
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2023-R-086**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE
IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O’CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2023-R-086

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with The Lakota Group, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.


ADOPTED this 2nd day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Shaw, Sullivan

NAYS: None

ABSENT: Mueller

APPROVED this 2nd day of August, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 26th day of July, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and The Lakota Group ("Consultant"), collectively the "Parties" for the following project:

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- B. The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- C. It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

The Lakota Group
One East Wacker, Suite 2700
Chicago, Illinois 60601

OR TO:

Village of Tinley Park
Village Manager
16250 South Oak Park Avenue
Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and The Lakota Group, Inc. have executed this agreement.

VILLAGE OF TINLEY PARK

By: Michael W. Gloy
Village President

DATE: 8/21/2023

The Lakota Group, Inc.

By: K. O. H. Principal
President

DATE: 7/26/2023

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

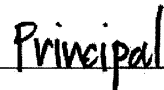
The undersigned hereby certifies that the Consultant is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

The Lakota Group, Inc.

Name of Consultant (please print)



Submitted by (signature)



Title

Certificate of Compliance with Illinois Human Rights Act

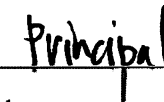
The undersigned hereby certifies that the Consultant is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

The Lakota Group, Inc.

Name of Consultant (please print)



Submitted by (signature)



Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

The Lakota Group, Inc.



Name of Consultant (please print)

Submitted by (signature)

Principal

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The Lakota Group, Inc.



Name of Consultant (please print)

Submitted by (signature)

Principal

Title

EXHIBIT A

Scope of Professional Services

Scope of services will generally consist of Design Development and Construction Documents for the landscape architecture and of Harmony Square and the surrounding streetscapes, as well as other downtown related design elements, such as pedestrian connections. Please reference the attached proposal for a full list of included services.



July 25, 2023

**Harmony Square Design Development
Professional Design Services
Tinley Park, Illinois**

116 West Illinois Street
Floor 7
Chicago, Illinois 60654
p 312.467.5445
f 312.467.5484
thelakotagroup.com

**Professional Services Agreement between THE LAKOTA GROUP and THE VILLAGE
OF TINLEY PARK**

PROJECT UNDERSTANDING:

The Lakota Group (Lakota) is pleased to provide our professional design services proposal to The Village of Tinley Park (Client) to assist with preparation of landscape and site design documents for Harmony Square in downtown Tinley Park.

This proposal is based on the Harmony Square concept plan for the 1.75-acre plaza located at North Street and Oak Park Avenue. With this proposal we are moving into the next phase of the design and implementation process, continuing the development of the community-supported schematic design. This design was the result of a collaborative process, working with staff, leadership, and key community stakeholders. This plaza will be home to year-round programming and will be anchored and framed by new and existing transit-oriented mixed-use and commercial development opportunities. We understand that, as part of this project, we will be refining the design for Harmony Square, surrounding streetscapes, and a new entry plaza from Oak Park Avenue.

It is our understanding that the overall process will be managed by Wegman/Cullen Construction Management to ensure coordination between the various private developments and the plaza. Once an overall Design Development package has been developed and submitted, our team will re-engage in Construction Documents.

FOCUS AREAS AND ELEMENTS

Our work will focus on the following areas within and around Harmony Square, as outlined below:

- Synthetic Turf Lawn Area(s)
- Planning for synthetic ice rink
- Splash Pad / Interactive Water Feature
- Seat Walls
- Site Furnishings
- Site Lighting (fixtures and design; engineering by others)
- Art and Interpretive Elements
- Performance Stage Structure (by architect)
- Storage Structure for Utilities and Maintenance Equipment (by architect)
- Concessions Kiosk / Restroom Building (by architect)
- Overhead Shade Structures
- Signage and Wayfinding within and around plaza
- Hardscape layouts and material options related to the plaza design, such as the water feature, buildings, surrounding perimeter walks
- Site and foundation landscape planting character

Planning
Urban Design
Landscape Architecture
Historic Preservation
Community Engagement

