PROFESSIONAL SERVICES AGREEMENT

Owner: **OP South Boulevard LLC**

Consultant: **Kimley-Horn and Associates, Inc.**

Project: **OP South Boulevard**

Effective Date of Agreement: 7-17-15

Consultant agrees and understands that Owner is solely responsible for the payment of any services or material performed or delivered and not Owner's Agent, which is the construction management company and agent for Owner of the Property

Owner and Consultant, in consideration of their mutual covenants set forth herein, agree as follows:

Section 1 – Consultant's Status and Standard of Care. Consultant acknowledges that it is an independent contractor, and that it is not the employee, partner, joint venturer, representative or agent of Owner except as may be expressly authorized elsewhere in this Agreement. Consultant has no authority to assume or create any commitment or obligation on Owner's behalf or to bind Owner in any respect. Consultant agrees to perform all services required to be performed hereunder in accordance with generally accepted professional standards and practices for projects of similar scope and complexity (the "**Standard of Care**").

Section 2 – Scope of Basic Services, and Consultant's Duties and Responsibilities. Consultant shall perform the Basic Services and assume the duties and responsibilities set forth in this Section 2.

A. Basic Services. Consultant shall perform for the Project all of the services that are described in and reasonably inferable from the attached Exhibit A (the "**Basic Services**").

B. Duties and Responsibilities of Consultant. The duties and responsibilities of Consultant in performing the Basic Services are set forth below:

1. Qualifications and Staffing.

Consultant represents and acknowledges that it is knowledgeable of the laws, codes, rules and regulations applicable to the Project and the Services that Consultant is performing in the jurisdiction in which the Project is located (the "**Laws**"). In accordance with the Standard of Care, Consultant agrees to comply with and to produce Documents in compliance with these Laws. Consultant represents that it is experienced and fully qualified to perform the Basic Services, that it is properly licensed pursuant to applicable law to perform the Basic Services, and that the Documents will be sealed and certified by qualified, licensed and

registered design professionals or Consultants, if required by the appropriate governmental agencies. All staff used by Consultant in the performance of the Basic Services shall be qualified by training and experience to perform their assigned tasks. Although Consultant may assign qualified personnel of its choosing to the Project, Owner may direct Consultant to remove any of Consultant's personnel whom Owner deems unsuitable in qualifications, performance, or conduct, and Owner shall have the right to approve all replacements. Consultant shall assign the following persons to perform the Services on the Project and shall not change or reassign such persons without Owner's prior written consent (unless such persons leave Consultant's employ): Dean Antony.

2. Time of Performance. Consultant shall conform to the schedule, if any, attached hereto as Exhibit B for performance of the Basic Services. In the absence of such a schedule, Consultant's Services shall be performed as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Consultant shall at all times provide sufficient personnel to satisfy its schedule obligations. Failure to conform to the required schedule shall be a material breach of this Agreement, unless such failure is due to causes beyond the control of Consultant, a Subconsultant, or anyone for whom either may be responsible.

3. Permits and Regulations.

Consultant shall assist Owner in obtaining any authorizations or permits related to the performance of Consultant's Services and required to be obtained from any governmental authority.

4. Responsibility for Subconsultants.

(a) Selection and Retention of Subconsultants. Consultant, with Owner's prior written approval, may retain from time to time "**Subconsultants**" as may be necessary to accomplish the Services. Prior to the award of any Subconsultant subcontract, Consultant shall consult with Owner and shall submit the name of the proposed Subconsultant in writing to Owner. Owner reserves the right to reject any proposed Subconsultant for any reason. Consultant shall bind each and every Subconsultant to the terms stated herein and shall ensure that all persons rendering services under this Agreement are properly licensed to provide such services in the locale in which the Project is located, if such license is necessary under the Laws. True and complete copies of executed Subconsultant subcontracts shall be provided to Owner upon request. Consultant will be fully responsible for the errors, omissions and negligent acts of its Subconsultants.

(b) Compensation of Subconsultants. Consultant shall be responsible for, and the Basic Compensation (hereinafter defined) includes, all costs for the services of Consultant and all Subconsultants retained by Consultant as may be necessary to accomplish the Basic Services.

