

## *Clerk's Contract and Agreement Cover Page*

**Year:** 2011 **Legistar File ID#:** 2011-0478  
**Multi Year:**  **Amount** \$203,303.00

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**Contract Type:** Professional Services  
**Contractor's Name:** Spaceco, Inc  
**Contractor's AKA:**  
**Execution Date:** 8/12/2011  
**Termination Date:**  
**Renewal Date:**  
**Department:** Public Works  
**Originating Person:** Ed Wilmes  
**Contract Description:** Main Street Triangle Phase II Engineering

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100

[www.orland-park.il.us](http://www.orland-park.il.us)



**VILLAGE HALL**

**TRUSTEES**

Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich

August 25, 2011

Mr. Michael Mondus, P.E.  
Spaceco, Inc.  
9575 W. Higgins Rd., Suite 700  
Rosemont, Illinois 60018

**RE: NOTICE TO PROCEED**  
***Main Street Triangle Phase II Engineering***

Dear Mr. Mondus:

This notification is to inform you that the Village of Orland Park has received all necessary contracts and certifications in order for work to commence on the above stated project as of August 16, 2011.

Please contact Ed Wilmes at 708-403-6357 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. 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.

For your records, I have enclosed one (1) original executed contract dated August 12, 2011 in an amount not to exceed Two Hundred Three Thousand Three Hundred Three and No/100 (\$203,303.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

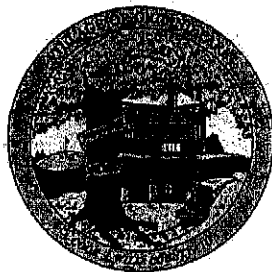
Encl:

cc: Ed Wilmes  
Barb O'Brien

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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August 12, 2011

Mr. Michael Mondus, P.E.  
Spaceco, Inc.  
9575 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018

**NOTICE OF AWARD – MAIN STREET TRIANGLE PHASE II**


Dear Mr. Mondus:

This notification is to inform you that on August 1, 2011, the Village of Orland Park Board of Trustees approved awarding Spaceco, Inc. the contract in accordance with the proposal you submitted dated July 13, 2011, for Main Street Triangle Phase II Engineering for an amount not to exceed Two Hundred Three Thousand Three Hundred Three and No/100 (\$203,303.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by August 26, 2011.

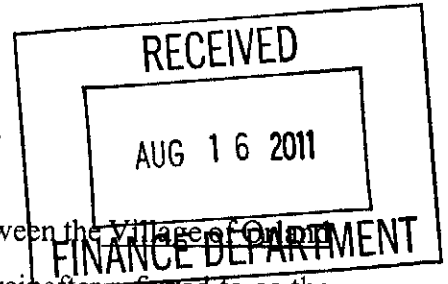
1. Enclosed is the Contract for Main Street Triangle Phase II Engineering. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please fill out the Certifications and return them directly to me.
3. The Village does have a current Certificate of Insurance on file. Please make sure that we are sent a new one upon any renewals that occur within the term of the contract.

**Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts and certifications are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,  
*Denise Domalewski*   
Contract Administrator

cc: Ed Wilmes

**VILLAGE OF ORLAND PARK**  
**Main Street Triangle Phase II Engineering**  
**(Contract for Professional Engineering Services)**



This Contract is made this **12th day of August, 2011** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Spaceco Inc. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- This Contract
- The Terms and Conditions
- The Proposal(s) dated July 13, 2011, as it is responsive to the VILLAGE's requirements
- All Certifications required by the Village
- Certificates of Insurance

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

**Provide professional engineering services related to phase II construction of the Main Street Triangle redevelopment as described in the attached proposal. See proposal dated July 13, 2011 for complete scope of work as requested by the Village of Orland Park**

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

UNIT PRICE (not to exceed): see proposal for TASK details

□ Site Preparation Work	\$ 75,603.00
□ Roadway Work	46,250.00
□ Stormwater Management Work	13,500.00
□ Miscellaneous Design Work	37,800.00
□ Bidding Assistance	8,500.00
□ Construction Phase (hourly)	12,000.00
□ All Phases – Consultations (11 meetings @ \$650 ea)	7,150.00
□ Reimbursable Expenses (cost + 10%)	2,500.00

**TOTAL COST:** An amount not to exceed Two Hundred Three Thousand Three Hundred Three and No/100 (\$203,303.00) Dollars.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole

discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orland-park.il.us

**To the CONTRACTOR:**

Michael Mondus, P.E.  
Spaceco, Inc.  
9575 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018  
Telephone: 847-696-4060  
Facsimile: 847-696-4065  
e-mail: [mmondus@spacecoinc.com](mailto:mmondus@spacecoinc.com)

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section


2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.


**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 13: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 14: COUNTERPARTS** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE  
By:   
Print Name: Paul G. Grimes  
Village Manager  
Its: Village Manager  
Date: 8/17/11

FOR: THE CONTRACTOR  
By:   
Print Name: Michael Mondus  
Its: Vice-President  
Date: 8-15-11



**VILLAGE OF ORLAND PARK  
PROFESSIONAL ENGINEERING SERVICES  
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
  
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

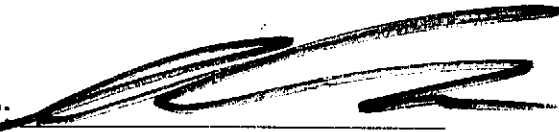
determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

Spaceco, Inc. (ENGINEER)

By: 

Officer

8-15-11

Date

Print Name: Michael Mondus

VILLAGE OF ORLAND PARK

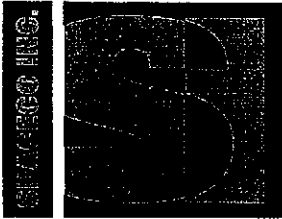
By: 

Officer

8/17/11

Date

Print Name: Paul G. Grimes  
Village Manager



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065



CONSULTING ENGINEERS

SITE DEVELOPMENT ENGINEERS

LAND SURVEYORS

July 13, 2011

**VIA EMAIL**

Mr. Edward Wilmes  
Village of Orland Park  
Public Works Department  
15655 Ravinia Avenue  
Orland Park, IL 60462

Phone: (708) 403-6350  
Email: [ewilmes@orland-park.il.us](mailto:ewilmes@orland-park.il.us)

**RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL  
MAIN STREET TRIANGLE PHASE II/ORLAND PARK PLAZA  
ORLAND PARK, ILLINOIS  
SPACECO Project No.4278.05**

Dear Ed:

In response to your request, SPACECO, Inc. is pleased to provide you with this proposal for professional engineering services related to Phase 2 construction of the Main Street Triangle redevelopment in Orland Park, Illinois. The purpose of these services is to provide engineering design, construction plans and specifications for the grading and drainage aspects of the proposed development. The following describes our Understanding of the Assignment, Scope of Services and Fee.

As you know, SPACECO, Inc. has been involved with the development work on the Main Street Triangle for over 6 years and performed the engineering design of the Phase 1 Improvements and has worked closely with the Village and its Attorney on the legal case involving the Orland Park Plaza. In addition, for this project we propose to team with Christopher B. Burke Engineering for the electrical design and subcontract with Norris Design for the streetscape and landscape architecture, Testing Service Corporation for the geotechnical work, and E. Cooney Associates, Inc. for the Environmental Work. All firms have extensive experience working in the Village and with Village staff.

## **UNDERSTANDING OF THE ASSIGNMENT**

- Roadway extensions of Ravinia Avenue, Jefferson Avenue, and B Street through the Orland Park Plaza property to connect 143rd Street to the Main Street Triangle Development.

### **THE WORK**

We will prepare the Final Engineering plans which will include grading, paving, utility service, and drainage aspects of the proposed infrastructure improvements itemized below:

#### *Site Preparation Work on the Orland Park Plaza Property*

- Demolition Plans
- Mass Grading Plans
- Site Restoration Plans

#### *Roadway Work*

- "B" Street from Ravinia Avenue to Jefferson Street
- Jefferson Street from 142<sup>nd</sup> Street to 143<sup>rd</sup> Street
- Ravinia Avenue from Crescent Street to 143<sup>rd</sup> Street

#### *Stormwater Management Work*

- Modification to the previously issued MWRD Permit
- By Pass Storm Sewer Design

#### *Miscellaneous Design Work*

- Streetscape and Landscape Architectural Design
- Site Electrical Design

#### *Bidding Assistance*

- Prepare Bid Documents
- Bidding Coordination
- Bid Review

#### *Construction Phase*

- Construction Layout
- Grade Verification

SPACECO, Inc. and the project team is also available to perform construction observation and administration which scope can be agreed upon later.



