# Submitted By Bill McKenna, Village Engineer

**Reviewed By** Click here to enter text.

## Agenda Item Title

A Resolution Approving an Amendment to the Professional Services Agreement with The Lakota Group, Inc., for Phase 2 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project for an additional \$28,903 and Authorizing its Execution

## Overview

A change order for the landscape architecture design contract with The Lakota Group for the Lake Street Improvement Projects is necessary due to additional work associated with the change in construction years from 2019 to 2020 for this project and changes in the project's design. Additional work included providing a separate project plans for bidding for traffic signal improvements at Lake and Forest, preparing plans and adjusting design for a specialty feature at 1000 Lake Street, changes in the projects design to include a passenger drop off area west of Maple Avenue on Lake Street, and various changes as a result in change of bidding dates. The cost to provide this additional engineering is \$28,903 and adjusts the contract amount from \$131,370 to \$160,273.

## Recommendation

Approve the Resolution

## **Fiscal Impact**

There are available funds for this change order in the FY2019 Budget in the Capital Improvement Fund, Public Works – Engineering, Project Engineering account no. 3095-43780-101-570706 from unspent funds for the Cap the Ike Study which will not be spent this year.

## Background

As reviewed at the Village Board regular meetings on May 20, 2019, June 17, 2019, and July 8, 2019, a change order to the contract with The Lakota Group for the landscape design of the Lake Street Improvement projects is required due to additional work related to delaying construction of the projects from 2019 to 2020. Changing the construction year for the Lake Street projects required designing separate advanced construction projects for traffic signal improvements at the Lake and Forest intersection; a separate contract for the specialty feature at the same intersection; redesign portions of the project to avoid easements which could not be acquired; redesigning areas of Lake Street near Austin to include additional spaces for outdoor dining and accommodating additional on-street parking due to new businesses; resubmitting project plans and specifications to IDOT meeting new requirements for the change in construction year; and redesigning Lake Street.

The cost to provide this additional engineering is \$28,903 and adjusts the contract amount from \$131,370 to \$160,273.

The streetscape project is current scheduled for bidding by the State in January of 2020. Construction would start with the water and sewer project in the late winter/early spring of

2020 with streetscape construction starting in late March/early April and finishing by Thanksgiving. The street resurfacing project from Euclid to Austin would occur primarily in the summer of 2020 to minimize impacts to OPRF High School and nearby D97 elementary schools.

# Alternatives

The alternative to this recommendation could be to delay action to gain additional information.

# **Previous Board Action**

At the March 5, 2018 regular meeting the Village Board Approved a Second Amendment to the Professional Services Agreement with Thomas Engineering Group LLC for the Design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects to include Design Modifications to existing Sidewalk Vaults for an additional \$80,648.

At the March 5, 2018 regular meeting the Village Board Approved an Agreement with Tetra Tech, Inc., for an Environmental Preliminary Site Investigation for the Lake Street Improvement Projects in an amount not to exceed \$36,511.

At the February 26, 2018 regular meeting the Village Board Approved the Lake Street Improvement Project's Scope, Including the Projects' Limits, Decorative Materials, and Specialty Features with a budgeted amount of \$15 million.

At the October 16, 2017 regular meeting the Village Board approved a Professional Services Agreement with The Lakota Group, Inc., for Phase 2 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project in an Amount not to exceed \$131,370.

At the January 17, 2017 regular meeting the Village Board Approved an Amendment to the Professional Services Agreement with The Lakota Group, Inc., for Phase 1 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project for an additional \$24,780

At the January 17, 2017 regular meeting the Village Board Approved an Amendment to the Professional Services Agreement with Thomas Engineering Group, LLC., for Professional Engineering Services for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects for an additional \$117,560.

On October 4, 2016, the Village Board authorized an agreement with The Lakota Group, Inc., for Phase 1 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project in an amount not to exceed \$99,000.

On August 1, 2016, the Village Board authorized an agreement with Thomas Engineering Group, LLC., for Professional Engineering Services for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects in an amount not to exceed \$1,080,000.

At the July 18, 2016 regular meeting the Village Board approved a Resolution Authorizing the Submission of a 2016 Federal Surface Transportation Program Grant Application for the Lake Street Streetscape and Resurfacing Project.

At the June 6, 2016 regular meeting the Village Board approved a Resolution Authorizing the Submission of a 2016 Illinois Transportation Enhancement Program (ITEP) Grant Application for the Lake Street Streetscape Project.

At the June 6, 2016 regular meeting the Village Board approved a Resolution Requesting the Illinois Department of Transportation Repurpose Federal Funds Earmarked for the I-290 Cap the Ike Projects, IL456 and IL478, to the proposed Lake Street Resurfacing and Streetscape Project according to the Consolidate Appropriations Act, 2016.