Please note it is anticipated that we may need to engage the following services and subconsultants for this project, depending on the design direction. Lakota will be responsible for contracting and coordinating with sub-consultants. Sub-consultant selection will be directed by Lakota and approved by Village. Lakota to provide Village with copies of sub-consultant agreements. The following consultant fees are included in this proposal:

- Water feature design (Fountain Technologies)
- Irrigation designer (Hines, Inc.)
- Structural Engineer for gateway structure (TBD)

We assume that the site civil engineering will be undertaken by CBBEL and/or Robinson Engineering, site electrical engineering by CBBEL, and architecture (including structural, acoustics, building MEP, performance lighting) by TRIA and their sub-consultants.

PROJECT SCOPE:

Lakota will perform the following tasks/responsibilities for all Phases as outlined below:

PHASE 1: DESIGN DEVELOPMENT

The goal of Phase 1: Design Development is to further explore in detail the Preliminary Site/Landscape Plan and individual elements such as hardscape layouts and dimensions, plant materials, site features and furnishings, and preliminary quantities/costs.

Task 1.1: Design Development Project Kick-off

Conduct a project kick-off meeting with the design team, including civil/electrical engineers and Village Steering Committee to review/confirm project goals, review the preferred Schematic Design Plan, and discuss project timeline. At this meeting, our team will also touch upon:

- Permitting requirements
- Utilities and civil engineering considerations

Conduct a working charrette session to discuss the site layout, relationships of various plan elements and use areas, and alternatives to explore.

Task 1.2: Field Verification

Visit the site to confirm site conditions, review existing infrastructure, surrounding roadways and sidewalks, and surrounding context. Locations of all above and below ground utilities and site features/landscape should be provided for the subject areas along with the remaining parcels.

Task 1.3: Refine Overall Preferred Design Direction

Based on kick-off meeting discussion and team charrette results, the Lakota team will further refine the size, scale, geometry, materials, sub areas, and finishes, as appropriate for the proposed improvements. We will coordinate with the team engineers and architect in an iterative process to provide options for hardscape conditions, landscape areas, use zones, and other features. The Lakota team will take the lead on laying on the base geometry to be used by the team and envisions this process will take several rounds of review and refinement.

Task 1.4: Refine Enlarged Plan Sub-areas

Once a preferred overall geometry has been agreed upon by the team and Village Steering Committee, Lakota will explore more detailed concepts for the key site sub-areas. These include options and layout for the splash pad/water feature (geometry, type of jets, visual character), Oak Park entry plaza (geometry, seating types, landscape, signage, lighting, other elements), event lawn (geometry, edge conditions), surrounding streetscape character (geometry, site element/landscape layout, hardscape condition), and corner plaza (layout, character, seatwalls/seating, landscape, gateway structure, site elements), and seating pockets (geometry, seating, fire pits, materials).

Multiple concepts will be provided for each sub-area for review by the Steering Committee. Refinements will be made to the preferred concept, per team/Steering Committee input.

Task 1.5: Preliminary Plant Palette

Develop preliminary Plant Palette for each specific area of the site, including interior plaza(s), streetscapes, seating pockets, and building foundations. During Design Development, a palette will be provided that shows landscape character and intent only; a detailed landscape plan will be provided in the Construction Document phase.

Task 1.6: Material Palette

Prepare material palette options and supporting graphics for site hardscape, furniture, lighting, corner gateway, sidewalks, plazas, event lawn, and specialty elements.

Task 1.7: Refined Plant and Material Palettes

Based on input from staff and the Steering Committee, refine the preferred options for the plant and materials palettes.

Task 1.8: Submit 30% Design Development Set for Steering Committee Review

Combine plan, sections, landscape palette, hardscape/materials palette(s), and enlarged sub-areas into a 30% Design Development drawing set to submit to the Steering Committee for review.

Task 1.9: Preliminary Opinion of Probable Cost

Based on refinement and Design Development plans, assist the Village's cost consultant with developing cost opinions for the landscape/hardscape elements of the project. Our team will coordinate with the engineers, architects, and other consultants to combine the costs into an overall summary for Village review.

