

The logo for RTKL Associates Inc. consists of the letters "RTKL" in a white, bold, sans-serif font, centered within a solid red rectangular background.

March 4, 2011

P. Christopher Kirles
Vice President, Development
Flaherty & Collins Properties
8900 Keystone Crossing
Suite 1200
Indianapolis, IN 46240

RE: Orland Park, Main Street Triangle, Phase 1

Dear: Mr. Kirles,

RTKL Associates Inc. is pleased to submit the enclosed Proposal to provide professional services for the Main Street Triangle (Phase 1) project, located in the village of Orland Park, Illinois.

Please return one fully executed copy of the enclosed Proposal to RTKL for our files. Once we have received our executed original, we will commence with the outlined scope of work.

We look forward to a successful project.

Sincerely,

RTKL Associates Inc.

A handwritten signature in black ink, appearing to read "Keith W. Campbell".

Keith W. Campbell, AIA
Vice President

[KWC/pm]

RTKL Associates Inc.
200 South Michigan Avenue
Suite 1800
Chicago, IL 60604
T. 312 542 5900
F. 312 542 5901
RTKL.COM



March 4, 2011

P. Christopher Kirles
Vice President, Development
Flaherty & Collins Properties
8900 Keystone Crossing
Suite 1200
Indianapolis, IN 46240

RE: Orland Park, Main Street Triangle, Phase 1

Dear: Mr. Kirles,

RTKL Associates Inc. is pleased to submit the enclosed Proposal to provide professional services for the Main Street Triangle (Phase 1) project, located in the village of Orland Park, Illinois.

Project Understanding:

The enclosed proposal represents the revised scope of Phase 1 as previously undertaken in proposals issued in 2009 and 2010. The current scope of this project (as depicted in issued package, "Concept 2," dated 10/06/2010) includes 298 rental residential units for a total of roughly 300,000 square feet, roughly ten thousand square feet of retail space and roughly 150,000 square feet of structured parking. The project is composed of a residential building (106 units) with "tuck-under" parking (30 spaces) to the west of Main Street along with a surface parking lot (72 spaces), a residential building (192 units) with modest retail area along with a structured parking facility (357 spaces) on the east side of Main Street. These two buildings are to be connected by an elevated and enclosed pedestrian bridge above Main Street. It is anticipated that the insertion of this element will require the loss of a small number of residential units. Also included in the scope is a conceptual master plan that includes the future phases of the Main Street Triangle district as anticipated in earlier proposals. This master plan will be depicted in a site plan and two professional renderings.

Scope of Services:

RTKL proposes to provide professional services for the project described according to Attachment A – Scope of Services.

RTKL Associates Inc.
200 South Michigan Avenue
Suite 1800
Chicago, IL 60604
T. 312 542 5900
F. 312 542 5901
RTKL.COM

Time Schedule for Services:

RTKL proposes to provide professional services according to Attachment B – Time Schedule for Services. (NOTE: TBD, not included at this time.)



Compensation for Professional Services:

RTKL will provide these professional services on a lump sum basis. Flaherty & Collins Properties shall pay RTKL a fee of \$975,000.00. An appropriate fee adjustment shall be made for substantial changes in the project schedule, project scope, or scope of services.

This fee proposal includes the following services :

Architect-of-Record RTKL Associates Inc.

<u>Basic Services</u>	<u>Lump Sum</u>
Total Basic Service Fee	\$975,000.00

The following reflects the percentage of completion each phase represents:

Phase I:	Concept Design	5%	\$48,750.00
Phase II:	Schematic Design	10%	\$97,500.00
Phase III:	Design Development	15%	\$146,250.00
Phase IV:	Construction Documents	30%	\$292,500.00
Phase V:	Construction Administration	35%	\$341,250.00
Phase VI:	Close Out	5%	\$48,750.00
TOTAL	All Phases	100%	\$975,000.00

Reimbursable Expenses:

Reimbursable Expenses are defined as the direct expenses incurred in connection with this project. These expenses shall be billed and paid at cost plus 10%. Reimbursable Expenses shall include, but are not limited to, the following:

- Telephone; Telecopy; Fax
- Postage and Delivery
- Reproductions; Photocopies, Printing and Computer Plotting. In-house plotting, copying, printing and faxing shall be billed in accordance with RTKL's Standard Document Pricing.
- Stats, Negatives, and Photography.
- Transportation and Travel; Airline transportation, lodging, meals, rental car, and other transportation related expenses
- Additional Expense over normal hourly rates for Overtime Work approved by the Owner in advance.
- Professional Renderings; Models except as included in this Proposal

Terms and Conditions:

RTKL and Flaherty & Collins Properties agree to the Terms and Conditions of Attachment D.