On February 8, 2016 the Village Board was given a presentation related to Construction, Parking and Mobility Services along the Lake Street Corridor from Harlem to Austin and directed staff to Request Proposals for the Preliminary and Design Engineering of the Lake Street Streetscape and Resurfacing Project.

On November 2, 2015 the Village Board was given a presentation on the Lake Street Streetscape Enhancement project which included a recommended project scope and material selections based on Board comments.

On May 11, 2015 the Village Board was given a presentation on the Lake Street Streetscape Enhancement project.

On August 20, 2014 the Disability Access Commission met at their regular open public meeting to review the proposed streetscape project and provided comments.

On January 7, 2013 Lakota Group and staff presented the recommendations of the Streetscape Committee for the Lake Street Streetscape project to the Village Board which included four options for scope and materials. The results of the surveys and walking tours were also presented.

On June 4, 2012 the Village Board the Village Board directed staff to form the Downtown District Streetscape Committee who would help in the development of various streetscape scenarios for Board consideration.

On March 15, 2012 the Village Board authorized an agreement with Lakota Group for design services related to the Lake Street Corridor from Harlem Ave to Euclid Ave.

**Citizen Advisory Commission Action** N/A.

**Anticipated Future Actions/Commitments** None at this time.

**Intergovernmental Cooperation Opportunities** None at this time.

# AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE LAKOTA GROUP, INC. FOR PHASE 2 PROFESSIONAL LANDSCAPE ARCHITECTURE AND PLANNING SERVICES FOR THE LAKE STREET STREETSCAPE PROJECT TO INCLUDE ADDITIONAL SERVICES ASSOCIATED WITH DEFERRING THE CONSTRUCTION OF THE PROJECT TO 2020, TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$131,370 TO \$160,273

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("AMENDMENT") dated October 17, 2017, between the Village of Oak Park, an Illinois home rule municipal corporation, and Lakota Group, Inc., an Illinois corporation, is entered into this \_\_\_\_\_day of September, 2019 (collectively referred to as the "Parties").

## WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement dated October 17, 2017 ("Agreement"); and

**WHEREAS,** the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect additional services to include additional services associated with deferring the construction of the project to 2020; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$28,903 to the Contract Price for a total amount of \$160,273.

**NOW, THEREFORE,** in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **<u>RECITALS INCORPORATED</u>**. The above recitals are incorporated herein as though fully set forth.

2. <u>AMENDMENT TO AGREEMENT</u>. Section 2 and Section 3 of the Agreement are amended by adding the underlined language and deleting the overstricken language as follows:

Section 2: <u>Service of the Consultant</u>

2.2. The Project consists of professional landscape design and planning services, as more completely described in the Consultant's "Proposal for Professional Landscape Architecture, Design, and Planning Services for the Lake Street Streetscape Project" dated May 26, 2017 and the Consultant's "Lakota Additional Services Agreement" dated June 26, 2019 collectively attached hereto ("Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing Professional Landscape Design and Planning for the Lake Street Streetscape Project as described in the Scope of Services section of the Project. The Village

shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

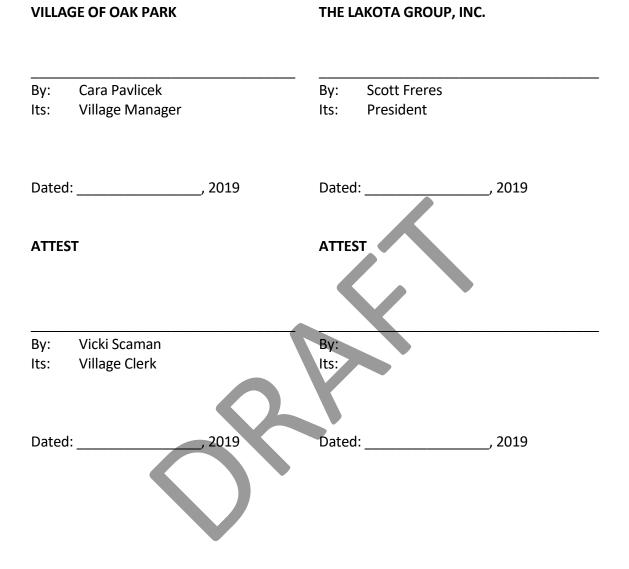
# Section 3: <u>Compensation for Services</u>

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed  $\frac{131,370}{160,273}$  ("Contract Price"). The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., except as set forth herein.

3. <u>OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT</u>. All other terms and conditions of the Agreement shall remain in full force and effect.

4. <u>EFFECTIVE DATE</u>. This Amendment to the Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS] **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates set forth below.



# 3

# LAKOTA ADDITIONAL SERVICES AGREEMENT

PROJECT NAME:	Lake Street Streetscape
CLIENT:	Village of Oak Park
DATE:	June 26, 2019

The Lakota Group is requesting a change order to our contract dated October 23, 2017 to include the following revisions to the Lake Street Streetscape Construction Document phases.

