



March 11, 2011

Mr. Jesse Fisher
Flaherty & Collins
8900 Keystone Crossing, Suite 1200
Indianapolis, IN 46240

RE: Main Street Triangle, Orland Park IL - Landscaping & Lighting Proposal

Dear Jess:

Woolpert would like to thank you for the opportunity to provide our proposal to provide landscape architecture and site electrical services for the proposed mixed-use development in the Village of Orland Park.

Please review the attached and let us know if you have any questions or need additional information at this time. Thank you again for the opportunity to submit this proposal.

Sincerely,

Woolpert, Inc.

Jason D. Hill, PE, LEED AP
Senior Associate

PROFESSIONAL SERVICE AGREEMENT BETWEEN WOOLPERT, INC. AND FLAHERTY & COLLINS

Section 1. General

THIS AGREEMENT, made and entered into this ____ day of _____, 20 ____, by and between Woolpert, Inc., whose address is 1815 South Meyers Road, Suite 120 (hereinafter referred to as “Woolpert”) and the “Client” identified herein, provides for the Professional Services described under Section 3 of this Agreement.

- Client: Flaherty & Collins
- Address: 8900 Keystone Crossing, Suite 1200, Indianapolis, IN 46240
- Contact Person: Jess Fisher
- Phone Number: 317.816.9300
- Fax Number: 317.816.9301
- Project Number:
- Title: Main Street Triangle, Orland Park, IL, or the “Project”

The “Contact Person” designated above shall have the complete authority to act on behalf of the Client, including, by way of illustration and not by way of limitation, to define scope, transmit instructions, receive information, and authorize changes in Professional Services, and to negotiate fees and other changes under this Agreement.

Section 2. General Description of Project and Project Area

The Client’s project is described as follows: Development of the Main Street Triangle; a premium, urban, mixed-use development adjacent to the 143rd Street Metra Station in Orland Park, IL.

The project area for this Project is described as follows (including the city, township, or county and state): Village of Orland Park, Cook County, Illinois

Section 3. General Description of Professional Services

The Professional Services to be provided by Woolpert are identified below and are more fully described in the "Scope of Services" (Attachment A to this Agreement), which is incorporated by this reference: Landscaping, irrigation, lighting & electrical design.

Any services beyond those identified in this Agreement shall be considered Additional Services and shall be authorized in writing by an Addendum to this Agreement executed by both parties. Email transmissions may be utilized to meet the requirement of a writing executed by both parties provided the other party receives the transmission and agrees that the terms and conditions are acceptable. Email transmissions shall only be effective for changes in the scope, compensation, or schedule. Any modifications or additions to the terms and conditions of this Agreement must be effected through a properly executed Addendum and any such changes beyond scope, compensation, or schedule included in an email transmission shall be considered void and of no effect.

Section 4. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services shall be as follows:

- In accordance with Attachment B of this Agreement, which is incorporated by this reference

Reimbursable expenses include direct expenses included but not limited to travel, lodging, meals, telephone and fax, copies, shipping/overnight delivery, and prints, times a multiple of 1.10.

Section 5. Date of Commencement and Duration

The Date of Commencement for Services provided pursuant to this Agreement shall be the date on which the Agreement is fully executed. Woolpert shall perform its services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect until June 30, 2013, unless terminated as provided herein, or extended by mutual agreement in writing.

Section 6. Terms and Conditions

6.1 Delayed Services: Woolpert's fees have been calculated in anticipation of orderly and continuous progress of the project. If services are disrupted or delayed for reasons beyond Woolpert's control, the termination date specified in Section 5 of this Agreement shall be modified and the fees shall be renegotiated accordingly.

6.2 Invoice Procedures and Payment: Woolpert shall submit invoices to the Client for Services rendered during each invoicing period which shall generally be on a monthly basis. For Services provided on a Lump Sum basis, the amount of each invoice shall be determined on the "percentage of completion method" whereby Woolpert will estimate the percentage of the Lump Sum Services accomplished during the invoicing period. For services provided on a Unit Cost/Hourly basis, invoices shall include, separately listed, any fees for Services for which time charges and/or unit costs apply for the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by Woolpert and shall be due and payable by the Client upon receipt.