(c) Payments to Subconsultants. Consultant agrees to pay its Subconsultants within five (5) business days after Consultant receives payment from Owner. In the event Owner is advised that Consultant has failed to pay any Subconsultant as required above, Consultant agrees that Owner may make all future payments directly to such Subconsultant or by check payable jointly to the Subconsultant and Consultant, and Owner may withhold from subsequent payments to Consultant any amounts that Owner paid or intends to so pay to such Subconsultant because Consultant did not pay such Subconsultant as required above. The making of any payments by Owner to Subconsultants shall not give rise to any liability by Owner for making such payments or to any obligation on Owner's part to make such payments, and shall not create any contractual relationship between Owner and such Subconsultants. Payments to Consultant and/or to Subconsultants shall not constitute an acceptance of the adequacy of any Services performed by Consultant or its Subconsultants.

5. Coordination. Consultant shall coordinate its services with Owner, with the services of all Subconsultants, and with the services of other design professionals, consultants, and contractors retained by Owner. If applicable and upon request, the Consultant shall prepare sufficient documentation and shall provide sufficient information to the Owner's other consultants, design professionals, and contractors to enable them to prepare appropriate construction documentation for bidding and construction.

Section 3 – Additional Services. Consultant shall provide "**Additional Services**" (defined as services not included in the Basic Services) upon Owner's request. Before performing any Additional Services, Consultant shall obtain Owner's written approval of the scope, not-to-exceed amount, and schedule for such Additional Services. Basic Services, changes thereto, and Additional Services may be referred to together herein as "**Services**."

Section 4 – Compensation. For the Basic Services and for the duties and responsibilities set forth in Section 2, Consultant shall receive compensation as described in the Fee Schedule attached as Exhibit C hereto (the "**Basic Compensation**"). Owner shall pay amounts due for Additional Services, if any, at the agreed-upon price, which if the parties agree shall be based on the hourly rates set forth as part of Exhibit C hereto for each hour reasonably and necessarily incurred in performing the Additional Services. "**Reimbursable Expenses**" are in addition to the compensation for Basic and Additional Services and include actual, reasonable expenditures, plus 15%, made by Consultant and Consultant's employees and Subconsultants in the interest of the Project for the categories of expenses listed in Exhibit C attached hereto, if any. No compensation shall be paid to or claimed by Consultant for services required to correct deficiencies, errors, or omissions in any Service performed or Document generated by Consultant.

Section 5 – Payments. Owner will pay all undisputed amounts due to Consultant for Basic Services and Additional Services within thirty (30) days after Owner's receipt of Consultant's invoice, such supporting documentation as Owner may reasonably request, and enforceable waivers of liens and claims from Consultant and each Subconsultant in forms reasonably acceptable to Owner. Interest will be added to outstanding balances not paid within 90 days at 4% over the prime rate of U.S. Bank N.A. If the Owner fails to make any payment due to the Consultant under this agreement within 90 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Owner, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

Section 6 – Owner's Participation. Consultant understands and agrees that Owner may, through its designated representative or representatives, actively participate in the Project. Owner's participation, through its representatives, shall in no way relieve Consultant of its professional duties and responsibilities under the Laws or this Agreement.

Section 7 – Ownership of Documents. All drawings, specifications, reports, plats and other documents or work product, including those in electronic form, prepared by Consultant and its Subconsultants for this Project (collectively, the "**Documents**") are instruments of Consultant's service and, subject to the limitations upon Owner's use of the Documents, and upon payment to Consultant for services rendered, Owner shall be deemed the owner of the Documents as the Documents apply to the Project. Upon termination of this Agreement by Owner pursuant to Section 10, upon completion of the Services, or at any time upon Owner's request, and upon payment of to Consultant for services rendered, Consultant shall deliver all Documents to Owner, and Consultant may retain a set for its records, and for no other purpose. Whether or not this Agreement is terminated, Consultants shall not assign, sell or transfer the Documents to anyone other than Owner or a party designated by Owner in writing at its sole discretion. Owner may use the Documents for the Project, development and completion of the Project design and construction, additions to the Project, maintenance, or for any other purpose, and Consultant agrees to the use and modification of the Documents by other professionals without liability to Consultant. Owner shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees. Owner may assign its right, title and interest in the Documents to the lender of the Project. Notwithstanding the foregoing, it is understood by Owner that the Documents may be inappropriate for use in connection with any other project. Therefore, Consultant shall not be responsible for the use of such Documents in connection with any project other than the Project for which they were specifically prepared. Consultant shall ensure that its agreements with Subconsultants afford Owner the same rights to use the Documents prepared by the Subconsultants. This Section 7 shall survive the completion of the Services, final payment, or earlier termination of this Agreement.