## **PROVIDED BY OTHERS**

- Boundary/ALTA Survey (Gremley & Biederman)
- Topographic Survey (Gremley & Biederman)
- Building Restoration Plans and Architectural Consultation (If Required)
- Permitting (Except As Noted)
- Environmental Assessments, Mitigation, Or Clean-Up

## **SCOPE OF BASIC SERVICES**

### **SITE PREPARATION WORK**

**TASK 1.0 – GEOTECHNICAL INVESTIGATION REPORT:** SPACECO, Inc. will subcontract with Testing Service Corporation to provide up to eight (8) soil borings within the limits of the future rights of ways. These borings will extend to a depth of ten (10) feet. Their work shall be performed in accordance with their proposal dated July 11, 2011.

**TASK 2.0 – ENVIRONMENTAL SITE WORK:** SPACECO, Inc. will subcontract with E. Cooney Associates, Inc. to provide Environmental consultation in accordance with their proposal dated July 13, 2011.

**TASK 3.0 – DEMOLITION PLANS:** We will prepare plans showing the limits of demolition for the existing buildings and utilities. The plan will utilize the existing topographic survey in identifying features that shall be demolished and/or removed. We will work with the Village's selected site contractor to modify the plan as required to locate additional features that shall be demolished and/or removed.

**TASK 4.0 – MASS-GRADING PLAN:** This task will consist of the preparation of a mass-grading plan for the site. The grading plan will show existing topographic contours, proposed roadway and block elevations, representative proposed subgrade spot elevations in the anticipated parking areas, and subgrade centerline elevations for the proposed roads. We will provide a letter report with earthwork calculations and grading assumptions that quantifies the amount of fill that is required to raise the site.

**TASK 5.0 – SITE RESTORATION PLANS:** We will prepare plans showing how the area east of the Jefferson Avenue right of way shall be temporarily restored during the initial phases of the work. This includes restoration to utilities that service the building area that shall remain and the parking areas that will be utilized by the building.

## **ROADWAY WORK**

**TASK 6.0 - FINAL ENGINEERING OF ROADWAYS ("B" STREET FROM RAVINIA AVENUE TO JEFFERSON STREET, JEFFERSON STREET FROM 142<sup>ND</sup> STREET TO 143<sup>RD</sup> STREET, RAVINIA AVENUE FROM CRESCENT STREET TO 143<sup>RD</sup> STREET:** This task will consist of the preparation of the design documents for submittal to the municipality and permit applications to the regulatory agencies that govern the work.

**Preparation of Plan Drawings:** The plan drawings will include the final design drawings, technical specifications, and other documentation for the final design of on-site engineering improvements. The plans will be in English units of measurement. This work will include; plan notes, typical sections, alignment & ties, plan & profile sheets, cross-sections, geometric plan, water distribution, water service, sanitary sewers, sanitary sewer service, storm sewers, paving for roadways/parking areas, grading, erosion control, details, pavement marking/signing, and earthwork calculations. Our design of underground utilities will be up to five feet from the outside of the building wall for service connections.

Construction specifications will be shown on the drawings for storm sewer, sanitary sewer, watermain, pavement, and grading. We will reference the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007 by the Illinois Department of Transportation, and the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois". SPACECO, Inc.'s preparation of the specifications shall not be construed to relieve the Contractor in any way from his sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications.

We will coordinate with the gas, phone, and electric companies to determine what facilities they anticipate bringing into the site and include their design plans into the roadway improvement plans.

**Permit Applications:** We will prepare permit applications for water and sewer for submittal to the appropriate authorities. We will submit an initial application to the Illinois Environmental Protection Agency for a Notice of Intent (NOI) for mass-grading purposes. Permit application fees are not included in our fee. This does not warrant that such approval shall be obtained.

## **STORMWATER MANAGEMENT DESIGN**

**TASK 7.0 - MWRD PERMITTING:** This task will consist of preparing the application for submittal to the MWRD for modification of the previously issued permit relating to the required detention volume for the site. Permit application fees are not included in our fee. This does not warrant that such approval shall be obtained. During the permit review process, follow-up information, re-submittals, and additional documentation are anticipated to be required.

**TASK 8.0 - BYPASS STORM SEWER DESIGN:** The plan drawings will include the final design drawings, technical specifications, and other documentation for the final design of the 48" bypass storm sewer from 143<sup>rd</sup> Street to Crescent Street.

## **MISCELLANEOUS DESIGN WORK**

**TASK 9.0 – STREET LIGHTING/ELECTRICAL DESIGN:** We will prepare roadway lighting and electrical plans for Ravinia Ave, Jefferson Street and "B" Street. The lighting and electrical plans will be submitted to the necessary reviewing agencies for approval. Based upon information known to date, we are proposing the following Tasks for the lighting and electrical design:

**Task 9.1 – Data Collection and Initial Project Coordination:** We will meet with the appropriate personnel at the Village of Orland Park, local reviewing agencies and representatives from the utility companies to determine the minimum lighting requirements, source of electrical service, preferred lighting unit types and control equipment for the proposed improvement. We will visit the site to verify the existing lighting/electrical conditions. One meeting and one site visit are scheduled under this task.

**Task 9.2 – Photometric Submittal:** Based on the information collected in Task 9.1, lighting analysis will be performed to determine pole layout in accordance with Local Ordinances and American National Standards Institute – Illuminating Engineering Society of North America (ANSI-IESNA) RP-8-00 Roadway Lighting Recommendations, and/or the Owner's requirements. The preliminary plans along with the supporting design calculations, photometric analysis and proposed design criteria will be submitted to the Village for review and approval. We assume all of the work under this task will be required by the Village for their approval of the lighting design.

**Task 9.3 – Plan Drawing Preparation:** Upon approval from the reviewing authorities, we will prepare proposed roadway lighting and detail plans. The plans drawings will include locations of the lighting units, locations and sizes of electric cable and raceways, power source location, controller and electrical hand holes. Detail sheet(s) of the lighting and electrical equipment including concrete

foundation detail and electrical controls will be prepared to accompany the plan drawings. It is assumed there will be 120 volt receptacles mounted to proposed roadway light poles, and at every tree grate. Electrical provisions will be provided for irrigation pump connections. It is anticipated that additional lighting controller(s) will be required as the controllers designed in Phase I do not have sufficient capacity (due to location and size) to service the anticipated loads for Phase II.

Task 9.4 – Summary of Quantities and Cost Estimate: An opinion of probable construction cost will be prepared along with a listing of the summary of quantities for the roadway lighting work.

TASK 10.0 – STREETScape AND LANDSCAPE ARCHITECTURE: SPACECO, Inc. will subcontract with Norris Design to provide Streetscape, Landscape Architectural, and Irrigation design work. The Streetscape principles and design concepts utilized with the first phase of the Main Street Triangle development will be used on Ravinia Avenue, Jefferson Avenue, and B Street. Their work shall be performed in accordance with their proposal dated May 25, 2011.

TASK 11.0 – SUBCONTRACTOR COORDINATION: We will coordinate the design work of professionals performing subcontract design work on this project; this includes Norris Design, Testing Service Corporation, and E. Cooney Associates, Inc.. Our fee to perform this coordination will be 10% of their cost to us.

### **BIDDING ASSISTANCE**

TASK 12.0- BID DOCUMENT PREPARATION: We will prepare bid documents in accordance with the standards provided by the Village. The documents will include a summary of the work and quantity sheets.

TASK 13.0 - BIDDING ASSISTANCE: We will coordinate the bidding process with the contractors and provide assistance to them and address RFI's during the bid process. We will schedule and attend a pre-bid and bid opening meeting. We will summarize the bids and provide a bid comparison spreadsheet. We will provide a bid award recommendation letter. SPACECO, Inc. is not responsible for contractor negotiations or awarding contracts.

## **CONSTRUCTION PHASE**

**TASK 14.0 –CONSTRUCTION STAKING AND GRADE VERIFICATION:** We will provide surveying services to provide vertical and horizontal baseline control for the selected contractor. Right of way and property corners will be staked on the field. It is assumed this staking will be utilized by the contractor to establish control for their work and that they will be responsible to provide their own construction layout for a majority of the improvements.