# **Additional Project Tasks**

- Albion frontage drawings/specialty feature CD package
- Review of Albion and District House submittals
- Holiday Inn design and drawing revisions
- Drawing revisions due to letting change

This proposal does not include:

- Electrical or structural engineering/details (by others)
- Civil, traffic, utility, soils, or environmental studies/engineering (by engineers)
- Property or legal surveys (by surveyor)
- Professional 3D marketing renderings/illustrations beyond those described above (additional services, if requested)
- Site grading/drainage plans and related details (by engineers)

# ADDITIONAL PROFESSIONAL SERVICES:

The following lump sum is an amendment to the original agreement for professional services.

# Original Contract Amount: \$131,370.00

# Additional The Lakota Group Professional Fees: \$28,902.50 Amended Contract Amount: \$160,272.50

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

Scott Freres, Principal The Lakota Group 116 W Illinois St, Flr 7 Chicago, Illinois 60654 312.467.5445 / 312.467.5484 (fax) **Printed Name** 

Title

Signature

Date



### PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** is entered into this <u>17</u> day of October, 2017, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and The Lakota Group, Inc., an Illinois corporation (hereinafter referred to as the "Consultant").

## RECITALS

WHEREAS, the Village intends to have professional landscape architecture and planning services performed by the Consultant to provide landscape design services for the Lake Street Streetscape Project pursuant to the Village's Request for Proposals for Professional Services dated May 12, 2017, attached hereto and incorporated herein by reference (hereinafter referred to as the "Project").

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

### 1. <u>RECITAL INCORPORATED</u>.

The above recital is incorporated herein as though fully set forth.

### 2. SERVICES OF THE CONSULTANT.

2.1. The Project consists of professional landscape design and planning services for the Lake Street Streetscape Project, as more completely described in the Consultant's "Proposal for Professional Landscape Architecture, Design, and Planning Services for the Lake Street Streetscape Project" dated May 26, 2017, attached hereto and incorporated herein by reference ("Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing Professional Landscape Design and Planning for the Lake Street Streetscape Project as described in the Project Scope section of the Services. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this



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Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement or the Village's Request for Proposals, this Agreement and/or the Village's Request for Proposals shall control to the extent of such conflict.

2.4. <u>Village Authorized Representative</u>. The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. <u>Consultant's Authorized Representative</u>. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Scott Freres as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6 The Consultant shall be an independent contractor to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

### 3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$131,370.00 ("Contract Price"). The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

## 4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its services pursuant to Section 2.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially 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. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar days written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

## 5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village, its officers and employees to the extent arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village, its officers, officials, agents, employees, or volunteers. The Consultant's duty to defend shall not apply with respect to any Claims that arise from the performance of professional services.

### 6. INSURANCE.

The Consultant shall, at the Consultant's expense, secure and maintain in effect 6.1. throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) **Commercial General Liability:** 
  - i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.

ii.	Limits:	
	General Aggregate	\$ 2,000,000.00
	Each Occurrence	\$ 1,000,000.00
	Personal Injury	\$ 1,000,000.00

iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

### (B) **Professional Liability:**

Per Claim/Aggregate

i.

## \$2,000,000.00

ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

## (C) Workers' Compensation:

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation

insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

## (D) Comprehensive Automobile Liability:

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits: Combined Single Limit \$1,000,000.00
- (E) Umbrella:
  - i. Limits: Each Occurrence/Aggregate \$2,000,000.00
- (F) The Village, its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

## 7. <u>SUCCESSORS AND ASSIGNS</u>.

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any

officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

## 8. FORCE MAJEURE.

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

## 9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

## 10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in

accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

### 11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to given notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all

disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

11.4. The Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Consultant agrees to defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of the FOIA, or the Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Consultant agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Consultant shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Consultant's request to utilize a lawful exemption to the Village.

### 12. <u>SAVINGS CLAUSE</u>.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

### 13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

### 14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

## 15. <u>NO COLLUSION</u>.

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq*. The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

## 16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

### 17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

### 18. <u>NOTICE</u>.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile or electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:	If to the Consultant:
Village Engineer	Scott Freres
Village of Oak Park	The Lakota Group, Inc.
201 South Boulevard	116 West Illinois Street, Floor 7
Oak Park, Illinois 60302	Chicago, Illinois 60654
Fax: (708) 358-5711	Fax: (312) 467-5445
Email: bmckenna@oak-park.us	Email: <u>sfreres@thelakotagroup.com</u>

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by facsimile or electronic transmission shall be effective as of date and time of facsimile or electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

### 19. **BINDING AUTHORITY**.

19.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

### 20. HEADINGS AND TITLES.

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

### 21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2 A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

### 22. <u>EFFECTIVE DATE</u>.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

### 23. AUTHORIZATIONS.

23.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

### 24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer and the requirements of 44 III. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

## [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK** 

By: Cara Pavlicek Its: Village Manager

Date: 10ct 17\_\_\_, 2017

ATTEST:

haman Vicki Scaman By:

Its: Village Clerk

Date: \_\_\_\_\_\_, 2017

THE LAKOTA GROUP, INC.