RTKL

Agreement:

By signing below, Flaherty & Collins Properties, agrees to the provisions of this Proposal and agrees to pay RTKL in accordance with those terms stated. Authorizing services described in this Proposal shall be construed to mean agreement with the provisions of this Proposal.

Sincerely,

RTKL Associates Inc.

AGREED:

Flaherty & Collins Properties

Vice President

By: _____ (SEAL)
Name:

Title: _____

Date: _____

Attachments:

Attachment A – Scope of Services

Attachment B – Time Schedule for Services (*TBD, not included at this time*)

Attachment C – Hourly Rate Schedule

Attachment D – Terms and Conditions

{KWC/pm}

**ATTACHMENT A
SCOPE OF SERVICES
RTKL
Main Street Triangle, Orland Park, IL Project
March 4, 2011**

PROJECT DELIVERY SYSTEM

RTKL's services are based on the use of the Design, Bid, Build project delivery system for the Project and are subject to adjustment if another delivery system is utilized.

CONSTRUCTION COST ESTIMATES

Proposal does not include estimates of construction cost. RTKL will provide documents for others to prepare cost estimates. This Proposal is not based on a fixed limit of construction cost unless RTKL is permitted to include contingencies and determine project scope, systems, and materials to be included in construction documents.

DESIGN SERVICES INCLUDED IN PROPOSAL

Design Service/ Consultant	In Base Proposal	Client's Consultant	Extra Service
Site Surveys: TBD		XXX	
Geotechnical Investigations, Reports, and Recommendations		XXX	
Environmental Surveys, Studies, or Reports		XXX	
Civil Engineer: TBD		XXX	
Structural Engineer: TBD		XXX	
Mechanical/Electrical/Plumbing Engineer: TBD		XXX	
Telecommunications: TBD			XXX
Interior Design Consultant: TBD		XXX	
Landscape Design Consultant: TBD		XXX	
Graphic Design and Signage Consultant: TBD			XXX
Code Consultant: TBD		XXX	
Construction Cost Estimating Consultant: TBD			XXX
Accessibility Consultant: TBD			XXX
Acoustical/Vibration Consultant: TBD			XXX
Audio-Visual Consultant: TBD			XXX
Curtain Wall/Cladding Consultant: TBD			XXX
Energy Consultant: TBD			XXX
Environmental Consultant: TBD		XXX	
Financial Feasibility: TBD		XXX	
Fountain Consultant: TBD		XXX	
Irrigation Consultant: TBD		XXX	
Life Safety/Fire Protection: TBD		XXX	
Lighting Consultant: TBD		XXX	
Lightning Consultant: TBD		XXX	
Security Consultant: TBD		XXX	
Traffic/Parking Consultant: TBD		XXX	
Transportation Consultant: TBD		XXX	
Value Engineering Consultant: TBD		XXX	
Vertical Transportation Consultant: TBD		XXX	

Notes to Above Table:

- **In Base Proposal:** Included in Base Proposal. RTKL will coordinate work of consultant.
- **Client's Consultant:** RTKL will coordinate with consultant retained directly by Client.
- **Extra Service:** Consultant not included in Base Proposal but could be added upon Client's authorization.

PHASE I – CONCEPTUAL-DESIGN:

RTKL will provide conceptual design documents based on mutually agreed upon program, schedule and budget for Project. The documents will establish the conceptual design of the Project illustrating the scale and relationship of Project components. The documents will include preliminary site plan, floor plans, elevations, and sections as appropriate and preliminary selection of major systems and construction materials.