As requested we will provide surveying services to verify existing and proposed grades. This work will be performed as requested by the Village during the construction process.

## **ALL PHASES OF WORK**

**TASK 15.0 - CONSULTATIONS:** As requested we will attend meetings with the Client, municipal staff, utility companies and other members of the project team. We will also attend meetings for public hearings, Zoning Board of Appeals, Plan Commission or Village Board meetings as required. Since the number of these meetings is difficult to quantify, this task is proposed to be billed on a time and materials basis. We have budgeted attending 2 public meetings and 9 client meetings.

## **SUPPLEMENTAL SERVICES**

Normal and customary engineering and surveying services do not include service in respect to the following categories of work which are usually referred to as Supplemental Services. If Client shall so advise SPACECO, Inc. and we shall perform or obtain from others such services, SPACECO, Inc. will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project includes, but is not limited to the following:

- Services due to major changes in the general scope of the project.
- Revising studies, reports, and design documents which the Client, the municipality, and/or other governmental agencies have previously approved.
- Providing Engineering Design and Construction Services for:
  - Unusual or unanticipated improvements.
  - Additional off-site improvements requested by the Client or governmental agencies.
  - Improvements necessary to the project development beyond those being included under Basic Services herein.
  - Lift stations.
  - Structural Engineering.
  - NPDES/Erosion Control Report.
  - Traffic impact studies.
- Providing construction observation in support of the engineering plans. Visiting the site for preparing punchlists, or for comparing the Contractor's invoices against the approved final design plans and the Engineer's quantity take-offs.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Environmental assessments.
- Preparation of any plats (ALTA Surveys, etc.) or documents not explicitly identified under Basic Services.
- Record drawings.

## FEES

	<u>Amount</u>
<b><u>Site Preparation Work</u></b>	
Task 1.0 - Geotechnical Report (Testing Service Corp.)	\$3,950 Budget
Task 2.0 – Environmental Site Work (E. Cooney Associates, Inc.)	\$59,653 Budget
Task 3.0 - Demolition Plans	\$3,500 Lump Sum
Task 4.0 - Mass-Grading Plans	\$3,500 Lump Sum
Task 5.0 - Site Restoration Plans	<u>\$5,000 Lump Sum</u>
<b><i>Subtotal Site Preparation Tasks</i></b>	
<b><i>\$75,603</i></b>	
<b><u>Roadway Work</u></b>	
Task 6.0 - Final Engineering of Roadways	
Ravinia Street    Final Geometry	\$2,000 Lump Sum
Final Engineering (480 L.F.)	\$19,500 Lump Sum
B Street          Final Geometry	\$1,000 Lump Sum
Final Engineering (220 L.F.)	\$6,000 Lump Sum
Jefferson Street Final Geometry	\$1,500 Lump Sum
Final Engineering (650 L.F.)	<u>\$16,250 Lump Sum</u>
<b><i>Subtotal Roadway Tasks</i></b>	
<b><i>\$46,250</i></b>	
<b><u>Stormwater Management Work</u></b>	
Task 7.0 – MWRD Permitting	\$8,500 Lump Sum
Task 8.0 – By Pass Storm Sewer Design	<u>\$5,000 Lump Sum</u>
<b><i>Subtotal Stormwater Management Tasks</i></b>	
<b><i>\$13,500</i></b>	
<b><u>Miscellaneous Design Work</u></b>	
Task 9.0 – Street Lighting/Electrical Design	
Sub-Task 9.1 – Data Collection and Initial Project Coordination	\$2,000 Lump Sum
Sub-Task 9.2 – Photometric Submittal	\$1,500 Lump Sum
Sub-Task 9.3 – Plan Drawing Preparation	\$5,500 Lump Sum
Sub-Task 9.4 – Summary of Quantities/Cost Estimate	\$1,000 Lump Sum
Task 10.0 - Streetscape and Landscape Architecture (Norris Design)	
Schematic Landscape Plans	\$2,800 Lump Sum
Design Development	\$3,200 Lump Sum
Irrigation Design	\$4,000 Lump Sum
Construction Documents and Specifications	\$9,500 Lump Sum
Task 11.0 – Subcontractor Coordination	<u>10% of Cost. Budget \$8,300</u>
<b><i>Subtotal Miscellaneous Design Tasks</i></b>	
<b><i>\$37,800</i></b>	

**Bidding Assistance**

Task 12.0 – Bid Document Preparation

Task 13.0 – Bidding Assistance

Tasks 12.0 and 13.0

\$8,500 Lump Sum

**Construction Phase**

Task 14.0 – Construction Layout and Grade Verification

Hourly, Budget \$12,000

**All Phases of Work**

Task 15.0 – Consultations

(Assumes 11 Meetings @ \$650 per Meeting)

Hourly, Budget \$7,150

Reimbursable Expenses

Cost+10%, Budget \$2,500

(We anticipate providing 20 Sets of Plans and Specifications during the Bidding Phase)

***Total Project Budget***

***\$203,303***



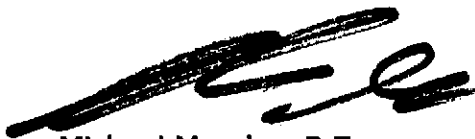
Our services will be invoiced monthly on a percent complete basis. Payments are due within thirty days after invoicing.

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 enclosed General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. If you wish to discuss the terms, conditions and provisions of this agreement, I would be pleased to do so at your earliest convenience. All reproductions and delivery services will be billed to the Client on a cost plus 10% basis.

If this proposal meets with your approval, please sign both copies and return one to us for our files.

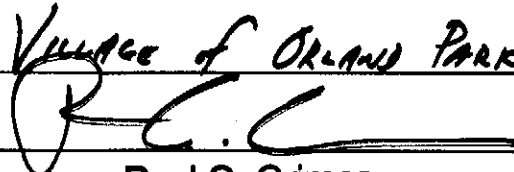
Sincerely,

SPACECO, Inc.



Michael Mondus, P.E.  
Vice President

c: R. Stawik, B. Loftus - SPACECO, Inc.  
File Copy

ACCEPTED FOR: Village of ORLAND PARK  
BY:   
TITLE: Paul G. Grimes  
Village Manager  
DATE: 8/17/11



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
 Phone: (847) 696-4060 Fax: (847) 696-4065



**STANDARD CHARGES FOR PROFESSIONAL SERVICES**

January 1, 2011

	<u>Hourly Rate</u>
Principal .....	\$225.00
Senior Engineer .....	\$180.00
Engineering Group Manager.....	\$155.00
Senior Project Manager .....	\$130.00
Land Development Resource Manager .....	\$130.00
Senior Design Engineer .....	\$120.00
Project Manager.....	\$115.00
Design Engineer III.....	\$115.00
Design Engineer II .....	\$100.00
Design Engineer I .....	\$ 85.00
Technician .....	\$100.00
Drafter .....	\$ 92.00
CAD Manager.....	\$110.00
Senior Professional Land Surveyor.....	\$155.00
Surveying Group Manager .....	\$125.00
Professional Land Surveyor .....	\$120.00
Survey Manager .....	\$112.00
Survey Crew .....	\$160.00
Three Man Crew .....	\$220.00
Survey Robotic Equipment Surcharge .....	\$55.00/day
Survey GPS Equipment Surcharge .....	\$100.00/day
Hydrographic Survey Boat with Equipment .....	\$550.00/day
Word Processor.....	\$82.00
Clerk.....	\$55.00
Engineering Intern .....	\$46.00
Director of IT Services.....	\$130.00

**REIMBURSABLE EXPENSES**

Fax .....	\$0.50/page
Outside copy service, messenger, overnight delivery, photos .....	Cost + 10%
Mileage .....	\$0.50/mile
Electronic Transfer .....	\$ 40.00

A surcharge of 50 percent will be added to hourly rates for expert witness testimony and depositions. SPACECO, Inc. reserves the right to increase these rates and costs by 5% after December 31, 2011.



**TESTING SERVICE CORPORATION**

*Local Office:*

457 E. Gundersen Drive, Carol Stream, IL 60188-2492  
630.653.3920 • Fax 630.653.2726

*Corporate Office:*

360 S. Main Place, Carol Stream, IL 60188-2404  
630.462.2800 • Fax 630.653.2888

Local Office  
July 11, 2011

Mr. Michael Mondus  
Spaceco, Inc.  
9575 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018

RE: P.N. 47,333  
Geotechnical Exploration  
Roadway Improvements  
Ravinia & Jefferson Avenues  
Main Street Triangle  
Orland Park, Illinois

Dear Mr. Mondus:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It responds to your email dated July 8, 2011 and related telephone conversation. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for pavement design and construction in connection with the proposed roadway improvements.