The Client hereby acknowledges that unpaid invoices shall accrue interest at 1.5 percent per month after such invoices have been outstanding for over 30 days. If payment is not made as provided herein, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, regardless of whether legal action is initiated. If an invoice remains unpaid 30 days after the date of the invoice, Woolpert may, immediately upon giving notice of its intent to do so, suspend services or terminate this Agreement and pursue its remedies for collection. Woolpert may also immediately suspend its services or terminate its agreement on any other project with the Client or an entity affiliated, related or otherwise partially controlled by the Client, and/or apply funds from one such project to this Project or any other project on which payment to Woolpert is overdue.

6.3 Expert Witness Services: It is understood and agreed that Woolpert's services under this Agreement do not include any participation whatsoever in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between the Client and Woolpert describing the services desired and providing a basis for compensation to Woolpert.

6.4 Opinion of Probable Construction Cost/Cost Estimates: The Client hereby acknowledges that Woolpert cannot warrant that opinions or estimates of probable construction or operating costs provided by Woolpert will not vary from actual costs incurred by the Client.

6.5 Limit of Liability: The limit of liability of Woolpert to the Client for any cause or combination of causes resulting from the Services rendered hereunder shall be, in total amount, limited to the fees paid under this Agreement.

6.6 Construction Phase: Woolpert shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall Woolpert be responsible for any contractor's or subcontractors' failure to carry out the work in accordance with the Contract Documents or for their failure to comply with applicable laws, ordinances, rules, or regulations. Woolpert will not have any direct contractual relationship with the contractor, any subcontractors or material suppliers. Woolpert may, under a separate subcontract with the contractor, provide survey services. Woolpert shall not be bound by any term or obligation contained in any "General Condition" or other construction bidding documents unless expressly consented to by Woolpert in writing.

6.7 Insurance: Woolpert shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance.

6.8 Assignment/Third Parties: Neither the Client nor Woolpert will assign or transfer its interest in this Agreement without the written consent of the other. Woolpert, however, does reserve the right to subcontract any portion of the Services. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either Woolpert or the Client.

6.9 Suspension, Termination, Cancellation, or Abandonment: In the event the Project identified in this Agreement is suspended, canceled, or abandoned by the Client thereby suspending, delaying, or terminating the services called for herein, Woolpert shall be given 15 days' prior written notice of such action and shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment including necessary and reasonable costs incurred thereafter. If the Client delays or suspends Woolpert's services for more than 90 days, then Woolpert may terminate this Agreement upon giving seven days' written notice. Either party may terminate this Agreement upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in Paragraph 6.2, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice, or if it cannot cure the default within seven days, proceeds diligently to cure and does cure within the 30-day notice period. Pursuant to Section 5 of this Agreement, Woolpert shall not be obligated to commence services until this Agreement is fully executed. If the Client fails to execute this Agreement within 30 days of the date it is sent to the Client, Woolpert shall have the right to revise fees or revoke any proposal related to the services.

6.10 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees. The Client agrees

that Woolpert's officers, partners, agents, and employees will have no personal liability for any damages arising out of or relating to this Agreement.

6.11 Standard of Care: Woolpert agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. **Woolpert makes no other warranties, express or implied, under this Agreement or otherwise, in connection with these Professional Services.**

6.12 Waiver: Any failure by Woolpert to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Woolpert may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.13 Relationship: Woolpert is an independent contractor to the Client in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Client.

6.14 Client Responsibilities: The Client shall provide Woolpert all pertinent data, criteria, and information, including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil tests, surveys, and plans. Woolpert shall be entitled to rely on any and all information provided pursuant to this provision. The Client shall review Woolpert's work thoroughly and promptly and provide direction as necessary. If the Client at any time becomes aware of any defect in the work or services provided, Client shall give notice of such defect. The Client shall, within 14 days of notice of any defect in work or service, give written notice to Woolpert describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein. The Client shall provide access to the project site. The Client shall be responsible for payment of any governmental or other similar fees associated with permits or plan review.