Task 1.10: Coordination with Product Manufacturers

Coordinate with product and equipment manufacturers to further the site design and provide options, methods of construction, details, and costs to features.

Task 1.11: Design Visualization Renderings

Refine three (3) to four (4) eye level visualizations depicting key elements or sub-areas of the Plan using Lumion, as previously submitted for the St. Patrick's Day event.

Task 1.12: Progress Review Meetings

During the Design Development Phase, the Lakota team will conduct working meetings with the Design Team and Village representatives (Steering Committee, Village Board, and staff) to review progress and design direction/budgets at the 75% and 100% Design Development milestones. Revisions will be made based on team comments.

Task 1.13: Design Development Package

Submit refined Design Development set, outline specifications, preliminary plant lists, materials palette, product data, cost opinions, and quantities to the Village for review and approval prior to initiating the final detail and design Construction Document and Specifications Phase. The team will develop more detailed set of preliminary landscape plans, site lighting, architectural features, and details/material choices for specific site elements. Drawings will include dimensions and quantities to the site features and provide a basis for establishing a more detailed preliminary estimate of construction costs, which will also be prepared as part of this task.

Task 1.14: Village Board Presentations

Lakota will present a plan update to the Village Board during the Design Development process.

PHASE 2: CONSTRUCTION DOCUMENTATION

The goal of this phase is to provide a Final Site Landscape Plan and Landscape Construction Documents/Details for the selected site features. The Landscape Construction Documents Package will provide a framework for developing final costs (unit/fixed price) for contractor bidding and implementation. All base data shall be provided by Project Engineer.

Task 2.1: Field Verification

Visit the site as needed to refine site/landscape design.

Task 2.2: Team Coordination Meeting

Meet with the Team to further refine details of the site/landscape plan, specific site elements, and refine planting design/palette. Further identify specific landscape and site issues involving plant material, hardscape, and site features. This includes coordination with civil engineers, architects, and other sub-consultants.

Task 2.3: Construction Documents

Develop Graphic Construction Documents for site and all focus areas. Several drawings will be prepared which address all site element locations, sizes, and quantities. The Construction Documents will be used to bid and construct improvements and may include, but not limited to:

1. Cover Sheet, notes, legend
2. Existing Conditions Plans
3. Site Preparation and Removals Plans
4. Tree Preservation/Removals Plan (as needed)
5. Stormwater Pollution Prevention Plans (SWPPP) (by civil engineers)
6. Grading and Drainage Plans and related details (by civil engineers)
7. Site Utility/Street Plans and related details (by civil engineers)
8. Site Electrical/Lighting Plans and related details (by electrical engineers)
9. Stage and support buildings and related details (by architects)
10. Water feature design and related details
11. Irrigation Plan and related details
12. Hardscape Layout and Materials Plans and related details
13. Site Enlargement Plans and related details
14. Landscape Plans and Planting Schedule and related details
15. Site Construction Details of hardscape features, specialty elements (gateways, signs, pergolas, etc.)

Task 2.4: Specifications and Documentation

The Lakota team will develop written Specifications and Documentation that will be used to bid and construct the improvements.

Task 2.5: Refined Cost Opinions

Revise Construction Cost Opinions to reflect any adjustments to Final Construction Documents.

Task 2.6: Construction Document Milestone Submittals

Submit plans, specifications, and costs at the 75% milestone for required permits. It is assumed that we will submit documents to the team civil engineer to submit to various agencies, as outlined in their scope.

Task 2.7: Team/Village Coordination Meetings

Meet with Team and Village to present final plans, sketches, and costs at the 75% and 90% milestones. This phase includes six (6) meetings.

Task 2.8: Internal Quality Management Review

Prior to Village review and sending the project out for bid, the Lakota team will complete a quality assurance / quality control (QA/QC) audit of the documents.

Task 2.9: Final Construction Document Revisions/Village Review

Submit Final Construction Document set to Village for review (as necessary). Make revisions based on Team and Village input.

