
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2019-R-032**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO A
CONTRACT THE LAKOTA GROUP, INC.**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606

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Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 2019-R-032

**A RESOLUTION APPROVING A FIRST AMENDMENT TO A
CONTRACT THE LAKOTA GROUP, INC.**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”), pursuant to 50 ILCS 510/1 of the Illinois Municipal Code, is authorized to negotiate and enter into professional service agreements for engineering and/or architectural services based upon the demonstrated competence and qualifications for the type of services required at a fair and reasonable; and

WHEREAS, the Village of Tinley Park (“Village”) has previously negotiated and entered into a professional services agreement (“Agreement”) with the Lakota Group, Inc., (“Lakota”) pertaining to certain engineering services for Harmony Square; and

WHEREAS, the Village now desires to approve a First Amendment (“Amendment”), attached hereto as Exhibit 1, to said Agreement pertaining to the increased fees for certain specialty design services in an amount not to exceed \$227,050.00; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into said Amendment with Lakota pursuant to this Resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Amendment be entered into with Lakota, in an amount not to exceed \$227,050.00, and that the Village President is hereby authorized to execute said Amendment on behalf of the Village, with said Amendment to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 16th day of April, 2019.

AYES: Pannitto, Berg, Brady, Curran

NAYS: None

ABSENT: Younker, Glotz

APPROVED THIS 16th day of April, 2019.


VILLAGE PRESIDENT


ATTEST:

VILLAGE CLERK

EXHIBIT 1

**FIRST AMENDMENT TO A CONTRACT WITH THE
LAKOTA GROUP, INC.**

**FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK
AND THE LAKOTA GROUP**

THIS FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS AND THE LAKOTA GROUP (this "Amendment") is made as of April 16, 2019 by and between Village of Tinley Park, an Illinois municipal corporation (the "Village") and the Lakota Group ("the Consultant").

WITNESSETH:

WHEREAS, on July 19, 2018, the Village and the Consultant entered into a "Professional Design Services Agreement" ("Original Agreement") (the Original Agreement and the Amendment together constituting the "Agreement"); and

WHEREAS, at the time of execution of the Original Agreement, there were still numerous design decisions that had not been made which affected the overall price of the Original Agreement; and

WHEREAS, the Original Agreement was approved with a "not to exceed" fee of \$180,000 and \$9,000 in expenses; and

WHEREAS, the Village has finalized all design decisions for the Project and as a result, certain deletions, amendments, and additions must be made to the Original Agreement; and

WHEREAS, the parties hereto now desire to amend the Original Agreement in certain respects as set forth herein and to memorialize their foregoing relationship; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. UNDER THE HEADING "PROJECT TERMS".

A. The entire first paragraph prior to "Lakota Billing Rates (2018)", as well as the table of estimated fees and Exhibit A shall be deleted in their entirety and replaced by the following:

- As full consideration for performance of the services, the Village will pay Consultant based on the hourly rates set forth immediately below up to a maximum amount payable under this Agreement of \$416,050 ("Maximum Price"). The breakdown of the Maximum Price in accordance with each design feature is attached hereto as Exhibit A-1 and made a part hereof. Consultant will not be entitled to compensation in excess of such amount for any Additional Services performed on the Project without the prior written directive or approval of such Additional Services by the Village.

Consultant will not perform any Additional Services on the Project for which the Consultant will seek compensation in excess of the Maximum Price without notifying the Village in writing in advance that Consultant considers the same to be Additional Services and stating the estimated additional compensation Consultant intends to seek for such Additional Services. Compensation for any Additional Services requested of Lakota will be calculated on an hourly basis and billed according to Lakota's current billing rates.

The following paragraph shall be added to the end of the Project Terms section.

- Consultant assumes responsibility to the Village for the proper performance of the professional services of its subconsultants and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between the Village and any subconsultant including but not limited to any third-party beneficiary rights.

2. THE FOLLOWING PROVISION SHALL BE ADDED TO THE ORIGINAL AGREEMENT AS A NEW SECTION.

THE CONSULTANT'S PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE.

- By execution of this Agreement, the Consultant states that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it shall exercise the reasonable standard of care to comply with laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the Project) and are current as of the commencement of the project. The Village acknowledges that such laws, rules and regulations are often subject to various and contradictory interpretations and that therefore Consultant shall use reasonable professional efforts and judgment to correctly interpret and apply such requirements, but cannot warrant or guarantee that the work will comply with the interpretation of such requirements by others.
- Consultant hereby represents and agrees that the Construction Documents prepared by it pursuant to this Agreement shall be complete and functional in all material respects and in accordance with the standard of care described above, except as to any deficiencies which are due to causes beyond the control of the Consultant, and

that the Project, if constructed in accordance with the final Construction Documents , shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or review comments by the Village (excluding reuse of or modification to Consultant's designs, documents or work product without the prior authorization of Consultant) shall not reduce or diminish the Consultant's responsibilities pursuant to this Agreement.

- The Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Consultant will correct at no additional design cost to the Village any and all errors and omissions in the drawings, specifications and other documents prepared by the Consultant. The Consultant further agrees, at no additional cost, to render assistance to the Village in resolving problems relating to the design or specified materials.
- Consultant shall exercise the reasonable standard of care to make certain that, at the time the project is bid, the Construction Documents are in accordance with applicable zoning and building laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested from state and local governments.
- It shall be the responsibility of the Consultant throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Consultants of the training and background needed to perform the services required under this Agreement who practice in the County of Cook /County of Will/The Village of Tinley Park or similar communities.