6.15 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

6.16 Ownership/Reuse of Documents: All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by Woolpert pursuant to this Agreement are instruments of service, and Woolpert shall retain all ownership and property interests therein whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the use and occupancy of the project by the Client; however, such documents are not intended or represented to be suitable for reuse by the Client. Any reuse will be at the Client's sole risk unless Woolpert, for compensation to be agreed upon, reviews and adapts such documents. The Client shall indemnify and hold Woolpert, its officers, partners, employees, agents, and lower-tier consultants harmless from all claims, damages, losses, and expenses including reasonable attorneys' fees and costs of defense arising out of or resulting from this Paragraph 6.16 or Paragraph 6.17.

6.17 Electronic/CADD Documents: Woolpert shall not be required to provide or deliver electronic or computer-aided design and drafting (CADD) files, unless specifically required by the Scope of Services described in Section 3 or Attachment A of this Agreement. Any electronic or CADD file that is delivered shall be considered a "convenience" to the Client and in the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. **Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating,**

survey layout, or other software used by the Client or any other consultant or contractor. If electronic or CADD files are provided or delivered, such files shall be developed based on Woolpert's standard formatting, layering, drafting and design practice, unless specifically directed otherwise by the Client prior to execution of this Agreement. The Client shall not make or permit to be made any copies or any modification to electronic media, plans, and specifications without the prior written authorization of Woolpert. Woolpert shall not be liable in the event that erroneous information is supplied by the Client or a third party, and Woolpert subsequently relies upon and incorporates that information into an electronic file, plans, specifications, or other documents.

6.18 Addendums/Additional Services: Services resulting from changes in the specific scope, extent, or character of the work or in the Client's needs, including but not limited to changes in size, complexity, or schedule; delays or demands by the Client, its agents, or contractors; or revision or rework of previously performed services when such services are due to causes beyond the control of Woolpert, shall be considered Additional Services, and Woolpert shall be entitled to additional compensation. Unless otherwise agreed, such Additional Services shall be performed on a Unit Cost/Hourly Fee basis. Woolpert shall not be obligated to make revisions or perform Additional Services until Woolpert's receipt of a mutually executed Addendum as set forth in Section 3.

6.19 Environmental Hazards: Woolpert shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site. In the event Woolpert's services as identified in this Agreement include an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve Woolpert of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

6.20 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a Client purchase order or other standard or preprinted work authorization issued by the Client shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Scope of Services
- Attachment B: Compensation

6.21 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

FLAHERTY & COLLINS

WOOLPERT, INC.

Signed: _____

Signed: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A: SCOPE OF SERVICES

Woolpert Contact

Jason D. Hill, PE LEED AP – Project Manager

Project Understanding

Flaherty & Collins Properties plans to develop the Main Street Triangle; a premium, urban, mixed-use development adjacent to the 143rd Street Metra Station in Orland Park, Illinois. The first phase of the Main Street Triangle will consist of 298 units, 357 structured parking spaces and approximately 2,500 square feet of retail space situated on 4.30 acres. The entire site consists of 27 gross acres (15 usable acres) and will be built in multiple phases over time. Strategically located at the northwest corner of the intersection of 143rd Street and U.S. Route 45/LaGrange Road/96th Avenue, adjacent to the existing Metra Station, the vision of a new town center that blends past, present and future will become a reality in Orland Park. Offering an upscale blend of residential and retail uses, the Main Street Triangle will provide what suburban residents have long asked for, a pedestrian friendly downtown where people can live, shop, dine and be entertained. Centered around the newly constructed 143rd Street Metra Station, the Main Street Triangle is development ready, with much of the infrastructure already in place and the Village of Orland Park has spent in excess of \$55 million to date on public improvements for the Project; including the completion of all water and sewer utilities, regional detention facility, 142nd Street and main street roadways, parks and streetscape landscaping, and full signalized access from LaGrange Road at 142nd Street (anticipated by Summer 2012). Crescent Park, the 1.2 acre public open space in the heart of the Triangle, is already home to a number of Village recreational and cultural activities. The Triangle provides a critical link between the Old Orland Historic District, featuring a number of quaint antique shops, and the Orland Crossing lifestyle center that includes numerous upscale retailers and restaurants.

Services

Landscape Design

ASSUMPTIONS

The following items are assumed for the preparation of construction documents for the Main Street Triangle streetscape drawings.