Section 8 – Insurance. During the entire term that this Agreement shall remain in effect and for a period of three (3) years after final payment to Consultant, Consultant shall secure and maintain in force the policies of insurance identified in, and shall comply with the other requirements of, the attached Exhibit D.

Section 9 – Indemnification. For all matters, other than those those related to professional services, Consultant shall indemnify, defend and hold harmless Owner, O P South Boulevard, LLC a Delaware limited liability company, and Owner's landlord (if any) Lincoln Apartment Management LP, tenant(s) (if any), lender(s) (if any), and such other persons or entities designated by Owner, and their respective officers, directors, members, principals, affiliates, agents and employees (the "**Indemnified Parties**") from any and all liability, damages, injuries, losses, costs, and expenses, including but not limited to reasonable attorneys' fees (together, "**Claims**," and each, a "**Claim**") to the extent caused by the breach of contract, negligence, recklessness or intentional wrongful misconduct of Consultant, Subconsultants, and other persons employed or utilized by Consultant in the performance of this Project, whether or not the Claim was caused in part by an Indemnified Party. This provision shall survive the completion of the Services, final payment, or earlier termination of this Agreement.

For all matters related to its professional services, Consultant shall indemnify and hold harmless the Indemnified Parties from all liability and damages, including reasonable attorney's fees and costs of litigation to the extent arising out of the negligent acts, errors, and omissions of Consultant, its agents, Subconsultants, or employees.

Section 10 – Termination.

A. Termination by Owner.

1. Termination for Owner's Convenience.

This Agreement may be terminated by Owner upon not less than three (3) days' written notice to Consultant for Owner's convenience and without cause. In the event that Owner terminates this Agreement as set forth herein, Consultant, upon payment for services rendered up to the receipt of the termination notice, shall immediately turn over to Owner any and all Documents and other property produced or in the possession of Consultant with respect to the Project. Owner shall then pay to Consultant all amounts due pursuant to Section 4 through the termination date.

2. Termination for Default.

If Consultant fails to perform in accordance with the terms of this Agreement, then Owner may, without prejudice to any other right or remedy that Owner may have and after giving Consultant ten (10) days written notice (unless Consultant cures its failure to perform within such ten-day period), terminate this Agreement and take possession of all Documents and other work performed hereunder by Consultant and perform the Services by whatever method Owner may deem expedient. However, if an emergency exists relating to the default, the termination shall be effective upon receipt of the written notice, and Consultant shall not be entitled to attempt to cure its failure to perform. In the event of a termination, Consultant shall immediately turn over to Owner any and all

Documents and other property produced by or in the possession of Consultant.

B. Suspension by Owner. Owner reserves the right to suspend performance of Consultant's Services. If performance of Consultant's Services is suspended by Owner for any reason beyond Consultant's control, Owner shall compensate Consultant for all Services performed prior to such suspension in accordance with the terms of the Agreement, and if the Project is resumed, Consultant's compensation and time for performance shall be equitably adjusted.

C. Termination by Consultant. Failure by Owner to make payments to Consultant in accordance with this Agreement shall be considered substantial nonperformance and cause for termination if Owner does not make payment of undisputed amounts within fifteen (15) days after receipt of written notice from Consultant that the payment is overdue. In case of termination Consultant shall be entitled to receive payment for tasks actually completed and Reimbursable Expenses actually incurred up to the date of termination, plus reasonable expenses directly attributable to termination for which Consultant is not otherwise compensated.