Scott Freres Βýλ

Its: President Date: 2017

**ATTEST:** 

By: Nick Petrouic

By: Nick Pethoute Its: Controller

Date: 10/24, 2017

REVIEWED AND APPROVED AS TO FORM

OCT 17 2017 achede ) ackin



# LAKOGRO-01

TROBINSON

DATE	(MM/DD/YYYY)
10	/26/2017

<u> </u>				UKAN		10	/26/2017
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AI	IVELY SURAN	OR NEGATIVELY AMEND, NCE DOES NOT CONSTITU E CERTIFICATE HOLDER.	EXTEND OR ALT TE A CONTRACT	ER THE CO BETWEEN	IVERAGE AFFORDED THE ISSUING INSURER	BY TH (S), AL	E POLICIES JTHORIZED
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PRODUCER	5 1110 4		CONTACT NAME:				
Associated Agencies, Inc 1701 Golf Road #3-700			PHONE (A/C, No, Ext): (847) 4	27-8400		(847)	427-3430
Rolling Meadows, IL 60008			E-MAIL ADDRESS: assocage	encies@as	sociated.cc		
							NAIC#
			INSURER A : The Tra				25682 25615
			INSURER B : Charter				27120
The Lakota Group, Inc. 116 W. Illinois Street 7th Fig	or		INSURER D : Admira				24856
Chicago, IL 60654			INSURER E :				
			INSURER F :				
COVERAGES CER	TIFIC	ATE NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	equir Perti Polic	REMENT, TERM OR CONDITIO AIN, THE INSURANCE AFFOR IES. LIMITS SHOWN MAY HAVE	N OF ANY CONTRAI DED BY THE POLICI BEEN REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPI	ECT TO	WHICH THIS
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CLAIMS-MADE X OCCUR	X	680-9H737119-17-47	05/01/2017	05/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	10,000
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AND EMPLOYERS' LIABILITY		83WECVP8565	05/01/2017	05/01/2018	E.L. EACH ACCIDENT	s	1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A				E.L. DISEASE - EA EMPLOYE	<u>                                      </u>	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	1	1,000,000
D Professional Liab.		EO00002394705	10/20/2017	10/20/2018	Agg/Each OCC		2,000,000
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		·····	CANCELLATION				
Village of Oak Park 123 Madison St. Oak Park, IL 60302			SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	N DATE TH	DESCRIBED POLICIES BE ( HEREOF, NOTICE WILL CY PROVISIONS.	BE D	LLED BEFORE ELIVERED IN
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ACORD 25 (2016/03)					ORD CORPORATION.	All rig	ghts reserved.

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### RESOLUTION

# A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAKOTA GROUP, INC., FOR THE PHASE 2 LANDSCAPE DESIGN AND PLANNING SERVICES FOR THE LAKE STREET STREETSCAPE PROJECT IN AN AMOUNT NOT TO EXCEED \$131,370 AND AUTHORIZING ITS EXECUTION

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Professional Services Agreement ("Agreement") with The Lakota Group, Inc., for the Phase 2 Landscape Design and Planning Services for the Lake Street Streetscape Project is approved in an amount not to exceed \$131,370, and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 16<sup>th</sup> day of October, 2017 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb				
Trustee Andrews				
Trustee Boutet				
Trustee Button				
Trustee Moroney				
Trustee Taglia				
Trustee Tucker				

APPROVED this 16<sup>th</sup> day of October, 2017.

Anan Abu-Taleb, Village President

ATTEST

Vicki Scaman, Village Clerk



Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

Home	Legislation	Calendar	Officials	Archives		🛙 🖸 🕻 Share 🖾 RSS 🖻 Alerts
Details	Reports		i a Ma			
File #:		RES 17-603			Name:	
Type:		Resolution			Status:	Passed
					In control:	President and Board of Trustees
On agenda:		10/16/2017			Final action:	10/16/2017
Title:		2 Landscape De	sign and Plan	ning Services	s for the Lake Street S	The Lakota Group, Inc., for Phase Streetscape and Infrastructure d Authorizing its Execution
Attachments	:	LakeSt Phase2	LandscapDesig akeSt Lakota	gn Agreemer Proposal.pdi		nase2LandscapeDesign.pdf, 5.
History (1)	Text					

### Submitted By

Bill McKenna, Village Engineer

Reviewed By

CLP

### Agenda Item Title

A Resolution Approving a Professional Services Agreement with The Lakota Group, Inc., for Phase 2 Landscape Design and Planning Services for the Lake Street Streetscape and Infrastructure Improvement Project in an Amount not to Exceed \$131,370 and Authorizing its Execution

### **Overview**

The Engineering Division requested proposals to complete the Phase 2 landscape architecture and design of the Lake Street Streetscape and Infrastructure Improvement project. The work involves preparing the final plans for the lighting, irrigation, hardscape materials, trees and landscaping portions of the Lake Street improvements for recommendation to the Village Board at a future date prior to finalization.

