

July 17, 2017

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PROFESSIONAL SERVICES AGREEMENT

Between THE LAKOTA GROUP and THE VILLAGE OF TINLEY PARK

DOWNTOWN PLACEMAKING STUDY AND TARGETED ACTION STRATEGIES
VILLAGE OF TINLEY PARK, ILLINOIS

PROJECT SCOPE:

This agreement (Agreement) between The Lakota Group, an Illinois corporation doing business as **The Lakota Group (Lakota)**, 116 W. Illinois Street, Chicago IL 60654, and **The Village of Tinley Park, (Client)**, 16250 South Oak Park Avenue, Tinley Park, IL 60477, is entered into on the date written above.

Project Description

As more fully detailed below, this Downtown Placemaking Study and Targeted Action Strategies project will create a vision for Downtown Tinley Park that considers placemaking and aesthetics, year-round programming, multi-modal functionality and safety, wayfinding, and sustainability.

Work Scope/Project Tasks

For planning purposes and based on similar past projects, assessments, and studies, Lakota anticipates that at a minimum we will perform the tasks described on the attached proposal dated May 19, 2017 (the "Proposal"):

Timeline:

While there are many variables associated with any planning process, Lakota believes this process should take 8-10 months to complete. We have the dedicated team resources necessary to complete this process in that timeframe.

This proposal does not include the following tasks:

- Detailed Design Drawings or Construction Documents
- Illustrative renderings (if needed, Lakota can provide a separate proposal)
- Detailed signage design
- Civil, traffic, utility, soils or environmental studies/engineering
- Property or legal surveys

PROJECT TERMS:

The above services will be provided for **a flat rate of Seventy-Five Thousand Nine Hundred Dollars (\$75,900) plus reimbursable expenses.**

Any agreed-upon additional work will be billed on an hourly rate basis according to the firm's current rates, plus reimbursable expenses. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.

Lakota Billing Rates (2017):

Principal	\$260
Associate Principal	\$230
Vice President	\$205
Senior Associate	\$185
Project Planner/Designer/Manager	\$160
Planner/Urban Designer/Landscape Architect	\$125 - \$130
Research/Operations Staff	\$95

Reimbursable expenses will be billed at direct expense and will include:

- **Travel** for field work/site visits (mileage/tolls/parking/cabs/airfare/out-of-region meals & lodging)
- **Delivery** (faxes/postage/messenger/express)
- **Copying/Reproduction**
- **Computer Plots**
- **Long Distance Communication**
- **Additional Renderings/Models** (if requested by client)
- **Special Supplies** (if mounted boards or additional graphic materials are requested)
- **Miscellaneous** (municipal documents, special reports, data)

Professional fees and expenses will be billed monthly for work completed. Unpaid invoices will bear 1.5% interest per month past 30 days.

Proprietary Rights

Lakota retains the ownership of documents prepared by us as instruments of service. Upon payment of outstanding invoices related to this Agreement, Client is granted a non-exclusive, non-revocable license to use the documents, or copies of the documents, created during the performance of Lakota's services for reference, marketing and operation of the project. However, Lakota retains the exclusive copyright to the plans, designs and information contained on the documents and all other use of the documents is expressly prohibited except when granted, in writing, by Lakota.

Termination, Suspension or Abandonment

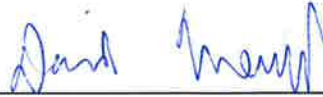
In the event of termination, suspension or abandonment of the Project by the Client, Lakota shall be compensated for services performed up to the date of notification by Client via phone call or registered mail. The Client's failure to make payments in accordance with this agreement shall be considered nonperformance and sufficient cause for Lakota to suspend or terminate services. Either Lakota or the Client may terminate this agreement after giving no less than seven days' written notice if the project is suspended for more than 30 days, or if the other party substantially fails to perform in accordance with the terms of this agreement.

Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota will begin work after receiving written authorization to proceed via fax, mail or email.

The Lakota Group appreciates the opportunity to provide The Village of Tinley Park with these professional services.



Scott Freres, RLA, ASLA
President
The Lakota Group



Signature
By: Village of Tinley Park
Its: Village Manager