**Project Description:**

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

- Main Street Triangle is located at the northwest corner of LaGrange Road (U.S. Route 45) and 143<sup>rd</sup> Street in Orland Park, Illinois. The project site encompasses a strip shopping center present on this corner.
- It is understood that the existing shopping center is to be demolished. Ravinia and Jefferson Avenues will then be extended through the site, with a short connector street also lying between them. The new roads have an overall length of approximately 1300'.

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 6 to 8 soil borings as part of our Geotechnical Exploration. They will all be extended to a depth of 10 feet. Total drilling footage on this basis is estimated to be up to about 80 lineal feet. No pavement cores of existing asphalt parking lots or loading dock drives are planned.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. No borings are planned inside of the existing structures.

TSC will utilize personnel 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 private underground utility lines will have to be marked by the property owner or their agents.

Soil samples will be obtained by split-spoon or thin-walled tube methods. Sampling will be performed at 2½-foot intervals for the first 10 feet and not exceed 5-foot intervals below this level. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with the borings in pavement areas to be patched upon completion.

#### **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 pocket penetrometer estimates of unconfined compressive strength, as appropriate. One (1) Atterberg limit determination, one (1) grain-size (sieve and hydrometer) analysis and one (1) loss-on-ignition test are included in the project budget. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

#### **Engineering Report:**

Upon completion of sampling 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 the roadway improvements, 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 pavement subgrade.
- Estimated Illinois Bearing Ratio (IBR) value for pavement design.

**Fees and Scope:**

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Three Thousand Nine Hundred and Fifty Dollars (\$3,950.00) 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 August 31, 2011.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). Because this project is funded in part or total by state or local government sources, it is subject to IPWA requirements. The unit prices provided in the attached fee schedule are meant to comply with the IPWA.

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

**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 Mondus  
Spaceco, Inc.  
9575 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018  
Telephone: (847) 696-4060  
Email: [mmondus@spacecoinc.com](mailto:mmondus@spacecoinc.com)

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.

Spaceco, Inc.  
P.N. 47,333 - July 11, 2011

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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:cn

Enc: Cost Estimate  
General Conditions  
Project Data Sheet

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

\_\_\_\_\_  
(NAME)  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(DATE)

**COST ESTIMATE**  
**Geotechnical Exploration**  
**Roadway Improvements**  
**Ravinia & Jefferson Avenues**  
**Main Street Triangle**  
**Orland Park, Illinois**  
**TSC P.N. 47,333**

ITEM		UNITS	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Two-Man Layout Crew to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	0.0	150.00	\$ 0.00
1.2	Layout Crew Chief	Hour	3.5	90.00	\$ 315.00
1.3	Permits, Bonds and Other Direct Charges	Cost + 10%	0	0.00	\$ 0.00
<b>DRILLING AND SAMPLING</b>					
MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW					
2.1	Drill Mounted on Truck	Each	1	450.00	\$ 450.00
2.2	Drill Mounted on All-Terrain Vehicle	Each	0	600.00	\$ 0.00
ADVANCE BOREHOLES BY SOLID OR HOLLOWSTEM AUGER METHODS					
2.3	0 - 25 Foot Depth	Foot	80.0	14.00	\$ 1,120.00
2.4	25 - 50 Foot Depth	Foot	0.0	17.50	\$ 0.00
SOIL SAMPLING					
2.5	Split-Spoon Procedure/0 - 50'	Each	32	20.00	\$ 640.00
<b>OBTAIN PAVEMENT CORES</b>					
2.6	Core Van and One-Man Crew (Regular Time Portal to Portal)	Hour	0.0	130.00	\$ 0.00
2.7	Bit Wear - Per Inch of Asphalt Pavement	Inch	0.0	2.50	\$ 0.00
2.8	Patch Holes with Cold Patch Asphalt or Non-Shrink Grout	Each	0	8.00	\$ 0.00
2.9	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	0	12.00	\$ 0.00
<b>DRILL CREW PREVAILING WAGE SURCHARGE</b>					
3.1	2 Person Drill Crew, Regular Time (Up to 8.0 Hours per Day)	Hour	8.0	25.00	\$ 200.00

Spaceco, Inc.  
P.N. 47,333 - July 11, 2011

ITEM	UNITS	QTY	RATE	COST	
<b>LABORATORY TESTING</b>					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	32	4.00	\$ 128.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	32	6.50	\$ 208.00
4.3	Unconfined Compressive or Torvane Shear Strength of Cohesive Soils	Each	0	13.00	\$ 0.00
4.4	Dry Unit Weight Determination	Each	8	6.50	\$ 52.00
4.5	Atterberg Limit Determination	Each	1	75.00	\$ 75.00
4.6	Sieve Analysis with #200 Wash	Each	0	85.00	\$ 0.00
4.7	Sieve Analysis with Hydrometer	Each	1	115.00	\$ 115.00
4.8	Consolidation Test	Each	0	500.00	\$ 0.00
4.9	Modified Proctor Test	Each	0	175.00	\$ 0.00
4.10	Illinois Bearing Ratio (IBR) with Supporting Tests	Each	0	475.00	\$ 0.00
4.11	Loss-on-Ignition (Organic Content)	Each	1	40.00	\$ 40.00
<b>ENGINEERING SERVICES</b>					
5.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	600.00	\$ 600.00
5.2	Geotechnical Engineer to Perform Special Calculations or Run Slope Stability Analyses	Hour	0.0	120.00	\$ 0.00
5.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	150.00	\$ 0.00
<b>ESTIMATED TOTAL:</b>				<b>\$ 3,943.00</b>	
<b>RECOMMENDED BUDGET:</b>				<b>\$ 3,950.00</b>	





## 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.

**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.



# Project Data Sheet

## TESTING SERVICE CORPORATION

### General Information:

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

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

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

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

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

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

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

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

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

### Send Invoice To:

Purchase Order No: \_\_\_\_\_

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

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

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

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

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

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

### Important Notes:

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\_\_\_\_\_

### Completed By:

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

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

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

### Distribute Reports as Follows:

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

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

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

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

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

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



*E. Cooney Associates, Inc.*  
*Environmental Consultants*

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**July 13, 2011**

**Environmental Site Work Proposal**

**Orland Plaza Property  
Orland Park, IL**

## **SECTION 1**

### **OWNER'S REPRESENTATIVE/ENVIRONMENTAL**

The Owner's Representative will have numerous duties throughout the project. E. Cooney Associates (ECA) is pleased to present the following scope of work elements for consideration.

- Develop Site Investigation and Site Remediation Design Work Plans. Work with Orland Park (Village) representatives to prepare an environmental site Restoration Design Plan. Work with Village representatives to carry out the work necessary to investigate the site, remediate to the extent necessary, and restore the area to beneficial recreational use.
- Develop, as necessary, environmental project documents including procedures needed to detail how the environmental work is to be performed and provide documentation that the work was done in accordance with the approved plans and specifications
- Retain and/or manage environmental contractors to perform the work necessary to investigate, remediate, and restore the Site as needed. Prepare Requests for Proposal and participate in contract negotiations and contract award. Prepare Work Orders and review Change Orders. Coordinate with Village representatives on issues related to the Project.
- Prepare monthly status reports to the Village project team that include a summary of the work completed within the past 30

days, work planned for the next 30 days, budget update, and percentage of project task(s) completed.

- Maintain certain project control points, such as determining field excavation limits by survey, to manage cost during the remediation phase of the work. Collect confirmatory samples as required by the Remedial Action Plan or Site Restoration Plan.
- Prepare SRP technical reports for submission to Illinois. My SRP approach is discussed in Section 2.
- Prepare backfill specifications for site work. Verify the quality of incoming backfill and confirm that all backfill is placed in accordance and compacted in accordance with Park District requirements.
- Other activities as directed by the Village to ensure that the work is performed correctly.

## **SECTION 2**

### **SRP-RELATED ACTIVITIES – DETAILED SCOPE OF WORK**

#### **Norman's Cleaners/Perchloroethylene Releases**

The Remediation Site (the Site) is located at 9628 W. 143rd Street Orland Park, Illinois. The extent of contamination at the Norman's Cleaners property is still undefined; however, the site was enrolled in the Illinois Site Remediation Program on February 1, 2010 (LPC# 0312310009). Soil and groundwater data were collected by the current owner and by E. Cooney Associates.