Section 11 Prevailing Party. In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing party will be entitled to recover its attorneys' fees and expert fees, as well as all costs and expenses of such litigation. The court, upon notice and motion by a party, shall determine who is the prevailing party for purposes of this Section. The "**prevailing party**" means the party, if any, determined by the court to have substantially prevailed in its claims, even if such party did not prevail in all matters; the prevailing party is not necessarily the one in whose favor a judgment is rendered. The court may also determine that there is no prevailing party for purposes of this section, or that a party may recover its fees, costs and expenses incurred as to some claims, but not others, if the court determines that such a result is appropriate under the circumstances. Where an action has been voluntarily dismissed or dismissed pursuant to a settlement of the case, there shall be no prevailing party for purposes of this section. Where the defendant alleges in its answer that the defendant tendered to the plaintiff the full amount to which the plaintiff was entitled, and the allegation is found to be true, then the defendant is deemed to be a party prevailing on the contract within the meaning of this section.

Section 12 - NO JURY TRIAL. OWNER AND CONSULTANT SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS OR STATUTORY CLAIM, COUNTERCLAIM OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE. OWNER AND CONSULTANT AGREE THAT EITHER PARTY SHALL FILE ANY SUIT OR ACTION IN CONNECTION WITH THIS AGREEMENT ONLY IN THE FEDERAL OR STATE COURT WHERE THE PROJECT IS LOCATED.

Section 13 – NO JURY TRIAL. REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

Section 14 – Miscellaneous Provisions.

A. Applicable Law. This Agreement shall be construed in accordance with the laws of the jurisdiction in which the Project is located, without reference to its choice of law provisions.

B. Assignment. Owner may assign all or a portion of its rights under this Agreement to certain persons or entities financially able to pay amounts due under this Agreement, and in the event of such assignment, this Agreement shall be fully binding upon Consultant to the full extent as if executed initially with the assignee, and Owner shall have no further obligations under this Agreement. Consultant may not assign this Agreement or any of its obligations to perform under this Agreement without the express written consent of Owner, nor may Consultant assign its rights to payment without Owner's express written consent.

C. Contract Modifications and Waivers. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding upon either Owner or Consultant unless the same shall be in writing and signed by both Owner and Consultant. No action or failure to act by Owner shall constitute a waiver of a right or duty afforded it under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as may be specifically agreed in writing by Owner. Failure by Owner to terminate this Agreement on account of any breach shall not be deemed to be a waiver of such breach and shall not affect Owner's right to recover damages in connection with such breach.

D. Records. Consultant shall maintain accounting records for all Services performed under this Agreement. Consultant shall also maintain detailed time records for all personnel whose time is charged to Owner under this Agreement. Consultant shall also obtain and maintain receipts for all Reimbursable Expenses. Owner shall be afforded access to all such records at all reasonable times for the purpose of conducting a review, examination and audit, and Consultant shall preserve all such records for a period of three (3) years after the final payment.

E. Mechanic's Liens. Unless such lien arises solely due to Owner's failure to pay amounts under this Agreement as to which there is no good faith dispute, if at any time any notices of lien are filed against the Project by Consultant's Subconsultants or anyone else claiming by or through Consultant, then Consultant shall, within ten (10) days of the date of receiving written notice of the filing of

such lien, discharge, remove or bond off such lien to Owner's satisfaction. Until such discharge or removal, Owner shall have the right to withhold from any sums payable under this Agreement any amount which Owner deems appropriate to pay such lien and to pay all related costs and expenses, including attorneys' fees, for which costs and expenses Consultant shall be liable to Owner.

F. Notices. All notices between the parties required by this Agreement shall be deemed to have been received by the addressee if delivered to an officer of the corporation for whom they are intended or if sent by certified mail, return receipt requested, by telegram, by hand or by overnight courier addressed as follows:

If to Consultant: Dean Antony
1001 Warrenville Road Suite 350
Lisle, Illinois 60532

If to Owner: Brian Byrne
1110 Jorie Blvd. Sute #300
Oak Brook, Illinois 60523

With a copy to: Lincoln Property Company
2000 McKinney Avenue, Suite 1000
Dallas, Texas 75201
Attn: Legal Department

Notwithstanding the foregoing, routine communications in furtherance of the Services may be given by either party hereto to the other by any of the foregoing methods or by facsimile transmission or electronic mail.