- Density study and concept site plan, one iteration prepared for presentation purposes
- Develop preliminary composite floor plans
- Develop preliminary unit plan designs, based on proposed unit sizes and mixes provided by the Owner
- Preliminary elevations showing material and color
- Prepare/update unit mix matrix and area tabulations
- Assemble Pre-Bid package using conceptual design phase material
- Provide Renderings of Building Elevations

Meetings:

- Proposal includes weekly project team meetings via in person, conference call, or web meeting.
- 1 meeting with the Village Planning and Building Staff

Travel:

- Proposal includes one 3 Person-Trip to Indianapolis, IN and one 3 Person-Trip to Orland Park, IL.

PHASE II - SCHEMATIC DESIGN:

RTKL will provide schematic design documents based on mutually agreed upon program, schedule and budget for Project. The documents will establish the conceptual design of the Project illustrating the scale and relationship of Project components. The documents will include preliminary site plan, floor plans, elevations, and sections as appropriate and preliminary selection of major systems and construction materials.

- Develop composite floor plans
- Develop unit plan designs, based on proposed unit sizes and mixes provided by the Owner.
- Analyze elevations and exterior materials
- Preliminary unit mix matrix and area tabulations
- Assist and attend meetings with Village planning and building staff.
- Assist and attend meetings with Developer and General Contractor

Meetings:

- Proposal includes weekly project team meetings via in person, conference call, or web meeting.
- 1 meeting with the Village Planning and Building Staff

Travel:

- Proposal includes one 3 Person-Trip to Indianapolis, IN and one 3 Person-Trip to Orland Park, IL.

PHASE III – DESIGN DEVELOPMENT:

RTKL will provide design development documents based on approved schematic design documents and updated Project budget. The documents will illustrate and describe refinement the design of the Project establishing the scope, relationships, forms, size, and appearance of the Project by means of plans, elevations, and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and in general their quality levels.

- Dimensional overall floor plans
- Structural grid dimension and framing plans
- Building elevations
- Overall building sections
- Typical vertical wall sections
- Exterior building material selections
- Provide renderings of building elevations
- Assist and attend meetings with Village planning and building staff.
- Assist and attend meetings with Developer and General Contractor

Meetings:

- Proposal includes weekly project team meetings via in person, phone, or internet.
- 1 meeting with the Village Planning and Building Staff

Travel:

- Proposal includes two 3 Person-Trips to Indianapolis, IN and one 3 Person-Trip to Orland Park, IL.

(NOTE: 50% DESIGN DEVELOPMENT:

At 50% Design Development the scope as described above is complete to the extent that a lesser quantity of deliverables are nearly complete. This is as distinct from all anticipated deliverables presented at 50% completion. All plans will be presented but at a lesser degree of completion but, for instance, perhaps only half of the wall sections will be complete for issue. Specifications will be at an index state with draft specifications issued at 100%DD.)

PHASE IV - CONSTRUCTION DOCUMENTS:

RTKL will provide construction documents based on approved design development documents and updated Project budget. The documents will be based on the use of AIA A201 General Conditions and RTKL Master Specifications and will include detailed requirements for construction and include drawings and specifications that establish in detail the quality level of systems and materials.

- Complete Architectural plans, sections, details, and specifications, ready for bidding and construction.
- Owner Contracted - Complete Structural engineering details and, specifications, ready for bidding and construction.
- Owner Contracted - Complete MEP engineering details and specifications, ready for bidding and construction.
- Provide renderings of building elevations.
- Assist and attend meetings with Village planning and building staff.
- Assist and attend meetings with Developer and General Contractor

Construction Phasing: Construction documents will be produced in one package.

Bidding Documents: Preparation of bidding requirements and forms is not included in Base Proposal.

Conditions of Construction Contract: RTKL will review Client provided General Conditions and make recommendations for supplementary conditions.

Meetings:

- Proposal includes weekly project team meetings via in person, phone, or internet.
- 1 meeting with the Village Planning and Building Staff

Travel:

- Proposal includes two 3 Person-Trips to Indianapolis, IN and one 3 Person-Trip to Orland Park, IL.

CONSTRUCTION PROCUREMENT: No Construction Procurement services included.

