

DRAFT FOR WPD REVIEW PROFESSIONAL SERVICE AGREEMENT

Wilmette Park District
Gillson Park Comprehensive Design Services

This agreement (Agreement) between The Lakota Group, Inc., an Illinois corporation doing business as **The Lakota Group (Lakota), 116 West Illinois Street, Floor 7, Chicago, Illinois 60654** and **The Wilmette Park District (Client)**, is entered into on July 6, 2020, and includes seven parts: Project Description, Project Team, Scope of Services, Schedule, Compensation and Payment, Additional Conditions, and Acceptance.

PART ONE: PROJECT DESCRIPTION

The Wilmette Park District seeks to develop a Master Plan for their Gillson Park facility. At the conclusion of this planning process, a set of conceptual plans, budgets, strategies, and implementation actions for identified projects for the improvement of Gillson Park will be prepared and presented in a report format.

PART TWO: PROJECT TEAM

Lakota shall staff this project using the personnel and subconsultant team members shown in the attached Proposal dated May 1, 2020 (Exhibit A).

PART THREE: SCOPE OF SERVICES

Lakota shall perform the services described within the work scope identified within the Proposal dated, May 1, 2020 (Exhibit A).

PART FOUR: SCHEDULE

A general Project Timeline (Exhibit B) is attached to this agreement, with a targeted anticipated end date of March 2021. As the project advances, the Schedule may be modified or updated from time to time based on the ability to schedule meetings, presentations, and staff and board review.

PART FIVE: COMPENSATION AND PAYMENT

Fee Amount

Client agrees to compensate The Lakota Group for the Scope of Services described in the Proposal:

Professional Fees	\$62,596
Expense Estimate	\$1,878
Total Professional Fees	\$64,474

Authorized Additional Services

Any additional services and expenses requested of Lakota or their subconsultants beyond the Scope of Services identified in this document 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.

Lakota Billing Rates (2020):

President	\$310
Principal	\$275
Associate Principal	\$270
Vice President	\$210
Senior Associate	\$195
Project Manager	\$170
Planner/Urban Designer/Landscape Architect	\$135
Research/Operations Staff	\$90

Reimbursable Expenses

Reimbursable expenses will be billed as incurred with a not-to-exceed amount of \$1,878, including:

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

Invoicing

Lakota shall submit regular monthly invoices to the Wilmette Park District c/o Steve Wilson, Executive Director, and 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 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.

Confidentiality

No party hereto shall disclose any information of any nature regarding this Agreement, except that either party may make such disclosures as are specifically required by law.

Conflict of Interest

Lakota certifies that 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 the Consultant's performance of this Agreement.

Insurance

Lakota and its subcontractors will provide the Client with evidence of insurance, including liability, umbrella and automobile as reasonably required. The Client will be named as an additional insured as appropriate to Client requirements.

Severability

For any reason, the Agreement may be cancelled, in whole or in part, by Lakota or upon the Client's written notice. The Client will pay Lakota's costs actually incurred as of the date of receipt of notice of default. Upon termination, Lakota will deliver all documents and products of whatever kind, and their reproducible origins related to the assignment, which have been produced to the date of the notice of termination.

Termination

Either party may terminate this Agreement on 15 days prior written notice. Lakota shall be compensated for all services performed to date of notice.

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:

Wilmette Park District
1200 Wilmette Avenue
Wilmette, Illinois 60091
c/o Steve Wilson, Executive Director

To Lakota:

The Lakota Group
116 W. Illinois Street, 7th Floor
Chicago, Illinois 60654
c/o Scott Freres, President

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 Wilmette Park District with Professional Landscape Architectural Design and Planning Services.

The Lakota Group

Wilmette Park District

Scott Freres, PLA, ASLA
President

Signature

Date

Printed Name

Date

Attachments include Exhibit A: Proposal dated May 1, 2020 and Exhibit B: Project Timeline (which supersedes the timeline in the Proposal)