G. Confidential Information. All documents submitted to Consultant and all reports both oral and written, produced by Consultant for this Project, are strictly confidential and for the sole benefit of Owner or its agents. Consultant` agrees to make best efforts to prevent the disclosure of such information by Consultant, his employees and consultants. It is understood that copies of Consultant's reports may be made available through, and at the discretion of, Owner, to a lender, loan participants, and the equity investor, as applicable.

H. Severability. If any terms or provisions of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent.

I. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by both parties hereto.

J. Interpretation. This Agreement shall be construed in accordance with its plain meaning, without giving any effect to any implication or inference arising from the fact that this Agreement or any particular provision may have been drafted by or on behalf of any party to this Agreement.

K. Publicity. Any publicity, press releases, advertising, printed materials, or display materials with respect to the Project shall be under the sole direction and control of Owner, and no contact or discussions by Consultant or its Subconsultants regarding the Project shall be had with the public press or media representatives without the prior written consent of Owner.

L. Lender's Requirements. Consultant shall provide to Owner's lender any Project information or certification that the lender reasonably requires. Consultant agrees to execute such documents as may be reasonably required by the Owner's lender, including, but not limited to, a consent to assignment of this Agreement and/or the Documents to the Owner's lender, under terms reasonably acceptable to the lender, and to agree to such modifications to this Agreement as the Owner's lender may reasonably require.

M. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Upon execution of such counterparts, all counterparts together shall constitute the entire Agreement.

N. Authority to Execute. Each signatory to this Agreement represents that he or she has the authority to bind the person or entity on whose behalf he or she signs this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first set forth above.

[SIGNATURE PAGE TO FOLLOW]

OWNER:

OP South Boulevard LLC

Brian Byrne

By: _____

Name: _____

Its: _____

CONSULTANT:

Kimley-Horn and Associates, Inc.

Dean Antony

By: _____

Name: _____

Its: _____

EXHIBIT A

DESCRIPTION OF BASIC SERVICES

(Attached)

Kimley»Horn

June 9, 2015

Mr. Charlie Dillon
Lincoln Property Company
1110 Jorie Blvd, Suite 300
Oakbrook, IL 60523

Re: Proposal for Professional Consulting Services
Proposed Off-Site Alley Improvements
Oak Park, Illinois

Dear Charlie:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this Proposal (the "Proposal") to Lincoln Property Company ("the Client") for professional consulting services for the proposed off-site alley improvements required by the Village of Oak Park for the Transit-Oriented Development (TOD) located at the southeast corner of Harlem Ave. (IL-43) and South Boulevard in Oak Park (Cook County), Illinois.

Project Understanding

Based on the May 20th, 2015, kick-off meeting with the Village of Oak Park, Kimley-Horn understands the Village has requested the public alley adjacent to the east side of the TOD project site be reconstructed concurrent with the TOD project. The limits of the alley reconstruction extend south from the TOD project limits (south of South Boulevard) to Pleasant Street. The alley reconstruction work will include stormwater drainage and pavement improvements within the public limits of the alley only. No improvements to sanitary sewer, watermain or any other utilities are anticipated at this time. Additional utility improvements, including coordination with other utility agencies for relocation work, is excluded from this scope of work. It is understood that storm water detention will NOT be required for the off-site alley improvements.

It is anticipated the off-site alley improvements design will be incorporated into the TOD civil construction plans at the Construction Documents phase of the project. Therefore the TOD project and off-site alley improvements will be permitted as a single project. It is also assumed the off-site alley improvements will be bid through the Client in conjunction with the TOD project, such that a separate public bid and procurement process is not required. Kimley-Horn does not anticipate producing specification books or participating in any part of a public bid or procurement process as part of this scope of services. Additional bid assistance, cost estimating and construction administration for the off-site alley improvements is not included within this scope of work.