## **Staff Recommendation**

Approve the Resolution.

### Fiscal Impact

The FY 2017 budget includes \$241,000 for the phase 2 landscape design of the Lake Street Improvement projects in the Capital Improvement Fund, Public Works - Engineering, Project Engineering, account no. 3095-43780-101-570706.

### Background

In October 2016, the Village Board approved an agreement with The Lakota Group for the preliminary landscape design and planning (phase 1) for the Lake Street Improvements. The preliminary design work involved working with the staff and stakeholders to develop the conceptual design of the specially features and gateway elements on Lake Street and then refining the preliminary design and layout of the various streetscaping items. Lakota worked with the Village's civil engineering firm on this project Thomas Engineering Group (TEG) to develop the preliminary design and cost estimate of the proposed streetscaping project to present to the Village Board for consideration.

In May of 2017 the Village requested proposals for the phase 2 portion of the landscape design for the Lake Street project. The Village received five proposals and interviewed two firms. The proposal from The Lakota Group best fit the needs of the Village since they have been involved in the conceptual design and planning of the Lake Street streetscape project since 2012 which gives them the best understanding of the proposed project and stakeholder's needs while also at a competitive cost.

The phase 2 landscape design work involves finalizing the design and layout of all of the hardscape elements and landscaping, preparing final plans, details, and specifications for all of these items, and working with the Village Board and Village staff to finalize material selections and develop construction cost estimates. Staff recommends proceeding at this time as portions of the design work are required by the District Housing Development by Randquist at the northwest corner of Lake and Euclid and by the Albrion residential Development at the northwest corner of Lake and Forest.

### Alternatives

Additional information may be requested at the direction of the Board.

### **Previous Board Action**

At the January 17, 2017 regular meeting the Village Board Approved an Amendment to the Professional Services Agreement with The Lakota Group, Inc., for Phase 1 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project for an additional \$24,780

At the January 17, 2017 regular meeting the Village Board Approved an Amendment to the Professional Services Agreement with Thomas Engineering Group, LLC., for Professional Engineering Services for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects for an additional \$95,592

On October 4, 2016, the Village Board authorized an agreement with The Lakota Group, Inc., for Phase 1 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project in an amount not to exceed \$99,000.

On August 1, 2016, the Village Board authorized an agreement with Thomas Engineering Group, LLC., for Professional Engineering Services for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects in an amount not to exceed \$1,080,000.

At the July 18, 2016 regular meeting the Village Board approved a Resolution Authorizing the Submission of a 2016 Federal Surface Transportation Program Grant Application for the Lake Street Streetscape and Resurfacing Project.

At the June 6, 2016 regular meeting the Village Board approved a Resolution Authorizing the Submission of a 2016 Illinois Transportation Enhancement Program (ITEP) Grant Application for the Lake Street Streetscape Project.

At the June 6, 2016 regular meeting the Village Board approved a Resolution Requesting the Illinois Department of Transportation Repurpose Federal Funds Earmarked for the I-290 Cap the Ike Projects, IL456 and IL478, to the proposed Lake Street Resurfacing and Streetscape Project according to the Consolidate Appropriations Act, 2016.

On February 8, 2016 the Village Board was given a presentation related to Construction, Parking and Mobility Services along the Lake Street Corridor from Harlem to Austin and directed staff to Request Proposals for the Preliminary and Design Engineering of the Lake Street Streetscape and Resurfacing Project.

On November 2, 2015 the Village Board was given a presentation on the Lake Street Streetscape Enhancement project which included a recommended project scope and material selections based on Board comments.

On May 11, 2015 the Village Board was given a presentation on the Lake Street Streetscape Enhancement project.

On August 20, 2014 the Disability Access Commission met at their regular open public meeting to review the proposed streetscape project and provided comments.

On January 7, 2013 Lakota Group and staff presented the recommendations of the Streetscape Committee for the Lake Street Streetscape project to the Village Board which included four options for scope and materials. The results of the surveys and walking tours were also presented.

On June 4, 2012 the Village Board the Village Board directed staff to form the Downtown District Streetscape Committee who would help in the development of various streetscape scenarios for Board consideration.

On March 15, 2012 the Village Board authorized an agreement with Lakota Group for design services related to the Lake Street Corridor from Harlem Ave to Euclid Ave.

**Citizen Advisory Commission Action** 

N/A.

