



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

August 18, 2022

Val M. Racich, PE
Senior Project Manager
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Re: Proposal for Land Acquisition Services
143rd Street – Creek Crossing Drive to Compton Court
Section: 03-00059-00-WR
Village of Orland Park

Dear Val Racich:

We prepared this letter to serve as the agreement between Christopher B. Burke Engineering, Ltd. (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for land acquisition services requested relative to the 143rd Street, Creek Crossing Drive to Compton Court, Village of Orland Park project.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

Current and valid title insurance commitments, plats, legal descriptions, and for negotiations, approved appraisal report, if applicable, for each parcel.

COMPENSATION

Billing Terms

For our services we will be paid the following lump-sum amounts per parcel:

Parcel / PIN	Appraisal Fee	Review Fee	Negotiation Fee
0001PE / 27-06-406-024	\$2,500.00	\$1,250.00	\$3,500.00
27-06-406-025			
27-06-406-026			
0002PE / 27-07-203-021	\$2,500.00	\$1,250.00	\$3,500.00
0003PE / 27-07-201-005	\$2,500.00	\$1,250.00	\$3,500.00
0004PE / 27-06-410-015	\$2,500.00	\$1,250.00	\$3,500.00
27-06-410-016			
27-06-410-017			
27-06-410-018			
27-06-410-019			
27-06-410-020			
27-06-410-021			
27-06-410-022			
TE (to be added)	\$2,500.00	\$1,250.00	\$3,500.00
Subtotals	\$12,500.00	\$6,250.00	\$17,500.00
Total	\$36,250.00		

Appraisal Reports to be prepared by Mark Polach, Polach Appraisal Group, Inc.

Appraisal Reviews to be prepared by David Rogers, SR/WA, R/W-AC, Hampton, Lenzini and Renwick, Inc.

This appraisal assignment will comply with the following standards, laws, regulations, and policies:

- The Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24,
- The Uniform Standards of Professional Appraisal Practice (USPAP), and
- The Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

Negotiation Fee does not include recording fees, title commitment and/or title insurance policy fees, and trustee and/or lender administrative (processing) fees.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Val M. Racich, PE
Senior Project Manager
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Office Phone: 847-823-0500
E-mail: vrachich@cbbel.com

For the Consultant:

ReJena Lyon, PE, PLS
President/CEO
Hampton, Lenzini and Renwick, Inc.
380 Shepard Drive
Elgin, IL 60123-7010

Office Phone: 847-697-6700
E-mail: jlyon@hlreng.com

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or

asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Entire Agreement

This Agreement, comprising pages 1 through 6, and Exhibit A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

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The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

If this agreement meets with Christopher B. Burke Engineering, Ltd.'s approval, please have the officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.



ReJena Lyon, PE, PLS
President/CEO

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ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by Christopher B. Burke Engineering, Ltd. for Land Acquisition services set forth above.

By _____
Title _____

_____ Date

ATTEST:

By _____
Title _____

Exhibit A

Negotiation Scope

- The negotiator will personally contact the property owner(s) and offer to meet in-person to discuss the project and the acquisition process.
- The negotiator will personally present the approved fair market value of the property (offer to purchase) to the property owner(s).
- The negotiator will document all efforts in the Negotiator's Report which shall contain the names and addresses of all interested parties, and if necessary, a recommendation for further action. The negotiator shall maintain and submit this completed report to the Client upon request.
- The negotiator will review title exceptions and obtain "clear" title.
- The negotiator will obtain proper documentation to secure an adequate interest for the purpose for which it is being acquired.
- The negotiator will be available to meet with Client personnel regarding status.
- The negotiator's files will be available for review by the Client.
- Negotiations will be performed in compliance with IDOT Land Acquisition Policies and Procedures.
- Negotiation services will include obtaining right-of-way certification by IDOT.

Appraisal Scope

- Estimate the compensation to be paid by the Village of Orland Park to individual property owners for the rights to be acquired by the Village along 143rd Street from Creek Crossing Drive to Compton Court.
- The reports will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The reports will be presented in accordance with and are intended to comply with the reporting requirements as set forth in Standard 2-2. Supporting documentation will either be included in the report as addenda exhibits or held in our work files. The depth of discussion in the report will be specific to your needs.
- The definition of market value to be used in this report is the definition cited below.
- The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions)
- In the event of a partial acquisition where there is a remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual

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acquisition of a part of the property must be considered in estimating the value of the remainder after taking.

- Research will be completed to identify appropriate market data.
- Information will be obtained from public sources, private sources including my files, county and township records. When possible, information will be verified by someone directly involved in the sale. At a minimum, sales will be verified by the assessor's office.
- The Jurisdictional Exception Rule of USPAP is not used. The report will comply with all of the requirements of the Uniform Standards of Professional Appraisal Practice. There is no need for use of the Jurisdictional Exception Rule.
- The appraisal reports and appraisal reviews will be completed by Illinois Certified General Appraisers who are on the approved IDOT Appraiser and Review Appraiser lists.