- **Project Base Information:** The Client will provide CAD drawings of the site improvements including proposed grades, roadway design and details, property lines, an existing topographic survey, the proposed grading plan, building locations, and additional site improvements to Woolpert prior to beginning Task 1 – Schematic Design.
- **Existing Streetscape Design Drawings:** The Client will provide copies of the existing streetscape design drawings to Woolpert prior to beginning Task 1- Schematic Design.
- **Architectural Drawings:** The Client will provide CAD drawings of the building footprints and building elevations to Woolpert prior to beginning Task 1 – Schematic Design.

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- **Geotechnical Report:** A geotechnical report for the site, including pavement design recommendations, will be provided to Woolpert prior to beginning Task 2 – Design Development.
 - **Utility Connections:** The Client will provide CAD drawing of proposed and existing utility lines and appurtenances locations, including elevations, to Woolpert prior to beginning of Task 2 – Design Development.
 - **Vertical Hardscape Design:** No walls are part of this scope of work. Shade structures will be off the shelf structures selected from a vendor. Custom shade structure and footing design is not included in this scope of work.
 - **Site Furnishings:** Site furnishings (trash receptacles, bike racks, and benches) will be selected by the Client. Woolpert will locate site furnishings on the plans.
 - **Project Limits:** The project limits include sidewalk design from the back of curb to the face of building. Grading will be provided by the Client’s Civil Engineer.
 - **Pool and Fountain Design:** The pool and fountain design will be provided by the Client’s consultants. Woolpert will coordinate with the consultants to integrate these features into the landscape design.

TASK 1 – Schematic Design

Woolpert will prepare schematic design of hardscape and landscaping for all streetscapes, parking lot and plaza areas within the project area. An order of magnitude cost opinion will be developed with the client’s input during this phase of the work. The surrounding existing streetscape material and design will be the basis of design for the proposed streetscape. Woolpert will coordinate the hardscape and landscape design with sign locations, site lighting, utilities and engineering design, buildings and architectural character.

No site visits and on site meetings are included in this task.

Schematic Design will include:

1. **Schematic Design Drawings:** Woolpert will generate a scaled schematic design for all hardscape and softscape areas including the pool area, courtyard, the location of shade structures, streetscape elements, and parking lots for the client’s review. Schematic Design Drawings will be roughly equivalent to 30% construction documents that include the following:
 - a. Scaled hardscape layout plans.
 - b. Conceptual Planting Plans.
 - c. Key site features including the location of site furnishings.
2. **Order of Magnitude Cost Estimate**
3. **Design Team Coordination:** One (1) conference call to review plans

TASK 2 – Design Development

Based on the client’s review of the schematic plans, Woolpert will prepare site Design Development documents that address the layout of the pool plaza, courtyard, locations of shade structures, streetscape, parking lot areas, and the greenspace within the project limits. Site design will include pavement patterns and construction materials, plant types, and quantities. Woolpert will coordinate the plaza layout and details with the pool and fountain designs established by the pool and fountain specialists. All pool and fountain details will be provided by the pool and fountain specialists. Woolpert will coordinate the hardscape and landscape design with sign locations, site electric, utilities and engineering design, buildings and architectural character.

Design Development will include:

1. **Design Development Drawings:** Woolpert will generate 60% Construction Documents, outline specifications and product descriptions for review with the client. Design Development Drawings will consist of the following:
 - a. Hardscape Design including paving pattern layout and paving sections.
 - b. Landscape Plans and Details.
 - c. Site Furnishings
2. **Cost Estimate**
3. **Design Team Coordination:** One (1) conference call to review plans

TASK 3 – Final Design/ Construction Documents

Upon receiving the Client’s approval for the site layout, Woolpert will prepare final Design and Construction Documents. Final design will include pavement patterns, construction materials, plant types, quantities and irrigation. Woolpert will coordinate the hardscape and landscape design with sign locations, site electric, utilities and engineering design, buildings and architectural character.

The site Construction Documents will include:

1. **Construction Drawings:** Woolpert will generate 100% Construction Documents, technical specifications and product descriptions for review with client. Construction Drawings will consist of the following:
 - a. Landscape Plans and Details.
 - b. Hardscape layout and materials
 - c. Site Furnishings locations
2. **Cost Estimate**
3. **Design Team Coordination:** One (1) conference call to review plans

TASK 4 – Construction Administration

Woolpert will be available during the construction to review progress to answer construction related questions and review project documents. All correspondence during this task to take place via phone calls or email.