## **Anticipated Future Actions/Commitments**

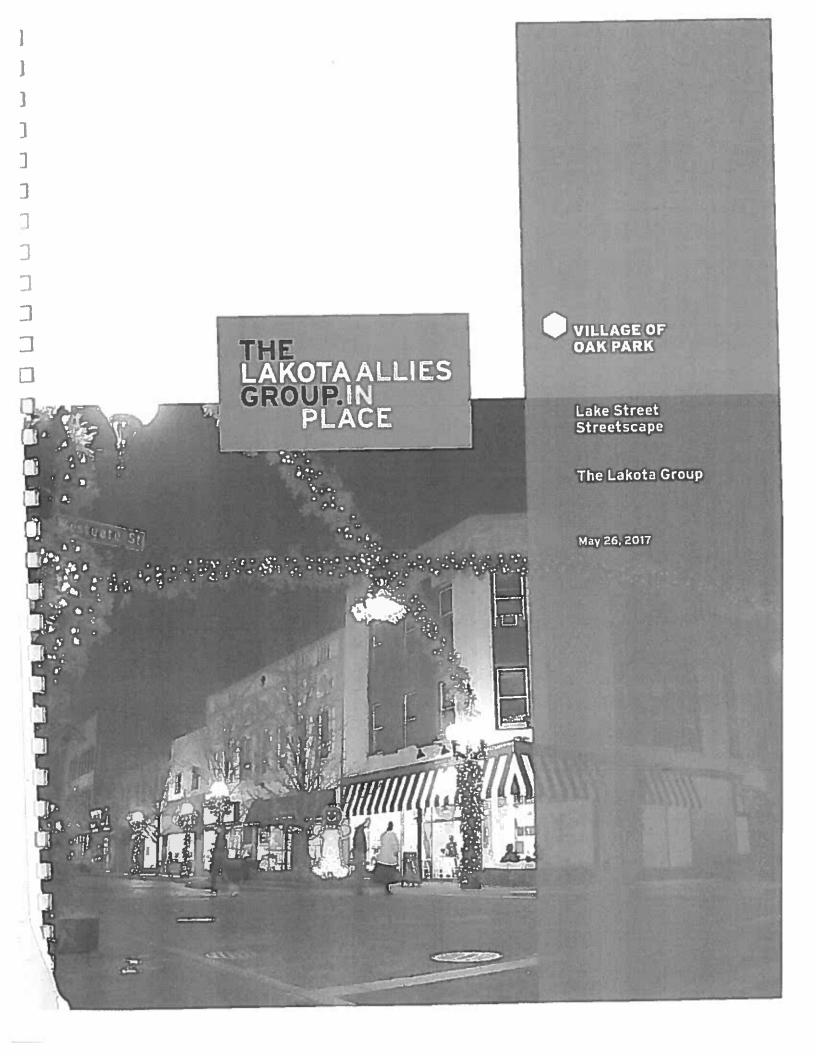
Future agreements with the State will be presented for construction of the Lake Street Improvement projects along with agreements for construction management.

**Intergovernmental Cooperation Opportunities** None at this time.

## Performance Management (MAP) Alignment

This work is in alignment with the Governance Priority for the Department of Public Works for Infrastructure/Capital Programs.

				F			5/25/2017
		1			Proposed Total	-	
COMPANY NAME	MBE	WBE	DBE	NON	Hours	Proposed Cost	Notes :
Lakota Group					613	\$131,370.00	interviewed
Hitchcock Design Group					1,765	\$215,732.17	
Planning Resources Inc					786	\$83,142.00	
Site Design Group, Ltd					802	\$82,118.36	
Kimley Horn					961	\$161,567.00	interviewed
Altamanu							Note #3
Note # 1 = Declare was returned with out a fowarding address	It a fowp	rding a	ddress				
Note # 2 = Company could not complete the package in time.	the pack	age in	time.				
Note # 3 = Company was not interested in the project.	in the pr	oject.					
Note # 4 = Company was disqualified due to incomplete bid package	e to inco	mplete	bid pac	kage			
Note #5 = Company had prior commitments and could not meet time schedule.	ents and	could n	ot mee	t time so	hedule.		
Note #6= Sub-contractor not bidding as Prime Contractor	Prime Co	ntracto	-				
							7/10/2017 15:39



### LAKE STREET STREETSCAPE PROJECT

THE LAKOTA GROUP 116 W. Illinois Street | Floor 7 | Chicago, Illinois 60654 Project Manager: Kevin Clark E: kclark@thelakotagroup.com P: (312) 467-5445 x 206

# THE LAKOTA GROUP.

May 25, 2017

Bill McKenna Village Engineer Village of Oak Park Engineering Division of the Public Works Department 201 South Blvd Oak Park, IL 60302 116 West Illinois Street Floor 7 Chicago, Illinois 60654 p 312.467.5445 f 312.467.5484

thelakotagroup.com

Re: Request for Proposals for Professional Landscape Architecture, Design, and Planning Services for the Lake Street Streetscape Project

Dear Bill:

On behalf of The Lakota Group team, I am pleased to present our professional services proposal for assisting the Village of Oak Park with the landscape architecture, design, and planning services for the Lake Street Streetscape project.