Chlorinated solvents such as perchloroethylene exist within an area approximately 40 ft x 63 ft. A smaller portion of this area, approximately 20 ft x 30 ft contains concentrated perchloroethylene impacted soils (source area). For this proposal, a concentration of 60 mg/Kg was used to define known boundaries of the source area.

Preliminary groundwater modeling using TACO Equation R26 showed that PCE and vinyl chloride may migrate 9.5 ft and 26 ft, respectively from MW1, assuming the source area is remediated. The Orland Park Ordinance was assumed to be in place to eliminate exposure to impacted groundwater at the Remediation Site.

#### **Orland Plaza Video**

The historic release of gasoline from a former Shell Station (now Orland Video) is of concern because although an NFR Letter was obtained for this portion of the Subject Property, residual impacts remain onsite and will limit future use. In addition, it appears that the institutional controls contained in the NFR Letter are inaccurate. For example, the engineered barrier does not completely cover impacted

soil, and the barrier has not been properly maintained as is required by 35 IAC 742.1100.

### **Orland Plaza/ Asbestos**

The presence of asbestos containing materials (ACM) was noted throughout numerous tenant units located on the Subject Property. Because various units will be demolished following acquisition of the property by the Village of Orland Park, asbestos abatement will be required. An estimated cost for abatement work of \$164,000 was calculated based on preliminary quantity estimates. An asbestos survey/report was previously provided to Village representatives.

### **Required Next Steps**

Continue working within the Illinois EPA's Site Remediation Program (SRP) to fully characterize the extent contamination previously identified on the Norman's Site; determine an effective and cost efficient remedial action; and perform the selected remedial action at the site. These goals will be accomplished in a sequential fashion, including the following:

- Characterize Contamination - This phase will be completed by identifying the data gaps within the existing data and performing an investigation to obtain data necessary to fill the data gaps.
- Determine Remedial Action - This phase will be accomplished by the preparation of a Feasibility Study, which will examine potential remedial alternatives, and determine the remedial alternative that is best suited for the site.

- Perform Remedial Action - This phase will be accomplished by the implementation of the Remedial Action.
- Prepare/Issue Requests for Proposal related to pre-demolition asbestos abatement; as required by the county and EPA.
- Decide future use property uses, including Orland Video to better determine next steps there.

### **Project Planning Activities**

Before continuing additional Site Investigation, a number of planning activities must occur that will ensure the success of the investigation, and ensure that data obtained from the investigation is of sufficient quality to be useful in further analysis of the site and enable other contractors to work safely at the Site.

A **Site Management Plan (SMP)** will be prepared for the site investigation and will provide a written understanding of how site access, site security, management responsibilities, contingency procedures, and waste disposal will be handled. The SMP will detail the process, procedures, and safeguards that will be used to ensure contaminants are not released during implementation of the investigation. The Plan will also outline how wastes encountered or generated during the investigation will be managed and disposed of, including how wastes will be transported off- site for treatment and/ or disposal. Wastes may include impacted soil, wastewater, or solid materials such as debris or asbestos containing materials.



A site- specific **Health and Safety Plan ( HASP)** will be prepared that complies with the applicable Occupational Safety and Health Administration ( OSHA) regulations detailed in 29 CFR Part 1910. The HASP will specify employee training, protective equipment, medical surveillance requirements, standard operating procedures, and a contingency plan in accordance with 40 Code of Federal Regulations (CFR) 300.150 of the National Contingency Plan ( NCP) and 29 CFR 1910.120 1( 1).

### **Site Investigation & Report (Norman's)**

In general a site investigation is conducted to identify the types of contaminants present, the extent of impact (lateral and vertical), concentrations, and location. The goal will be to gather any required additional data suitable to both characterize existing site conditions and better determine the quantity of impacted soil, if any, such that more accurate excavation contours can be developed for the remedial action.

In accordance with 35 IAC Part 742, Tiered Approach to Corrective Action Objectives (TACO), potential exposure routes at the Site include soil ingestion, soil inhalation, and groundwater ingestion. Potential receptors at the Site include residential, industrial/commercial and/or construction worker populations. Future site use will need to be identified before completing the SRP-related work.

The following potential issues will be evaluated.

- Further delineation of potential source areas found during previous investigations.

- Utility corridor survey(s) and surrounding soil testing. Note – if the work area involves removing or replacing existing buried utilities then coordination with others will be needed to facilitate testing.
- Delineation of groundwater contamination above screening levels. It is assumed that the groundwater restriction ordinance for the elimination of the groundwater use pathway in the vicinity of the site will be used to address possible exposure.
- Vapor intrusion modeling, should the Village propose construction of a building on these properties.

Typical site-specific remedial action objectives (“RAOs”) which will be described in the Remedial Objectives Reports for these SRP Sites are:

1. Reduce or eliminate direct exposure to contaminated media to ensure the beneficial use of the Sites based on reasonably anticipated future land use(s).
2. Prevent the leaching of contaminant(s) from the contaminated media to ground water underneath the Site in excess of the maximum contaminant levels (MCLs) for public drinking water or acceptable risk levels.
3. Prevent or minimize further migration of the ground-water contaminant plume and actual or potential impacts to drinking

water supplies and/or ecosystems (e.g., ground water impacts to surface water, sediments, organisms, and/or the food chain).

4. Return the groundwater to its expected beneficial uses where practicable within a reasonable timeframe.
5. Mitigate or abate other situations that may pose a threat to public health or safety or the environment.

### **Determine Remedial Action (Norman's)**

Using the data contained in the investigation and remedial objectives' reports, the next step will be to develop a list of potential remediation strategies – selection is based on effectiveness, workability, availability, and cost. Cost includes capital and annual operating & maintenance. Options and implementation approaches will be presented in the Remedial Action Plans prepared for each SRP site.

### **Implement Remedial Action (Norman's)**

At present, some remedial action (RA) will be necessary at the Site; the best remedy however will not be known until additional data is collected and property future use is determined. The following scope of work and cost estimate was prepared for an assumed (typical) remedial action.

Remedial technologies which may be used to implement remedial action are soil excavation, installation of engineered barriers, and off site disposal of impacted soils. Continued groundwater monitoring, such as for natural attenuation, is a possible RA for migration of

contaminants in groundwater. A groundwater use restriction ordinance will be necessary to eliminate this potential exposure pathway.

Soil work will require earthmoving equipment such as track hoe excavators, front end loaders, and similar construction equipment will be used during the remedial action to conduct these removals.

Excavated materials will be loaded into dump trucks for transport to off site disposal facilities. The actual extent of excavation will be determined by conditions encountered during the remedial action and results of confirmation sampling.

- **Remediation Control Measures** - During the remediation activities, control measures will be in place to maintain a controlled environment for the remediation. These control measures will be implemented throughout the remedial action and include health and safety measures, ambient air monitoring, remedial action related emissions control, control and management of storm water and wastewater, traffic maintenance and control, and decontamination procedures.
- **Work Zone Control** - Work zone control includes health and safety measures, work areas within the Site, Site security, and decontamination.
- **Health And Safety Measures** - The remedial activities will be conducted under a health and safety plan (HASP) that will specify procedures for protecting remediation workers during the remediation. All contractors performing work on the Site will prepare Site specific HASPs to address safety measures

applicable to those activities related to the work each contractor is performing.

- **Project Work Areas** - During the remedial activities Site access will be controlled to secure the remedial action work zone. The perimeter fence will be relocated as necessary during the remedial action. The work will proceed within a work zone established within the perimeter fence, marked by temporary plastic barricade fence fabric, barrier tape, or other methods and materials. Contaminant migration prevention measures, including storm water controls, work zone access controls, and decontamination pads, will be established within the work zone. Air monitoring and project support facilities will be set-up in the zone between the perimeter fence and the work zone, namely support area(s).
- **Decontamination** - Equipment that has been in contact with potentially contaminated soil and debris will be decontaminated before the equipment leaves the work zone. Decontamination will be accomplished by pressure washing or brushing as needed at decontamination pads to remove the materials. Personnel accessing the work zone will pass through a decontamination area and will perform decontamination procedures in accordance with the HASP as they exit the work zone.
- **Emission Controls** - Potential emissions from the remedial activities include organic compounds and dust associated with excavation, material handling, and loading and transportation of impacted soil. Air monitoring will be conducted during the

remedial activities in accordance with an approved Air Monitoring Plan. Corrective action measures and action levels will be included in the Plan.