Prepare minor revisions to Final Site Plan prior to any resubmission to Village. Minor revisions to Final Plans and detail drawings are included as part of this work scope and fee proposal. *Substantial changes to the general design intent, site plan, or its related elements/features shall be considered outside of the work scope of this proposal. Lakota will be pleased to provide a more specific fee estimate/proposal for any additional services as requested by the Village as determined necessary due to project conditions.*

PHASE 3: PERMITTING AND BID ASSISTANCE

The goal of Permitting and Bid Assistance is to help package and distribute construction drawing sets and specifications to selected contractors for pricing. Bids will be reviewed, assessed, and clarified with the Village to assist in the selection of a contractor(s). Time tables and schedules for construction will be established with selected contractors.

- Meet with Village and Design Team to review construction set.
- Coordinate with Village to distribute bidding documents and prepare legal notice to publicize bid.
- Issue addenda as appropriate to interpret, clarify, or expand the construction documents.
- Recommend reputable contractors for consideration.
- Attend and facilitate a pre-bid meeting.
- Attend bid opening and record results.
- Prepare bid tabulation spreadsheet.
- Perform reference checks for the apparent low bidder's references.
- Issue a bid results summary letter.
- Attend Village Board meeting to present bid package and award.

PHASE 4: CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSE-OUT (FUTURE PHASE)

The goal of Construction Observation and Administration is to provide on-site review and observation of site/landscape construction related to the target area landscape construction package and related specifications to observe that the plan intent is adhered to by the selected contractor(s).

- **ADMINISTRATION**

- Assist in preparation of an Owner / Contractor Agreement.
- Conduct a pre-construction meeting with Client and contractor to review:
 - Contractor mobilization and staging
 - Contractor schedules
 - Contractor submittals
 - Responsibilities
 - Communications
 - Payment procedures
- Provide interpretations and clarifications for the construction documents as needed.
- Review and approve submittals, including samples of materials and shop drawings, and assess change order requests.
- Review and respond to contractor's requests for information.
- Review contractor's request for payments.
- Review testing procedures and data provided by independent testing services.

- **OBSERVATION**

- Provide on-site observation of site construction. Visit site at intervals appropriate to the stage of site/landscape construction to review construction methods (Assumes a total of 12 site visits).
- Make visits to plant nurseries located by landscape contractor to approve selected plant materials (Assumes 2 visits).
- Make written reports regarding site construction progress.

- **CLOSE-OUT**

- Conduct a final on-site observation/inspection of site construction with Village.
- Prepare a final punch list prior to final acceptance of job.
- Review contract close-out submittals including, but not limited to:
 - Operating and maintenance manuals
 - As-built record drawings
 - Labor and material lien waivers
 - Payment applications
- Establish final acceptance.
- Prepare final payment recommendations regarding the contractor's request for acceptance of substantially or finally completed work.

The Lakota Group will manage the performance of our own work through the term of the contract by providing General Project Administration. This includes, but is not limited to:

- **COMMUNICATIONS**

- Coordinate and prepare for meetings and summarize highlights from each meeting.
- Attend public forums identified.
- Collect and disseminate communications from subconsultants and other parties.
- Coordinate regularly with Client representative.

- **SCHEDULES**

- Create, update, and distribute project timelines.
- Coordinate subconsultants.

- **STAFFING**

- Select and assign staff members and subconsultants to appropriate tasks and services.
- Prepare and administer subconsultant agreements.

PROJECT SCHEDULE:

The Phase 1 Design Development work scope will commence upon execution of this contract and be coordinated with other consulting team members and Village representatives to establish a reasonable timeline toward construction.

PROJECT TERMS:

The above services will be provided on an hourly rate basis with a not to exceed fee of **\$347,350** per the firm's current rates, plus reimbursable expenses.