Over the past 15 years, Lakota has worked with the Village of Oak Park to re-envision and rebuild its downtown commercial core, including the nationally-recognized Marion Street and Pleasant District streetscape projects. As you know, the key Principal and senior designers for those projects have also been intimately involved in the conceptual design and design development of Lake Street. This team will continue to be the primary contacts and designers for the detailed construction document phase.

Within the Chicago region, Lakota has unparalleled experience designing and implementing high-quality, contextual streetscapes that have contributed to strong and vibrant downtowns, including award-winning projects in Oak Park, Plainfield, and Park Ridge. Our team has the knowledge of the details, costs, and materials that have been selected and approved for Lake Street project and have been instrumental in achieving an approved design direction through our steering committee, Downtown Oak Park, and Hemingway District stakeholders. We have worked with Thomas Engineering during Phase 1 over the past year, including coordinating the geometry, specialty features, materials, utilities, and public engagement and are in the best position to seamlessly move into the construction document phase. Finally, we understand the Village approval process and have a proven history of successfully implementing projects in Oak Park.

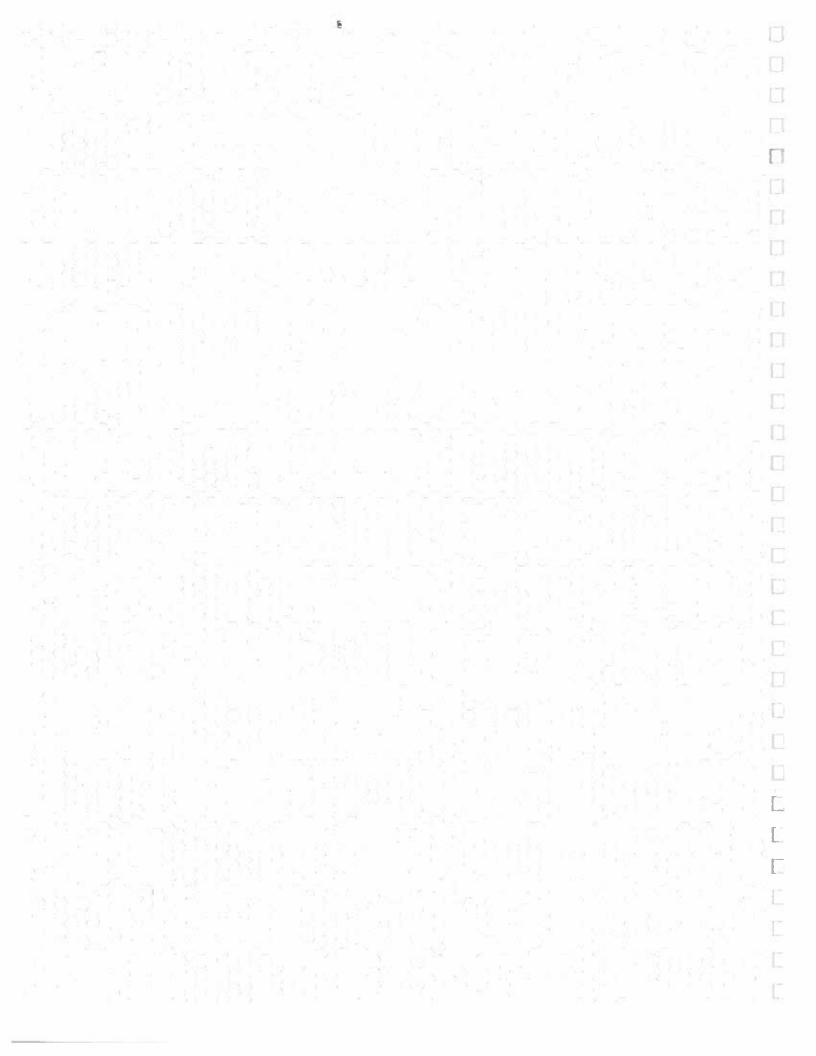
We are excited about the opportunity to continue working with you, Village planning staff, and the Thomas Engineering team. Please feel free to contact me with any questions you may have. You can contact me directly at <u>sfreres@thelakotagroup.com</u> or at (312) 467-5445 x202.