- **Management Liquids** - Liquids that may be encountered during the remediation activities include groundwater or storm water runoff that accumulates in the excavations and decontamination water. Sumps will be maintained in the excavated areas so that accumulated groundwater or storm water runoff can be removed using pumps customarily used for construction excavation dewatering. Portable holding tanks or tanker trucks will be used to collect and store wastewaters generated during the work. Wastewater will be disposed in accordance with applicable requirements.
- **Transportation & Disposal of Material** - Impacted soil will be loaded into trucks and transported from the Site to the disposal facility(s). Each truck leaving the Site will have a manifest.
- **Backfilling Excavated Areas** - Backfilling will begin as promptly as work permits, but not until completion of the following: depth of excavation has been surveyed for design grade conformance, confirmation samples collected and analyzed with results below applicable RAOs, and base and faces of excavations are inspected and approved for placement of backfill. The types of backfill that will be used during the remedial activities will be in conformance with the requirements of the Village. All backfill brought to the Site will be sampled, if soil-based backfill is used.

- **Restoration** - Project work areas will be restored after remedial activities are completed in accordance with specifications of the Village. It is assumed that backfill will be used to rough grade specifications (ground surface minus 0.5 ft).
- **Confirmation Sampling Plan (CSP)** - In accordance with 35 IAC 740.450, a CSP will be prepared to describe the sampling strategy, procedures, and analytical methods intended for use during the remedial action in order to measure the effectiveness of the remedial action relative to meeting the site derived cleanup levels.

### **SECTION 3**

#### **ESTIMATED COST SUMMARY**

All site-related work will be performed in compliance with all State and Federal requirements. A summary of oversight costs estimated for completing the focused site investigation, preparing a Site Investigation, Remedial Objectives, and Remedial Action Plan Reports and development of associated requests for proposal to perform the needed cleanup work (Norman's and Orland Plaza asbestos) is presented in Table 1. Estimated construction costs are presented in Table 2.

#### **General Assumptions**

- The Norman's site is an SRP site and will be managed, investigated, and remediated in accordance with Illinois EPA requirements. Orland Plaza Video will be investigated, if needed, and based upon Site redevelopment plans or requirements to be provided by the Village. At this time additional investigation and/or cleanup of the Video Store site is beyond the scope of this proposal.
  
- Asbestos abatement work will be contracted separately. ECA will prepare a request for proposal (RFP). It is assumed demolition contractor(s) will be responsible for obtaining demolition permits and providing notice to the county and EPA. Oversight of any abatement work will also be performed by others. ECA can assist the Village in retaining a licensed oversight contractor for ensuring County and EPA abatement requirements including



compliance with emission standards, such as NESHAP requirements, are followed.

- It has been assumed that one project management status report per month will be needed. The report will include the status of the work to date, planned "next" activities, and budget assessment.
- It is assumed that ECA's previously obtained Phase II data collected during the will be acceptable to Illinois EPA as a portion of the work needed to fully investigate the Norman's Site. It is assumed that the Norman's site will receive a focused No Further Remediation (NFR) Letter. Cost estimates for obtaining a comprehensive NFR Letter are no included herein.
- The contaminants of concern (COCs) at the Norman's Site are perchloroethylene (PCE), trichloroethylene (TCE), cis-dichloroethylene (cis-DCE), trans-dichloroethylene (trans-DCE), and vinyl chloride (VC). Symbiont (current owner's consultant) reported the presence of certain non-drycleaning volatile organic compounds such as acetone in its Site Investigation Report. It was assumed that these constituents are laboratory artifacts because these pollutants are common laboratory solvents and not typically encountered at drycleaning sites.
- It was assumed that the groundwater elevations reported by Symbiont were accurate. However, Symbiont's reported hydraulic gradient, hydraulic conductivity, and certain other hydrogeologic parameters needed to calculate site specific

remediation objectives in accordance with TACO were deemed unreliable. As such, ECA independently estimated screening levels for the contaminants of concern in accordance with its experience with SRP requirements.

- It was assumed that a certain amount of residual impacts will remain onsite in soil and/or groundwater following cleanup work. The concentration of these impacts may be below screening levels or institutional controls may be relied on to eliminate exposure pathways. Example institutional controls include the use of engineered barriers and groundwater use restrictions. In addition, engineered barrier(s) may be placed between an existing foundation (bank) or newly constructed foundation and exterior soils to prevent possible future migration of residual contaminants from the exterior to beneath building foundations and/or prevent vapor intrusion. Maintenance of barriers (Norman's Site, video site, or other location) and related costs are beyond the scope of this proposal.
- It was assumed the soil component of the groundwater ingestion route (SCGIR) screening level will be deemed incomplete below the depth to the water table. For purposes of this memo it was assumed that shallow groundwater at the site will be considered Class I (most restrictive).
- It is assumed that the Village groundwater restriction ordinance for the elimination of the groundwater pathway in the vicinity of the site. It has been assumed that three to five temporary monitoring wells, however, may be necessary to fulfill any

additional SRP requirements, such as modeling to perform a Tier 2 Groundwater Evaluation (35 IAC 742, Subpart H).

- The existing buried utilities will remain in place during the work or will be removed by others such that ECA can verify if impacts exist to the underlying soils.
- It has been assumed that the Village may elect to proceed (at risk) with certain portions of the work while Illinois EPA approval is pending. One reason for performing work-related activities before receiving final approval is to shorten the construction schedule.
- It was assumed that none of the future investigation or cleanup costs will be reimbursed from the drycleaner fund due to a transfer in property ownership. Based on conversations with a fund representative to be eligible for reimbursement a drycleaner has to be licensed, have pollution liability insurance, and have filed a claim and received a remedial benefit by June 30, 2006. If ownership is transferred and the new owner continues to operate the store as a drycleaner then as long as the licensing and insurance are kept current (no lapses allowed) the license, insurance coverage, and claim/benefit can be transferred to the new owner. The new owner is then eligible to receive benefits as long as the license and insurance are kept current. However, if the new owner does not continue to operate as a drycleaner, then as long as the current drycleaner is up to date with the license and insurance (must be current & with no lapses on the last day he operates the cleaner) then the license

and insurance can be transferred to a new owner, but the claim/benefit remains with Norman's. In this case, Norman's would be required to sign fund related documents such as budgets and scope of work.

### **Example Remediation Work Estimate**

It has been assumed that the SRP process will require 12 – 18 months to complete with actual site work comprising about 50% of this time and Illinois EPA, Village, and community review taking about 50% of the time. Cost elements include:

- Project planning costs including preparation of various work-related plans such as the Health & Safety Plan, Site Management Plan, and Quality Assurance Plan.
- SRP reporting including preparation of the Site Investigation, Remedial Objectives, Remedial Action, and Completion Reports. A hypothetical cleanup and estimated costs are presented below.
- Site investigation activities will include soil sampling, utility corridor sampling, and limited groundwater testing. Additional data may be required for modeling purposes or site characterization. To the extent data gaps are found during our investigation, additional samples may be necessary.
- Vapor intrusion and plume migration modeling studies for risk characterization, if needed, will be performed as part of the site investigation-remedial objectives portions of this work.
- Participation in meetings and preparation of monthly status reports.

### **Example Remediation Approach**

The following approach was prepared to provide a cost estimate of one potential remediation approach. Depending on the data collected during the site investigation and the risk assessment output, other approaches may be more technically feasible and/or cost effective. Other remedies may include chemical oxidation, chemical reduction, or soil vapor extraction. **Because final restoration/future use plans for the site is unknown at this time, this conservative approach was formulated to provide flexibility in considering future use alternatives.** Other, more cost effective remedies may be applicable based on the desired future use. Request for proposals to perform any remediation will be prepared by ECA.

Free Product: Perchloroethylene and related degradation products found in concentrations which exceed soil saturation limits (free product or source material per 35 IAC 742.305) will be removed at the unit cost of \$276 - \$450/ton. The nearest permitted facilities which can accept this waste type are located in Indianapolis or Detroit.

Shallow Soil (0 – 10 ft) – excavate areas to maximum depth of 10 ft (inhalation pathway exclusion) or 6 ft (ingestion pathway exclusion – includes 3 ft of clean fill + 3 ft of soil/barrier)). Residual contamination below these depths may remain if an engineered barrier is used to eliminate the exposure pathway. It has been assumed that contaminated soil will be disposed at a unit rate of \$55/ton. It has been assumed that Illinois EPA will authorize the disposal of this low impacted soil to a local landfill in accordance with the requirements of 35 IAC 721, Subpart C, 35 IAC 728,149; 35 IAC 813 and 35 IAC 811.