Woolpert will provide up to four (4) site visits during construction to check the progress of landscape/hardscape improvements and to coordinate with the contractor.

Exclusions from the Scope of Services:

Selection and specification of site furnishings.
Grading and Drainage Design.
Shade Structure and footing design.

Geotechnical Reports.
Pool and Fountain Design.
Regularly occurring Project Team Meetings

Irrigation Design

TASK 1 – Schematic Design

No Schematic design is necessary for irrigation.

TASK 2 – Design Development

Irrigation design will include utility coordination, water source, size & location needs. Equipment coordination with architects and mechanical and plumbing.

Design Development will include:

1. **Design Development Drawings:** The submittal includes mainline routing, sleeve locations, equipment locations: backflow, pump and controller.

TASK 3 – Final Design/ Construction Documents

Irrigation design and construction documents for irrigation system, including submittal of plans, details and specifications for 100% construction document set.

The Construction Documents will include:

1. **Design Development Drawings:** 100% Construction Documents outline specifications and product descriptions for review with client. Design Development Drawings will consist of the following:
 - a. Drawing details and cross coordination
 - b. Specifications for Technical Spec Manual

TASK 4 – Construction Administration

Review of head/pipe layout & shop drawings, product submittals and communication of comments and/or recommendations.

Site Lighting and Electrical Design

I. Scope

As part of the site civil design, Woolpert will prepare a Site Lighting Plan showing the type and location of the exterior lighting fixtures for building “C” parking lot, type and locations of exterior light fixtures for parcel “D” and “E” plaza areas. Woolpert will also prepare a Site Electrical Plan that will indicate circuit size and routing associated with new lighting fixtures and power for the pool located in parcel D” and the fountain located in parcel “E”. Specific tasks to be performed for each of these efforts is delineated below:

1. Schematic Design Plan

- Coordinate with the Owner and Landscape Architect to determine the style and manufacture for upgraded exterior light fixtures.
- Provide schematic layout of site lighting
- Review local zoning regulations for site specific lighting requirements such as lamp type, mounting height restrictions, or maximum light level at the property line.

2. Preliminary Design Plan

- Prepare an Illumination Plan showing type and location of all site lighting fixtures, and expected light levels, in foot-candles, throughout the site. This plan includes a fixture schedule. Additional lighting calculations such as the minimum value, average value, or average/minimum ratio can also be performed and displayed if desired.

3. Final Design Plan.

- Coordinate with Owner to determine which portion of the light fixtures are to be designated as security (or night-light) fixtures.
- Design site lighting circuits (wire and conduit size) based upon electrical load and physical layout.
- Prepare Site Electrical Plans and Details showing controls, circuit routing, trench and pole base details, and other pertinent information, for site lighting and power for water features.

4. Construction Administration.

- Woolpert will be available during the construction to review progress to answer construction related questions and review project documents. All correspondence during this task to take place via phone calls or email.

ATTACHMENT B: COMPENSATION

Lump Sum Summary

Landscape Design

Task 1 – Schematic Design.....	\$5,200
Task 2 – Design Development.....	\$12,000
Task 3 – Construction Documents.....	\$9,500
Task 4 - Construction Administration.....	\$3,900
Total Lump Sum Fee	\$30,600

Irrigation Design

Task 1 – Schematic Design.....	\$0
Task 2 – Design Development.....	\$1,000
Task 3 – Construction Documents.....	\$3,200
Task 4 - Construction Administration.....	\$600
Total Lump Sum Fee	\$4,800

Site Lighting & Electrical Design

Task 1 – Schematic Design.....	\$1,200
Task 2 – Design Development.....	\$5,800
Task 3 – Construction Documents.....	\$4,900
Task 4 - Construction Administration.....	\$800
Total Lump Sum Fee	\$12,700

Reimbursable Expenses

Reimbursable expenses are direct expenses, times a multiple of 1.10, including but not limited to the following:

- Travel
- Lodging
- Meals
- Telephone and fax
- Copying
- Shipping/overnight delivery
- Prints