It is understood the combined TOD project and off-site alley improvements will require entitlement and permit approvals from:

- Village of Oak Park, IL

Scope of Services

Task 1 – Off-Site Topographic Survey

Kimley-Horn's surveyor will provide all the field and office work necessary to prepare a topographic survey of the off-site alley improvements. All buildings along with existing above ground improvements; all surface drainage features; rim and invert elevations of all sanitary, storm and water utility structures and the top of foundation and grade of adjacent properties will be included. Topographic limits extend from the south limits of the TOD project area at South Boulevard south to the intersection at Pleasant Street. The vertical datum will be verified with the Village and two site benchmarks will be established. This survey does not include property title research or boundary verification, and is not an ACSM/ALTA survey. If the survey or field conditions require additional field work, markup or coordination, Kimley-Horn will provide these services on an hourly basis as an Additional Service.

Task 2 – Off-Site Civil Design Drawings

Kimley-Horn will prepare Off-Site Civil Design Drawings for the off-site alley reconstruction in accordance with the published municipality and standards. The anticipated improvements are limited to the drainage and pavement reconstruction of the alley from the south limits of the TOD project area at South Boulevard south to the intersection at Pleasant Street. The Off-Site Civil Design Drawings will be incorporated in the TOD Construction Documents at the time of permit submittal and are anticipated to consist of the following:

1. Typical Alley Section Details
2. Plan and Profiles
3. Accessibility Details
4. Cross Sections

Revisions to the Off-Site Civil Design Drawings will be based on municipal staff review comments. It is assumed that the documents will be revised no more than two (2) times before the completion of the services outlined in this Agreement. Significant site plan changes and additional review revisions will be considered an Additional Service.

Additional Services

Any services not specifically provided for herein, as well as changes in the scope of proposed services and revisions requested by the Client after substantial completion of the proposed services, will be considered Additional Services and will be performed at our

hourly rates. Potential services not addressed in this Agreement, but which may be required include, but are not limited to:

1. Environmental Engineering Services
2. Geotechnical Engineering Services
3. Stormwater Detention Design and Modeling
4. IDOT Drainage Checklist submittal
5. Easement Documents and/or Coordination
6. Platting, Construction Staking or Survey Services beyond those mentioned above
7. Tree Survey and/or Tree Protection Plan
8. Dry Utility Design and/or Coordination
9. Sanitary Pump Station of Water Booster Pump Design
10. SWPPP Monitoring and/or Observation Logs
11. Off-Site Improvements beyond those mentioned above
12. State Department of Transportation coordination beyond those mentioned above
13. Traffic and/or Parking Study
14. Pad Certification Assistance
15. Pump Station or Retaining Wall Design
16. Design of South Boulevard Streetscape Improvements
17. Any services not specifically mentioned in the Scope of Services above
18. Coordination or design for the relocation of the existing bus stop on the property is excluded from this scope of work.
19. Improvements to sanitary sewer, water main or other utilities.
20. Off-site utility coordination or infrastructure relocation assistance.
21. Participation in public bid or procurement process, including preparation of specification books or cost estimates for the off-site alley improvements.
22. Meetings are excluded from this scope of work.
23. Condition analysis of the existing storm sewer system
24. Record Drawings.

Closure

In addition to the matters set forth herein, this proposal shall be subject to the terms and conditions set forth in the Client form of contract entitled "Professional Services Agreement" with the terms previously negotiated between the parties in the Agreement dated 3/17/15.

If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please forward the above referenced Client for of contract for execution.

We appreciate the opportunity to provide these services to you.

Sincerely,

Kimley-Horn and Associates, Inc.

Nathan Groff, P.E.
Project Manager

Dean M. Antony, P.E.
Vice President

Attachments: None

EXHIBIT B

SCHEDULE FOR PERFORMANCE OF SERVICE

SCHEMATIC DESIGN PHASE- 2 weeks

DESIGN DEVELOPMENT PHASE- 2 weeks

CONSTRUCTION DOCUMENTS – 3 weeks

EXHIBIT C

FEE SCHEDULE, HOURLY RATES, AND REIMBURSABLE EXPENSES

FEE SCHEDULE

- Off- Site Topographic Survey $2,800.00
- Off-Site Civil Design Drawings $16,000.00

Hourly Rates: Rates effective July 1, 2014 through June 30, 2015.