PHASE V - CONSTRUCTION ADMINISTRATION:

Base proposal Services:

- Provide shop drawing review by the Architect and consulting engineer(s)
- Attend monthly job site visit.
- Respond to RFI's regarding the construction documents including preparation of supplemental information.
- Review and take appropriate action on submittals. Submittal Reviews: Base proposal includes up to two reviews of same submittal.
- Provide one Site Observation Report per monthly job site visit.
- Review and augment final punchlist as provided by General Contractor
- Evaluate request for material and product substitutions similar in quality and scope to those specified in Construction Documents

Exclusions:

- Preparation of Change Orders or Construction Change Directives.
- Participation as initial responder to claims and disputes between the Client and the Contractor.

Construction Period:

Base proposal based on 24 month construction period to Substantial Completion.

Meetings:

Proposal includes monthly (24 total) On-Site project meetings.

Travel:

Proposal includes twenty-four 1 person-Trips to Orland Park, IL.

PHASE VI – PROJECT CLOSE-OUT:

Included in Construction Administration.

End of Scope of Services

**ATTACHMENT C
PROFESSIONAL RATE SCHEDULE
RTKL
Main Street Triangle, Orland Park, IL Project
March 3, 2011**

**RTKL Associates Inc.
Professional Rate Schedule
by Classification Effective
May 2010**

Technical Assistant	\$ 50.00
Junior Staff/Project Administrator	\$ 70.00
Staff Architect/Engineer/Planner/Interiors	\$ 85.00
Architect/Engineer/Planner/Interiors	\$105.00
Designer	\$130.00
Associate: Project Designer/Manager	\$145.00
Principal: Project Designer/Manager	\$175.00
Vice President	\$225.00
Senior Vice President	\$250.00

The above rates may include temporary personnel hired by RTKL on a contractual as needed basis.

Rates Subject to Annual Adjustment

End of Professional Rate Schedule

**ATTACHMENT D
TERMS AND CONDITIONS
RTKL**

Standard of Care

RTKL shall perform its services consistent with the professional skill and care ordinarily provided by design professionals performing similar services as those of RTKL under this Agreement and practicing in the same or similar locality under the same or similar circumstances. RTKL shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Payment for Services Provided

Unless otherwise provided in this Agreement, compensation for Services and Expenses shall be due and payable within 30 days of invoice date. RTKL will invoice the Client on a monthly basis. Invoices over 45 days will be charged interest at the lesser of 1.5% per month or the maximum rate allowed by applicable law. If unpaid invoices become more than 45 days overdue, RTKL may, upon 7 days written notice to the Client, stop work until payment is received. In the event of non-payment, Client shall reimburse RTKL for any attorney fees incurred to collect the unpaid receivables.

Retainers and future payments on this Project may be wired directly to:

For Projects located inside the USA.

Bank of America, N.A.

10 Light Street

Baltimore, Maryland 21202

ABA number: 0260-0959-3

ABA for ACH payments ONLY 0520-0163-3

Account of: RTKL Associates Inc. Account No.
3930249666

For Projects located outside the USA.

Account Number: 3930249718

Account of: RTKL International Ltd.

SWIFT Code – BOFAUS3N

Or Mailed to:

RTKL Associates Inc.

P.O. Box 402336

Atlanta, Georgia 30384-2336

USA

International Tax Requirement where RTKL does not have a Permanent Establishment

If the Project is not located inside the USA, then sales, value-added, income, withholding and similar government imposed fees and taxes on the provision of all master planning, architectural / design and engineering services are NOT included in RTKL's fees. Payment of such taxes to the governmental authorities shall be the sole responsibility of the Client and no deductions shall be made from RTKL's compensation on account of such fees and taxes. In the event taxes are assessed, the Client shall mail photocopies of all tax payment certificates to RTKL as evidence that all tax liabilities have been duly settled by the client. In addition:

1. All architectural and engineering design services will be performed in the United States. No services will be performed outside of the United States.
2. RTKL's compensation is for the provision of architectural design services. RTKL does not provide "technical assistance" nor render "construction services." No payments under this contract constitute royalties for the use of intangible property.

RTKL Insurance

RTKL will maintain commercial general liability, automobile liability, workers compensation and employee liability insurance reasonably necessary in connection with RTKL's performance of its services, and professional liability insurance with a coverage limit of not less than \$2 million per claim and annual aggregate while providing services for this Project and for three years thereafter.

Limitation of Liability; Waiver of Consequential Damages

RTKL's total liability to the Client for damages related to this Project shall not exceed RTKL's total fees for this Project or the annual aggregate limit of professional liability insurance RTKL is required to carry by these Terms and Conditions, whichever is greater.