**Deep Soils** – It is assumed that residual contamination if found present at depths greater than 10 ft will be capped in place (engineered barrier) unless concentrations exceed the source material definition or a migration pathway scenario that is deemed active, such as migration laterally to a nearby storm sewer. In this event excavation may be required. It has been assumed that the engineered barrier will consist of compacted clay, geotextile fabric, such as Bentomat™, concrete, and/or asphalt.

**Groundwater** – It has been assumed that modeling alone will be needed to determine potential for migration offsite. It has also been assumed that the groundwater ingestion pathway will be eliminated by an institutional control, i.e., Groundwater Use Restriction Ordinance.

**Construction Worker** – Worker caution will be included as institutional control in NFR Letter.

**Vapor Intrusion** – Hypothetical contamination remaining in place (capped) is not modeled to present a vapor intrusion risk which exceeds  $1 \times 10^{-6}$  risk criteria (carcinogens).

A summary of costs estimated for this assumed cleanup is presented in Table 2.

Table 1. Project Cost Estimate – ECA Oversight including additional focused site investigation

Project Activity	Estimate	Basis
Preparation of Site Investigation, Remedial Objectives, Remedial Action Plan Documents	\$25,000	T&M Estimate
Prepare Various Bid Documents	\$5,600	T&M Estimate
Surveying/CAD	\$3,000	T&M Estimate; ECA subcontractor
<b>Additional Site Investigation</b>		
Norman's Cleaners	\$11,150	Driller (prevailing wage) + well placement + sol/groundwater sampling
Orland Video	\$0	Assumed complete pending Village future use plan
Other Areas	\$0	Assumed complete pending Village future use plan
Field Oversight	\$4,480	T&M Estimate
<b>Technical Meetings</b>		
	\$5,000	T&M Estimate
<b>Subtotal</b>	\$54,230	
<b>Contingency</b>	\$5,423	10% Assumed
<b>Total Estimate</b>	\$59,653	



Table 2. Project Cost Estimate – Technical &amp; Construction (For Discussion)

Project Activity	Estimate	Basis
<b>Professional Services (Table 1)</b>	\$54,230	
<b>Example Asbestos Abatement Fees &amp; Abatement</b>	\$168,000	Based on cost factors - actual cost may be different; RFP to be issued.
<b>Example Drycleaner - Soil Remediation</b>		Based on cost factors - actual cost may be different; RFP to be issued.
Waste Profile - 3 samples	\$3,000	Landfill Costs
Source Area - 40 tons	\$18,000	Estimate based on hypothetical cost factors and assumed tonnage
Non-source area (> LDR) - 293 tons	\$81,000	Estimate based on hypothetical cost factors and assumed tonnage
Transportation (RCRA Waste)	\$51,000	Estimate based on hypothetical cost factors and assumed tonnage
Non-source area (< LDR) - 641 tons	\$35,000	Estimate based on hypothetical cost factors and assumed tonnage
Transportation (non-RCRA Waste)	\$12,500	Estimate based on hypothetical cost factors and assumed tonnage
Liquid Disposal (If needed)	\$3,500	Estimated based on 0.50/gal at 4,000 gal total + site time
Confirmatory Sampling	\$10,500	Estimate based on area impacted
Field Oversight	\$6,720	T&M Estimate
Backfill	\$24,000	Based on soil removed + 10%; CA6 assumed
<b>Subtotal</b>	\$467,450	
<b>Contingency</b>	\$46,745	10% Assumed
<b>Total Estimate</b>	\$514,195	

## **SECTION 3**

### **QUALIFICATIONS**

ECA has helped a variety of clients, from individuals to multibillion dollar revenue-sized companies solve air, wastewater, storm water, groundwater, and waste management problems since 1994. I have briefly summarized a few of the community-related projects for your review. **A summary of projects can be found at [www.ecooney.com](http://www.ecooney.com).**

#### **Relevant Park District Experience**

- Oak Park
- Arlington Heights
- Cary
- Glen Ellyn
- Naperville
- Lisle
- Wheeling
- Bensenville
- Berwyn
- Bartlett

#### **Relevant Municipal Experience**

- Arlington Heights
- Murphysboro
- Orland Park
- Elmhurst
- Deer Park

## Relevant Manufacturing Experience

- Nissan of North America
- Union Tank Car Company
- Penn Aluminum International
- Sun Container
- Ray Graham Association
- Acme Refining

## Example Projects

- Provided technical assistance to the Naperville Park District for the characterization and ongoing investigation of Nike Park and the Nike Park Extension. Have met with Illinois EPA and spoken with representatives of the USACE regarding the concurrent activities at the former Nike missile site. **This work was done on time and under budget.**
- Owner's Representative for the Park District of Oak Park. Managed an oversight team responsible for the site investigation and cleanup of a former Manufactured Gas Plant (MGP) facility located beneath Barrie Park. Assisted with design of technical aspects of the project including the investigation of the Park and area groundwater. Provided technical assistance for legal agreements negotiated between the Park District and responsible parties, ComEd and Nicor. Supervised the onsite investigation and design of remedial approach needed to safely clean-up the site. Worked closely with community groups to explain each facet of the work. Worked closely with representatives of the Illinois EPA to ensure that the Park

District's interests were represented and that each SRP document was prepared correctly and completely.

- Provided technical assistance to the City of Murphysboro, Illinois for the characterization and cleanup of a former scrap yard and rail yard within a residential neighborhood. Participated in Illinois EPA meetings with community members and subsequent U.S. EPA- led emergency remedial action.
- Provided technical assistance to the City of Murphysboro, Illinois for the characterization and ongoing investigation of two former manufactured gas plants located within City limits. Also assisted City with review and oversight of leaking underground storage tanks at area gas stations.
- Consulting engineer and owners representative for the investigation and cleanup of Ridgeway Cleaners located in Park Ridge. Site work is being conducted within the Illinois Site Remediation Program.
- Owner's representative for a potential responsible party in Ellsworth, Illinois NPL site. Participated in RI project planning and oversight of sampling activities - soil, groundwater (shallow, intermediate, bedrock), and soil gas. Provided technical expertise regarding findings. Contaminants of concern include perchloroethylene, trichloroethylene, and other solvents.

- Technical expert for Lena, Illinois citizen's group ("NFGN") in case brought to control emissions from a nearby ethanol manufacturing facility. Issues involved prevention of significant deterioration (PSD) permitting and Title V operating permitting. Also worked with the citizen's group, Illinois EPA, Illinois Attorney General, and U.S. District Court (Rockford) to resolve odor issues caused by this plant's emissions.
- Provided technical assistance to the Naperville Park District for the characterization, investigation, and cleanup of Pembroke Park. This work was conducted through the SRP program and was the result of a release from a nearby drycleaner.
- Technical expert for characterization of hazardous wastes at the Gary, Indiana, Ninth Avenue NPL Site.

540 Duane Street  
Glen Ellyn, Illinois 60137  
P 630.547.9372 F 630.790.2204



May 25, 2011

Mr. Michael Mondus, Vice President  
Spaceco, Inc.  
9575 W. Higgins Road, Suite 700  
Rosemont, IL 60018

## ***Triangle Development Streetscape*** ***Orland Park, IL*** Landscape Architecture Proposal

### **PROJECT DESCRIPTION**

Norris Design will provide professional landscape architectural services as described herein for all parkway, intersection and median landscape enhancements for the extensions of Ravinia Avenue, Jefferson Avenue and B Street within the Triangle transit oriented development at the northwest corner of 143<sup>rd</sup> Street and LaGrange Road in Orland Park, Illinois.

### **SCOPE OF WORK**

#### **Task 1 – Schematic Landscape Design**

Utilizing the design theme established in Phase 1 for the Triangle development streetscape, Norris Design will develop a schematic plan for the streetscape planting and hardscape plan for the Ravinia Avenue, Jefferson Avenue and B Street. The project area includes the landscaped parkways, medians (if applicable), and enhanced intersections and crosswalks within the improvement area right of way. The task shall include the following:

- Develop streetscape and median planting plan and plant palette.
- Coordinate sidewalk alignments within ROW with the project engineer.
- Develop enhanced street corner treatments and, if applicable, crosswalk designs at each intersection.
- Prepare two (2) street cross sections illustrating various street section treatments.
- Coordinate pedestrian connectivity with existing and future routes.
- Develop a preliminary cost estimate for the Schematic Landscape Plans.
- Revise the Landscape Plan per Client's comments.