Category	Hourly Billing Rate
Support Staff	$70 - $100
Drafter/CADD Technician	$75 - $100
Designer I – Designer III	$110 - $125
Professional Land Surveyor	$125
One Person Survey Crew	$130
Project Engineer	$140
Project Manager	$160
Two Person Survey Crew	$170
Senior Project Manager	$195
Three Person Survey Crew	$225
Principal	$240

Reimbursable Expenses:

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Relevant surveys, studies, reports, or data in the Client's possession
2. Site Plan and all building plans (in AutoCAD format)
3. Geotechnical investigation for excavation, backfilling, foundation, groundwater analysis, infiltration rate analysis and pavement design.
4. Boundary of property to be purchased with current Title Commitment
5. Complete site design requirements for the proposed tenant
6. Full access to the site
7. Executed copy of the Client provided Contract

Fees and Invoicing

Tasks identified in the table below as "Lump Sum" shall be completed for the sum of the lump sum fees listed below. The "Hourly" tasks, as indicated in the table, will be completed on an hourly basis, using our hourly rates in effect at the time the services are provided. In addition, other direct expenses and reimbursable expenses will be billed at 1.15 times actual cost.

Task	Task Description	Fee/Budget	Fee Type
	Basic Services		
1	Off-Site Topographic Survey	$2,800	Lump Sum
	Survey Sub-Total	**$2,800**	
2	Off-Site Civil Design Drawings	$16,000	Lump Sum
	Engineering Sub-Total	**$16,000**	
	Estimated Total Basic Services (w/o expenses)	**$18,800**	

An estimated additional reimbursable expenses budget of approximately $1,000 will be used to cover travel, printing and reproduction, courier and overnight delivery services, etc. Kimley-Horn will keep the Client updated, via monthly invoices, on the expenses incurred and the possible need for additional expense budget. Fees will be invoiced monthly based on the percentage completed for each of the major lump sum elements plus reimbursable expenses or for services actually accomplished under the cost-plus elements. Invoices will be due and payable within 30 days.

In addition to the labor fees shown, direct reimbursable expenses such as express delivery services, reproductions, and other direct expenses will be billed to the Owner at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Owner. Reimbursable expenses will be invoiced based upon expenses incurred.

EXHIBIT D

INSURANCE REQUIREMENTS

Consultant shall secure and maintain in force the policies of insurance identified below.

A. Commercial General Liability Insurance.

Commercial general liability insurance on a form at least as broad as Insurance Services Office ("**ISO**") commercial general liability coverage "occurrence" form CG 00 01 10 01, or another ISO commercial general liability "occurrence" form providing equivalent coverage and approved in writing by Owner, providing broad form commercial general liability coverage, blanket contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), products and completed operations, with limits of liability coverages in no less than the following amounts:

$2,000,000	general aggregate (other than products-completed operations)
$2,000,000	products-completed operations aggregate limit
$1,000,000	personal and advertising injury limit
$1,000,000	per occurrence limit
$ 100,000	fire damage limit (any one fire)
$ 5,000	medical expense limit (any one person)

B. Motor Vehicle Liability Insurance.

Motor vehicle liability insurance issued on a form at least as broad as ISO business auto coverage form CA 00 01 07 97, or other form providing equivalent coverage, approved by Owner in writing, covering all owned, hired, borrowed and non-owned vehicles (Symbol 1) brought onto Owner's premises, with limits of liability coverage of not less than $1,000,000 per accident combined single limit for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability Insurance.

Workers' compensation insurance as required by statute. Employers' liability (or, in a monopolistic state, stop gap liability) insurance with limits of liability coverage of not less than $500,000 each accident, $500,000 each employee-disease, and $500,000 policy limit-disease. Consultant hereby waives all rights of recovery against Owner and the other Indemnified Parties (as defined below) arising out of claims made under the workers' compensation or employers' liability insurance required to be maintained under this Agreement.