RTKL and Client mutually waive all consequential damages arising out of the Project. This mutual waiver includes, but is not limited to, (i) damages incurred by the Owner

for rental expense, liquidated damages, and loss of use income, profit and business, and (ii) damages incurred by RTKL for overhead and compensation of employees, loss of business and reputation, and loss of profit.

Indemnification

Each party agrees, to the fullest extent permitted by law, to indemnify and hold harmless the other party and its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorneys' fees and other legal costs, to the extent caused by the indemnifying party's negligent acts, errors or omissions and those of its consultants or anyone for whom it is legally liable. The parties expressly agree that this indemnity provision does not include, and in no event shall either party be required to assume, under this indemnity provision or otherwise, any obligation or duty to defend the other against any claims, causes of action, demands, or lawsuits in connection with matters encompassed by this indemnity provision.

Certificates

RTKL shall execute certificates, and consents reasonably required to facilitate assignment to a lender, provided such do not require knowledge, services or responsibilities beyond the scope of this Agreement or which would result in RTKL assuming risks or liabilities beyond those otherwise assumed by RTKL under this Agreement.

Use of RTKL's Documents

Documents prepared by RTKL for this Project are intended for use solely with respect to this Project and RTKL shall retain all rights, including ownership and copyright. Provided Client remains current in its payment obligations to RTKL, Client is granted a non-exclusive license to use, copy and reproduce documents in connection with the construction, repair, maintenance, use and occupancy of, and publicity for, this Project. Other uses shall be negotiated separately. RTKL reserves the right to photograph the Project and to be identified as designers of the Project in all Project marketing materials.

Electronic Files

Client authorizes RTKL to distribute electronic files of Project to constructors and designers related directly to Project at RTKL's normal fees for such distribution.

Claims and Disputes

Any claim, dispute or other matter in question arising out of or related to this Agreement or Project shall be subject to non-binding mediation as a condition precedent to binding dispute resolution.

Additional Services

RTKL and its consultants will provide additional services when requested by the Client on a Lump Sum basis as mutually agreed by the Client and RTKL or, in the absence thereof, on an hourly basis, either according to the Hourly Rate Schedule included in this Agreement or, in the absence thereof, at RTKL's then current standard hourly billing rates. Directed changes to items previously approved will be considered Additional Services.

Non-Discrimination and Other Client Requirements

RTKL shall comply with all applicable anti-discrimination and equal employment laws and regulations and shall provide any necessary certificates to evidence such compliance.

Miscellaneous

RTKL has no responsibility (1) for detection or removal of hazardous substances; (2) for construction site safety and means and methods of construction used by the contractor; (3) to provide any service not approved by RTKL and set forth in writing. RTKL shall be entitled to rely upon the accuracy and completeness of all information provided by the Client. This Agreement is the entire agreement between the Client and RTKL and supersedes all prior negotiations, proposals and agreements. Nothing 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 RTKL. The law of the Project location governs this Agreement.

RTKL shall not be required to sign and/or stamp construction documents or permit sets, or provide the Client with RTKL's final deliverables, until RTKL has received the Client's written acceptance of RTKL's proposal, of which these Terms and Conditions are a part, or the parties have executed another form of agreement in lieu of such proposal.

The Client shall coordinate RTKL's duties and responsibilities set forth in the contract for construction with RTKL's services set forth in these Terms and Conditions. The Client shall

provide RTKL a copy of the executed agreement between the Client and contractor.

Assignment

Neither RTKL nor Client shall assign this agreement without written consent of the other party, not to be unreasonably withheld.

Termination and Suspension

Either party may terminate this Agreement at any time with or without cause by written notice. Termination shall be effective 7 days after date of notice. Upon termination, all invoices presented by RTKL for Services and Expenses for periods prior to the date of termination shall become immediately due and payable. Failure of Client to make payments to RTKL under this Agreement shall be cause for suspension and termination. In the event of a suspension of Services, RTKL shall have no liability for any damages to Client incurred because of such suspension.

If the Client suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

If the services covered by this Agreement have not been completed within thirty-six (36) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be considered an additional service.

End of Terms and Conditions