3. THE FOLLOWING PROVISION SHALL BE ADDED TO THE ORIGINAL AGREEMENT AS A NEW SECTION.

INSURANCE REQUIREMENTS.

- Consultants shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located the following insurance written for not less than limits of liability specified below or required by law, whichever is greater:
 1. Commercial general liability insurance covering general liability claims, including for operations in progress, completed operations, with minimum limit of \$1,000,000 for each occurrence and including personal injury liability coverage and property damage coverage.
 2. Professional liability insurance with minimum limits of \$1,000,000*
*Structural engineering subconsultant shall carry professional liability insurance of \$3,000,000 per claim and aggregate.

3. Automobile liability insurance with limits of \$500,000.
 4. Worker's compensation insurance as required by applicable laws, including employers' liability insurance with minimum limit of \$1,000,000.
- The coverages afforded by the Consultant shall be primary in all respects to any insurance carried independently by the Village. Consultant's commercial general liability and automobile liability insurance policies shall name the Village as additional insured by amendatory riders or endorsements. Not less than fourteen (14) days after the execution of this Agreement, the Consultant shall file with the Village Certificates of Insurance acceptable to the Village evidencing the foregoing coverages and that the policies are in full force and effect. The Certificates also shall list the Village as additional insureds for the commercial general liability and automobile liability policies. The Certificates and the insurance policies required by agreement shall contain a provision that coverage afforded under the policies will not be cancelled, amended, or allowed to expire without at least 30 days' prior written notice to the Village.
 - The Consultant also shall require each of its subconsultants providing additional consultant services for the Project to maintain the foregoing insurance coverage. The Consultant also shall require each such subconsultant to furnish the Village with certificates of insurance evidencing the foregoing coverage and that the policies are in full force and effect. The certificates shall be provided to the Village.

4. ***THE FOLLOWING PROVISIONS SHALL BE ADDED TO THE ORIGINAL AGREEMENT AS NEW SECTIONS.***

INDEMNITY

- Consultant shall indemnify and hold harmless the Village, its officers, directors, employees, from and against those liabilities, damages and costs that the Village is legally obligated to pay as a result of claims by third parties resulting from the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by either the willful misconduct or the negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible, subject to any limitations of liability contained in this Agreement. Consultant will reimburse the Village for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. Consultant's duty under this provision shall be limited to the available proceeds of the insurance coverage required by this Agreement.

MISCELLANEOUS

- Consultant reserves the right to cease all services if payment is not made in accordance with the Illinois Prompt Payment Act.

- To the fullest extent permitted by law, and notwithstanding any other provisions of this agreement, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through, or under the Village, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from, or in any way related to the project or this Agreement from any cause or causes, including, but not limited to the negligence, professional errors and omissions, strict liability, breach of contract or warranty, expressed or implied, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of Consultant's fee paid at the time of the claim.
- The Village and Consultant waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 16th day of April, 2019

Village of Tinley Park, Illinois

The Lakota Group


Signature


Signature

Name: Jacob C. Vandenberg

Name: SCOTT A. FRENES

Title: Village President

Title: PRESIDENT

Date: April 16, 2019

Date: 4-27-19

EXHIBIT A-1

Breakdown of Maximum Price – Approved Contract Adjustment Request dated 3/29/2019

Resolution No. 2018-R-038

CONTRACT ADJUSTMENT REQUEST

PROJECT NAME:	Harmony Square
CLIENT:	Village of Tinley Park
DATE:	March 29, 2019

The Lakota Group is requesting approval from the Village of Tinley Park for an addition to contract (resolution No. 2018-R-038) dated June 19, 2018 for the following services:

ORIGINAL CONTRACT (*price range proposed from Exhibit A, No. 2018-R-038*):

Ice Rink / Ribbon Engineering:	\$150,000 - \$180,000
Water Feature Design / Engineering:	\$20,000 - \$30,000
AV / Specialty Engineering:	\$20,000 - \$25,000
Lighting / Electrical Engineering:	\$30,000 - \$50,000
Architect / Structural:	\$40,000 - \$50,000
PROPOSED FEE RANGE PER EXHIBIT A	\$260,000 - \$335,000

PROPOSED CONTRACT ADD FOR RESOLUTION NO. 2018-R-038:

(services are based on the current preferred design dated March 13, 2019)

Ice Rink Coordination/Coordination of Subs (Lakota):	\$66,000
Water Feature Design (Fountain Technologies):	\$32,500
AV Design Services (TRIA Architects):	\$35,850
Acoustic Design Services (TRIA Architects):	\$23,850
Architect / Structural (TRIA Architects):	\$68,850
TOTAL ADDITIONAL PROFESSIONAL FEES	\$227,050
NET SAVINGS FROM PREVIOUS PROPOSED FEES	\$107,950

CONTRACT SUMMARY

Approved Design Fees (Lakota):	\$180,000
Approved Expenses (Lakota):	\$ 9,000
Proposed Contract Add for Services Outlined Above:	\$227,050

ADJUSTED CONTRACT TOTAL **\$416,050**

Please confirm/approve the above contract addition by signing one copy and returning it to our office.

Attachments: Resolution No. 2018-R-038 (original contract for reference)



STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-032, "A RESOLUTION APPROVING A FIRST AMENDMENT TO A CONTRACT THE LAKOTA GROUP, INC.," which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.



KRISTIN A. THIRION, VILLAGE CLERK