

## **PROFESSIONAL SERVICE AGREEMENT**

### **VILLAGE OF HOMER GLEN: HERITAGE PARK MASTER PLAN**

This agreement (AGREEMENT) between The Lakota Group, Inc., an Illinois corporation doing business as The LAKOTA Group (hereafter "LAKOTA"), 1 E. Wacker Drive, Suite 2700, Chicago, Illinois 60601 and the Village of Homer Glen, Illinois (hereafter "CLIENT"), 14250 W. 151<sup>st</sup> Street, Homer Glen, Illinois 60491, is entered into on March 25, 2024, and includes seven parts: Project Description, Project Team, Scope of Services, Schedule, Compensation and Payment, Additional Conditions, and Acceptance.

#### **PART ONE: PROJECT DESCRIPTION**

The Village of Homer Glen, Illinois, wishes to undertake a master planning and design process to update the Heritage Park Master Plan. The Village seeks to focus on the following elements and amenities to ensure they cohesively relate within the park's setting: Main and secondary pavilions, Veterans Memorial, water feature, restrooms, ADA accessible fishing dock, soccer fields, pathways plan, amphitheater, and Village Green.

#### **PART TWO: PROJECT TEAM**

The Lakota Group as described in "Our Team" contained in the Proposal, Exhibit A.

#### **PART THREE: SCOPE OF SERVICES**

LAKOTA shall perform the services described in the "Scope of Work" contained in the Proposal, Exhibit A, and as described in "Section II Project Details" of the Village's Request for Proposal, attached hereto as Exhibit B. To whatever extent the Scope of Work provisions as set forth in Exhibit B, conflicts with the Scope of Work provisions as set forth in the Proposal, Exhibit A, then the CLIENT shall have the sole exclusive right to elect which provision or provisions control.

#### **PART FOUR: SCHEDULE**

A draft project schedule is described in the "Work Plan" contained in the Proposal, Exhibit A, and may be modified based on mutually agreed deadlines and the ability to schedule meetings and presentations, as the project advances.

#### **PART FIVE: COMPENSATION AND PAYMENT**

##### **Fee Amount**

CLIENT agrees to compensate LAKOTA for the Scope of Services described in the "Proposal Summary Sheet" contained in the Proposal, Exhibit A, an amount not to exceed \$22,800, inclusive of all fees and expenses.

**Authorized Additional Services**

The Parties acknowledge and agree that LAKOTA must notify the CLIENT if any discussed or requested services and expenses exceed the Scope of Work of this AGREEMENT, and are "additional services," prior to LAKOTA's performance of any additional services and expenses. Further, any additional services and expenses requested of LAKOTA beyond the Scope of Work contained within this AGREEMENT, must be authorized and approved by the Board of Trustees for the Village of Homer Glen, prior to LAKOTA's performance of any requested additional services and expenses. All approved additional services -will be conducted on an hourly basis and billed according to LAKOTA'S billing rates, listed below. If requested, a fee estimate will be provided for a task or assignment based on a defined work scope. Such changes, which are mutually agreed upon by and between the CLIENT and LAKOTA, shall be incorporated in written amendments to this AGREEMENT.

**LAKOTA Billing Rates (2024):**

President	\$360
Principal	\$315
Associate Principal	\$275
Vice President	\$240
Senior Associate	\$210
Project Planner/Designer/Manager	\$200
Associate (Planner/Urban Designer/Landscape Arch.)	\$145-\$160
Research/Operations Staff	\$105

**Reimbursable Expenses**

Reimbursable expenses will be billed as incurred with a not-to-exceed amount, which is included in the overall budget as listed above:

- *Travel for field work/site visits (mileage/tolls/parking/cabs/airfare/out-of-region meals & lodging)*
- *Delivery (postage/messenger/express)*
- *Copying/Reproduction*
- *Computer Plots*
- *Special Supplies*
- *Miscellaneous (municipal documents, special reports, data)*

**Invoicing**

LAKOTA shall submit monthly invoices to the CLIENT providing an accurate and itemized accounting of the hours incurred on the project. Each invoice shall be subject to the audit and approval of the CLIENT. Invoices will be accompanied by receipts for all reimbursable expenses and shall be itemized and detailed as to the type/date of the services/tasks performed. Invoices past due 30 days will bear interest at 1.5% per month.

**PART SIX: ADDITIONAL CONDITIONS**

**Compliance with Laws**

LAKOTA shall give notices and comply with laws, ordinances, rules, regulations and orders of all public authorities applicable to these services and shall comply with all federal, state and local tax laws and social security, unemployment compensation and workers compensation acts applicable to the performance of these services.

**Equal Opportunity**

Each party represents that it is an equal opportunity employer and will operate to comply with all applicable federal, state and local laws relating to equal employment opportunities, and if required, with the rules or regulations enforced by the Office of Federal Contract Compliance or any similar federal or state agency monitoring employment practices or government contracts.