D. Excess or Umbrella Liability Insurance.

Excess or umbrella liability insurance on a follow-form basis with respect to the insurance required pursuant to Paragraphs A, B and C above, in an amount of not less than $5,000,000 per occurrence and otherwise satisfying the requirements set forth in Paragraphs A, B and C above.

E. Professional Liability Insurance.

Professional liability insurance written on a policy form specifically designed to protect against acts, errors or omissions in the rendering of professional services by Consultant as defined in the policy, which must specifically include Services performed under this Agreement. Policy limits shall be no less than $2,000,000 per claim and annual aggregate. If such insurance is written on a claims-made basis, Consultant will maintain and keep in force and effect such insurance for five (5) years after the later of the completion of the Services, final payment, or earlier termination of this Agreement.

F. Additional Requirements.

Consultant agrees to maintain and keep in full force and effect the insurance policies outlined in Paragraphs A, B and D above for a minimum of three (3) years after the later of the completion of the Services, final payment, or earlier termination of this Agreement. All insurance policies required above will be issued by insurers with AM Best Insurance Guide ratings of at least A- VII or better. Consultant shall name Owner, OP South Boulevard LLC, and Owner's landlord (if any), tenant(s) (if any), lender(s) (if any), and such other persons or entities designated by Owner as additional insureds for all coverages except workers' compensation and professional liability (Paragraphs C and E). Coverage for the additional insureds shall be primary, and non-contributory with any other insurance coverage any additional insured may have. The coverage for the additional insureds shall be as broad as the coverage afforded Consultant under its policies of insurance. Prior to commencing its Services, Consultant shall provide Owner with Certificate(s) of Insurance and copies of any applicable endorsements evidencing the above insurance policies and the additional insureds' status. If requested by Owner, Consultant shall provide Owner with complete copies of the policies required to be maintained hereunder, including any applicable endorsements. Consultant shall notify Owner in writing immediately if Consultant's insurance coverage is terminated or modified for any reason. The issuance or maintenance of insurance of any type by Consultant will not be deemed or construed to release, limit, waive, or discharge Consultant from any of the obligations and risks imposed by this Agreement or applicable law upon Consultant. Neither failure by Owner to require proof of insurance from Consultant nor the contents of a certificate of insurance provided by Consultant shall be deemed a waiver of Owner's or any other additional insured's rights or Consultant's obligations regarding the provision of insurance under this Agreement and all such insurance required to be carried hereunder shall include, by endorsement or otherwise, a waiver of subrogation in favor of Owner and the other Indemnified Parties.

To the extent of actual recovery of insurance proceeds received on account of a direct physical loss covered by builder's risk property insurance during construction, Owner and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for such proceeds, except such rights as they may have to the proceeds of such insurance. Consultant shall require of its Subconsultants, agents and employees of any of them similar waivers in favor of the parties enumerated herein.

Neither the insurance requirements set forth in this Exhibit nor Lincoln's review and approval of any insurer or insurance policy shall be deemed to limit Consultant's obligations under this Agreement or Consultant's underlying liability in any manner.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2015

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).

PRODUCER	CONTACT NAME: Jerry Noyola
Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636	INSURER A: National Union Fire Ins Co	19445
	INSURER B: Commerce & Industry Insurance	19410
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Lloyd's of London	085202
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 (Kimley Mindy) **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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC			9645227	4/1/2015	4/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4982985	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			BE 020733086	4/1/2015	4/1/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		39901450 (AOS) 39901451 (CA)	4/1/2015 4/1/2015	4/1/2016 4/1/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			P070831500	4/1/2015	4/1/2016	Per Claim Aggregate	$2,000,000 $2,000,000

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

Re: O P South Boulevard. O P South Boulevard LLC, Lincoln Property Company, Village of Oak Park & their officers, employees, agents & volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER

O P South Boulevard LLC
Brian Byrne
1110 Jorie Boulevard
Suite 300
Oak Brook, IL 60523

CANCELLATION

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

David Collings/JERRY

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