#### **Deliverables include:**

- Schematic Landscape Design to include location of plant material, hardscape, site furnishings and amenities, lighting, and pedestrian connectivity.
- Two (2) street cross sections
- Attendance at one (1) team meeting with the project engineer.
- Preliminary opinion of probable cost

### **Task 2 –Design Development**

Following the Village and project team's review, recommendations, and direction to proceed with the Schematic Design presented as a part of Task 1, Norris Design will develop a Design Development level plan set for to include detailed design of the following:

- Hardscape and paving designs for street corners and crosswalks
- Median and parkway landscaping to include plant material call outs, walls, and planters
- Amenity details (lighting, benches, receptacles, etc.)

A landscape plan will be prepared to include the location and quantities of all existing (to remain) and the location, type, size and quantities of all proposed plant material and site furnishings. The plans will be submitted to the Village for review and comment as part of the Design Development plan process. Following review of the plans we anticipate minor revisions based on comments from the Village. Norris Design will make recommended revisions to the plan prior to commencement of the Construction Documents.

Deliverables include:

1. Design Development Landscape Plan to include detailed hardscape design, plant material call outs and quantities, and site furnishings.
2. Color rendered plan view graphic at 1"=20' for presentation to the Village and project stakeholders
3. Attendance at one (1) team meeting and one (1) meeting with the Village
4. Revised opinion of probable cost

### **Task 3 –Construction Documents and Specifications**

Following the completion of the Design Development Task, Norris Design will prepare documentation necessary to bid and construct the landscape design for the project as follows:

- Provide detailed landscape plans, identifying plant locations and species (at 1" = 20' scale)
- Prepare planting and landscape details
- Provide technical landscape specifications

Deliverables include:

1. Construction Documents submitted to the Village at 75% and 100% completion.
2. Technical landscape specifications
3. Grading detail and spot elevations for high impact areas of each roadway/intersection

**\*\*Note:** Meetings and illustrative graphics requested above and beyond the scope of work outlined above shall be billed at our standard hourly rates following approval by the Client.

### ***Future Tasks***

**Task 4 – Bid Support and Coordination**

**Task 5 – Construction Administration**

## **AGREEMENT QUALIFICATIONS**

### **A. Assumptions**

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information.

1. Base Information to be provided by Project Engineer
2. ALTA Survey
3. Aerial Photography

### **B. Exclusions**

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

4. Illustrative Graphics (other than those identified within this agreement)
5. Photo Composites (other than those identified within this agreement)
6. Engineering (i.e. – Civil, Electrical, Geotechnical, Structural, Mechanical, Traffic, etc)
7. Architectural Plans
8. Construction Administration
9. Irrigation Design

### **C. Definitions**

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

<b>Term</b>	<b>Definition</b>
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item



## TERMS AND CONDITIONS

### A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work on a monthly basis based on work completed.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
8. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
13. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
14. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
15. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
16. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their

successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.

17. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.
18. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
19. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
20. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
21. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
22. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

**B. Standard Hourly Rates**

Principal	\$100.00 - \$130.00/Hour
Senior Planner/Landscape Architect	\$80.00 - \$100.00/Hour
Planner/Landscape Architect	\$65.00 - \$80.00/Hour
Graphic Designer	\$80.00 - \$90.00/Hour
Photographer	\$130.00/Hour
IT Specialist	\$90.00/Hour
Clerical	\$65.00/Hour

**C. Fee Schedule**

Task 1: Schematic Landscape Plan	\$2,800.00
Task 2: Design Development	\$3,200.00
Task 3: Construction Documents and Specifications	\$9,500.00
<hr/>	
Total Fee (excluding expenses)	\$15,500.00

D. Acceptance

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

**Norris Design - IL, LLC**



\_\_\_\_\_  
Name

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 24, 2011

\_\_\_\_\_  
Date

**Spaceco, Inc.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of Incorporation: Illinois  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

SPACECO, Inc. (Corporate Seal)  
Business Name

  
Signature

Robert Stawik  
Print or type name

CFO  
Title

8-15-11  
Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

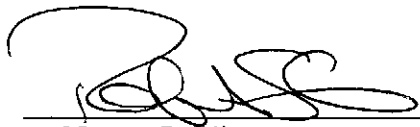
**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

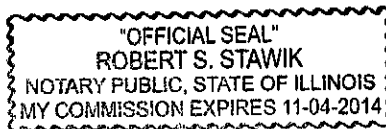
I, Michael Mondus, being first duly sworn certify and say  
that I am Vice-President  
(insert "sole owner," "partner," "president," or other proper title)

of SPACECO, Inc., the Prime Contractor  
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of  
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois  
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United  
States.

  
\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 15<sup>th</sup> Day  
of August, 2011

  
\_\_\_\_\_  
Notary Public



## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:


...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

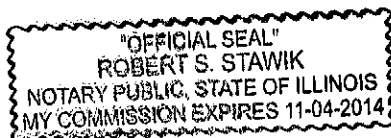
I, Michael Mandus, having submitted a proposal for SPACECO, Inc.  
(Name) (Name of Contractor)  
for Main Street Triangle Phase II to the Village of Orland Park, hereby  
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By:   
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 15<sup>th</sup> Day  
of August, 2011.

  
Notary Public



## **EQUAL EMPLOYMENT OPPORTUNITY**

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

**E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: 

ATTEST: 

DATE: 8-15-11



**TAX CERTIFICATION**

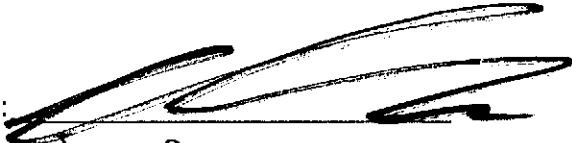
I, Michael Mondus, having been first duly sworn depose and state as follows:

I, Michael Mondus, am the duly authorized agent for SPACECO, Inc., which has submitted a proposal to the Village of Orland Park for Main Street Triangle Phase II and I hereby certify  
(Name of Project)

that SPACECO, Inc. is not

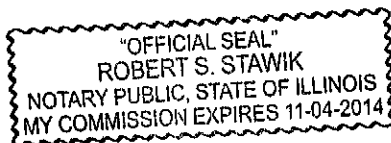
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By:   
Title: Vice-President

Subscribed and Sworn To  
Before Me This 15<sup>th</sup> Day  
of August, 2011.

  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2010

PRODUCER (708)429-3100 FAX: (708)429-3105

Donne Insurance Group, Inc

7777 W. 159th Street

Suite B

Tinley Park

IL 60477

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Spaceco, Inc.

9575 W. Higgins Road

Suite 700

Rosemont

IL 60018

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: The Charter Oak Fire Ins Co

25615

INSURER B: Travelers Ind Co of America

25666

INSURER C: The Travelers Ind Co

25658

INSURER D: Travelers Prop Cas Ins Co

25674

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	680-5251L255	10/15/2010	10/15/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Blkt Contract Liab				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	BA-5437L479	10/15/2010	10/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	<input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY	CUP-7382Y013	10/15/2010	10/15/2011	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-7640Y958	10/15/2010	10/15/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. Workers compensation policy includes waiver of subrogation per form WC 00 03 13.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Orland Park  
Denise Domalewski  
Contract Administrator  
14700 S. Ravinia Avenue  
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~FOR THE POLICY~~

AUTHORIZED REPRESENTATIVE

William Donne, CPCU, *William A. Donne*

## COMMENTS/REMARKS

General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation per form CG D3 81 09 07. Workers compensation policy includes waiver of subrogation per form WC 00 03 13. Automobile liability policy includes blanket additional insured status per form CA 20 48 02 99 and waiver of subrogation per form CA T3 40 02 99.

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173		<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (847) 797-5700 E-MAIL ADDRESS: ccarlo@assuranceagency.com FAX (A/C No.): 847-440-9130	
<b>INSURED</b> SPACECO, Inc. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Landmark American INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 576497152

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			LHR730319	6/1/2011	6/1/2012	Each Occurrence \$2,000,000 General Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Village of Orland Park Attn: Denise Domalewski 14700 Ravinia Ave. Orland Park IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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