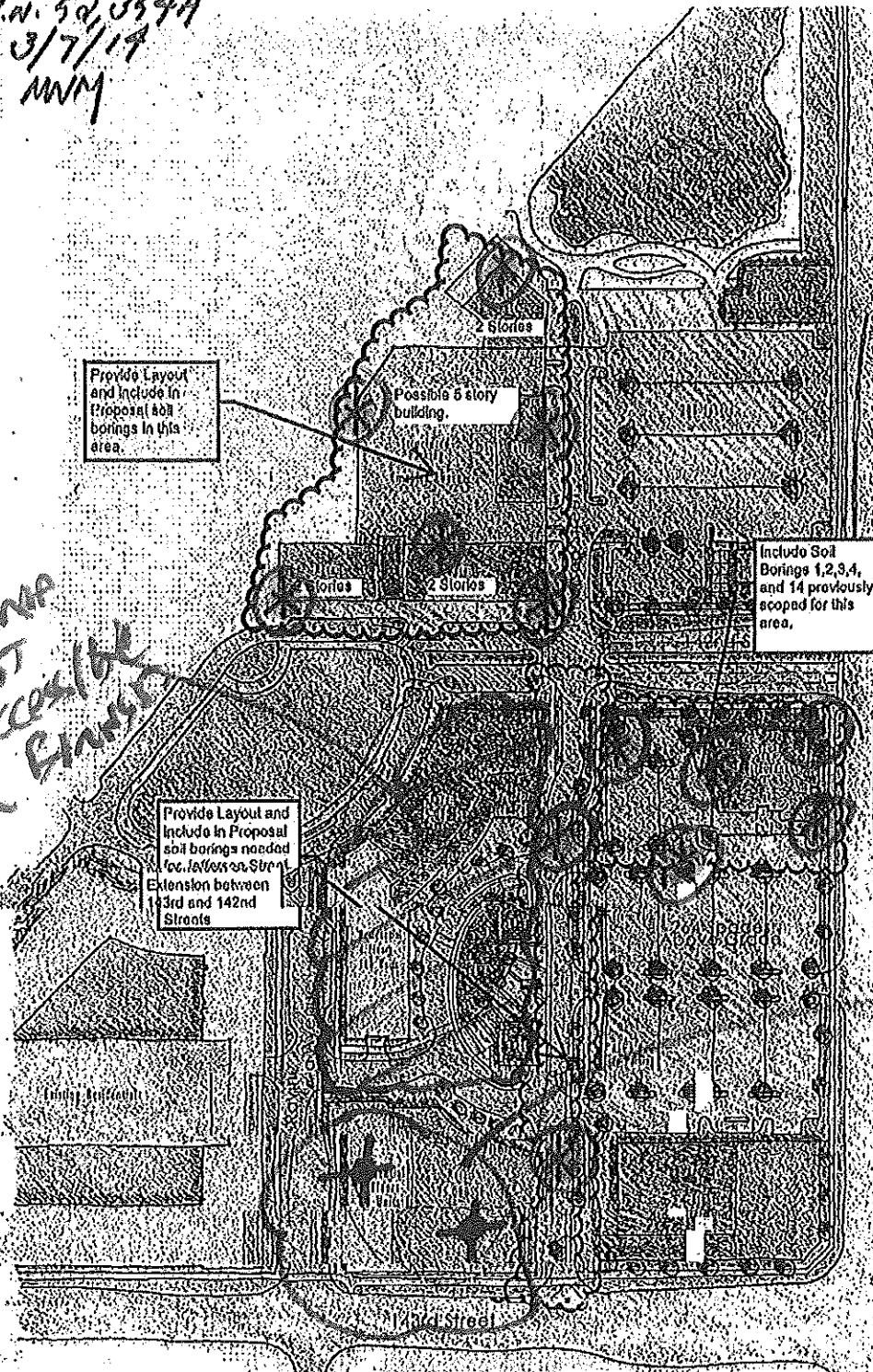
Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_



P.N. 52,354A  
3/7/14  
MM

Area  
NOT  
ACCESSIBLE  
FOR EXIST.



ADD  
2 Bays  
IN EXIST.  
Parking Lot.

HSA  
CITY OF SEATTLE

1" = 100'

MAIN STREET TRIANGLE  
REDEVELOPMENT

TOA ARCHITECTURE  
URBAN DESIGN

Retail/Crepe/Park Structure  
(Up to 5th story)  $6 \times 40' = 240'$   
Restaurant Site  
 $3 \times 15' + 4 \times 10' = 65'$   
Jefferson Street Extension  
 $4 \times 10' = 40'$   
Future Retail  $2 \times 15' = 30'$   
315' Total  
355' Total

3/12/14  
MM