**Entire Agreement**

This AGREEMENT and the attached Proposal, Exhibit A, contains the full understanding of the parties with respect to the subject matter hereof, and it supersedes all prior proposals, agreements, memoranda, statements and representations, written or oral, between the parties. This AGREEMENT may not be modified or amended except by a written instrument signed by the parties hereto.

**Conflict of Interest**

LAKOTA certifies the no employee or officer of any agency with an interest in the AGREEMENT has any pecuniary interest in the business of LAKOTA or this AGREEMENT, nor does any employee or officer have an interest that would conflict in any manner or degree with LAKOTA'S performance of this AGREEMENT.

**Ownership**

All data collected, drawings generated and documents prepared for the project by LAKOTA shall be deemed work for hire, and upon payment of all fees and expenses, shall be the property of the CLIENT.

**Insurance and Indemnification**

To the fullest extent permitted by law, LAKOTA agrees to indemnify, defend and hold harmless the CLIENT, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, (hereinafter referred to collectively as "Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any wrongful or negligent act or omission of LAKOTA or anyone directly or indirectly employed by LAKOTA or anyone for whose acts it may be liable. . Nothing herein shall be construed as to require LAKOTA to indemnify the Indemnitees from any and all claims, damages, losses or expenses caused by the Indemnitees' sole negligence. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. LAKOTA shall similarly agree to defend, protect, indemnify and hold and save harmless the CLIENT, its officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions, and expenses, including but not limited to legal fees incurred by reason of LAKOTA'S breach of any of its obligations under, or default of, any provision of any contract entered with the CLIENT for such services.

1. Insurance Requirements
  - a. Commercial General and Umbrella Liability Insurance (CGL):
    - 1) \$1 million per occurrence
    - 2) \$2 million aggregate
  - b. Professional Liability Insurance
    - 1) \$1 million per occurrence
    - 2) \$1 million annual aggregate
  - c. Auto Liability
    - 1) \$1 million per occurrence Combined Single Limit or
    - 2) \$1 million bodily injury per occurrence
    - 3) \$500,000 property damage
  - d. Worker's Compensation Insurance

- 1) Worker's compensation and employers' liability insurance shall be provided as statutorily required items.

All Certificates of Insurance shall include the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, and volunteers as additional named insureds, on a primary non-contributory basis.

**Relationship of the Parties**

LAKOTA is and shall remain an Independent Contractor. Nothing contained in this AGREEMENT shall be construed to create an agency, employment relationship, or partnership between the parties. LAKOTA shall not, at any time, directly or indirectly, act as an agent, servant, or employee of the CLIENT, nor shall it make any commitments or incur any liabilities on behalf of the CLIENT without its express written consent. LAKOTA shall be responsible for: (a) the supervision, control, compensation, and health and safety of its own personnel; (b) the payment of all federal, state, and local taxes and all appropriate deductions or withholdings; (c) the payment or provision of any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; and, (d) obtaining any applicable business or other commercial licenses.

**Severability**

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein. The Parties to this AGREEMENT agree and acknowledge that the terms and provisions herein shall not be construed against either Party, as the drafter or primary drafter of this AGREEMENT.

**Governing Law and Venue**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. Any legal action or proceeding relating to this AGREEMENT shall be instituted in the Circuit Court of Will County, Illinois. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, said court in any such legal action or proceeding.

**Termination**

Either party shall have the right to terminate the AGREEMENT at any time, with or without cause, by written notice delivered to the other party at least fifteen (15) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents and drawings and their reproducible origins prepared by LAKOTA under the AGREEMENT shall become the property of the CLIENT upon payment of all invoices properly submitted and due to LAKOTA under the terms of the AGREEMENT.

**Notices**

Written notice between the parties shall be deemed to have been duly served if delivered in person or by certified mail to the following addresses:

To the CLIENT:

Village of Homer Glen  
14240 W. 151st Street  
Homer Glen, IL 60491

To LAKOTA:

The LAKOTA Group  
1 E. Wacker Dr., Suite 2700  
Chicago, Illinois 60601

PART SEVEN: ACCEPTANCE

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, email, mail, or messenger.

The LAKOTA Group appreciates the opportunity to provide the Village of Homer Glen Professional Planning and Design Services.

The LAKOTA Group

  
\_\_\_\_\_  
Scott Freres PLA, ASLA  
President

04/05/24  
\_\_\_\_\_  
Date

Village of Homer Glen

  
\_\_\_\_\_  
Signature

Cristina Neitzke-Frake (Mayor)  
\_\_\_\_\_  
Printed Name/Title

4-16-24  
\_\_\_\_\_  
Date

Exhibit A includes Proposal dated March 8, 2024