Total Estimated Fees are as follows:

Lakota Professional Fees by Phase:	
Design Development:	\$ 130,300
Construction Documents:	\$ 157,000
Permitting and Bid:	\$ 12,600
Construction Administration:	TBD
Lakota Professional Fee Total:	\$299,900
Fountain Technologies	\$ 17,000
Hines, Inc.	\$ 18,450
Structural Engineer Allowance	\$ 12,000
Expenses:	\$ 3,000
Total:	\$350,350

Any additional services requested of Lakota beyond those listed above will be conducted on an hourly basis and billed according to Lakota's current billing rates. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.

Lakota Hourly Billing Rates (2023):

President	\$330
Principal	\$305
Associate Principal	\$260
Vice President	\$220
Senior Associate	\$205
Project Planner/Designer/Manager	\$185
Planner/Urban Designer/Landscape Architect	\$140-\$155
Research/Operations Staff	\$100

Reimbursable expenses will be billed at 1.1 times direct expense to cover administration and will include:

- *Travel for field work/site visits to review landscape installation*
- *Delivery (postage/messenger/express)*
- *Copying/Reproduction*
- *Computer Plots*
- *Long Distance Communication*
- *Renderings/3D Models (if requested by client)*
- *Miscellaneous (municipal documents, special reports, data)*

ADDITIONAL TERMS

This proposal does not include the following tasks:

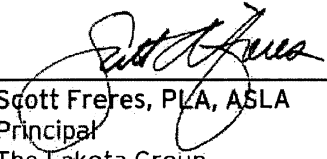
- Construction Observation (future phase)
- Property or legal surveys (by surveyor)
- Additional streetscape or site plan concepts (additional services if requested)
- Civil, environmental, structural, or MEP engineering (by others)
- Engineering for chillers or ice equipment (by others)
- Architectural design (by others)
- Additional Client meetings or Village presentations not outlined above

Professional fees and expenses will be billed monthly for work completed.

Either party may terminate this agreement 15 days after written notice. Lakota shall be compensated for all services performed up to this date.

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 Professional Design Services.



 Scott Freres, PLA, ASLA
 Principal
 The Lakota Group

 Signature

 Printed Name

 Title

 Date

EXHIBIT B

Fee Schedule

Attached to Proposal

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- | | |
|--|--------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability – Each Accident: | \$ 1,000,000 |
| 3. General Liability – | |
| a. Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| b. General Aggregate: | \$ 2,000,000 |
| 4. Excess or Umbrella Liability -- | |
| a. Each Occurrence: | \$ 3,000,000 |
| b. General Aggregate: | \$ 3,000,000 |
| 5. Automobile Liability --Combined Single Limit | |
| 6. (Bodily Injury and Property Damage): Each Accident | \$ 1,000,000 |
| 7. Professional Liability – | |
| a. Each Claim Made | \$ 2,000,000 |
| b. Annual Aggregate | \$ 2,000,000 |

EXHIBIT D

Insurance Certificates



LAKOGRO-01

SBONDI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2023

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 have ADDITIONAL INSURED provisions or 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
Associated
1701 Golf Road #3-700
Rolling Meadows, IL 60008

CONTACT
NAME:
PHONE
(A/C, No, Ext): (847) 427-8400 FAX (A/C, No): (847) 427-3430
E-MAIL: assocagencies@associated.cc
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hartford Underwriters Ins Co 30104

INSURER B : Hartford Accident and Indemnity Insurance Company 22357

INSURER C : Trumbull Insurance Company 27120

INSURER D :

INSURER E :

INSURER F :

INSURED

The Lakota Group, Inc.
One East Wacker Dr Ste 2700
Chicago, IL 60601

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X	83SBAAF9HZJ	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	X POLICY PROJECT LOC					
	OTHER:					
B	AUTOMOBILE LIABILITY					
	X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		83UECAC0429	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB X OCCUR					
	EXCESS LIAB CLAIMS-MADE		83SBAAF9HZJ	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED X RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A	83WECVP8565	5/1/2023	5/1/2024	X PER STATUTE OTH-ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below.					
A	Property		83SBAAF9HZJ	5/1/2023	5/1/2024	Limit

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2023-R-086, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2nd day of August, 2023.


VILLAGE CLERK