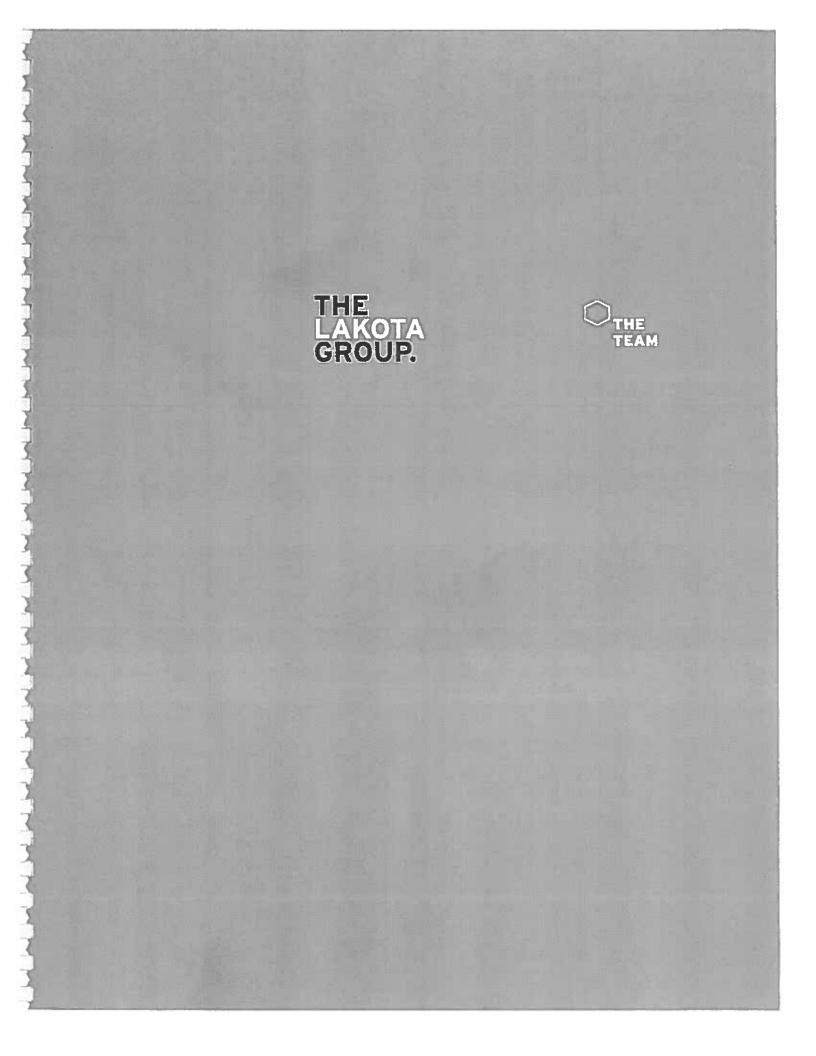
Sincerely,

Thurs

Scott Freres, PLA ASLA President, The Lakota Group

Piulian vą urbanūra ge Liaoriškabė Alicii teolurė Hostaris Prese intįsto Communito Chorgelicen







# Heart & Soul

The Lakota Group is a team of talented planners, designers, and strategic thinkers powered by a passion to offer creative solutions.

Our defining attribute is fostered through a team-based approach to project management centered on positive dialogue. Led by our drive to institute change in a sustainable way, Lakota associates abide by a process that combines critical thinking and community engagement. The result? A practice that seeks to produce the most effective solutions, carefully balancing the real with the ideal.

Our quest is simple: we want to improve communities.

By engaging local residents through workshops, discussions, and surveys, we strive to pinpoint the opportunities for improvement. We want clients to help us place ourselves in their frame of context: what would we want if we were the ones living in their town? Working in their building? Raising a family in their neighborhood? We want to listen, and we want to talk, and then we want to listen some more. Lakota acknowledges the issues, while also recognizing the strengths, shedding light on the qualities that make a community unique, and brainstorming the ways upon which they can be built. Since the firm's conception in 1993, Lakota (an Illinois Corporation) has completed award-winning master plans in more than 500 towns and cities across the country, gaining recognition for its work in placemaking, planning, and historic preservation.

Through its mold-breaking and place-making mentality, Lakota relishes the coalescence between land and community, ultimately demonstrating a practice that perfectly reflects its name: "Allies," the English translation of the Native American word, Lakota.

The personnel named in the proposal will be available for the duration of the project at the indicated level of involvement, except where prevented by circumstances beyond the control of the consultant. We are urban designers, landscape architects, urban and preservation planners who understand **TEAM**. We work with allied experts to achieve the best desired results for the communitites with whom we work. We leave our egos at home and understand success for these projects are measured in many ways.

What unique qualities does Lakota bring to this process? We bring individuals and senior staff that have been working with Village staff and leaders for OVER 15 YEARS to create, support, and maintain a successful Downtown Oak Park. This is more than an exercise in document preparation...this is an exercise in maintaining and balancing benchmarks for the success of the community. It requires a careful balance of **SCIENCE AND ART**. It requires a knowledge of community spirit and character, and it requires a sense of fiscal and economic stewardship. The Lakota team uniquely understands our role must provide this value-added approach to our services.

# WE ARE...

**Creative.** We are problem solvers that understand the value of good public space design.

**Common Sense.** We know how to meet the needs and outcomes of this process to benefit the community.

**Engaged.** We understand the history, context, and community spirit of Oak Park and the on-going process of successful placemaking.

**Responsible.** We understand the budget expectations and community Return On Investment.

**Committed.** Our senior team and leaders have been actively involved in Oak Park's Downtown growth and success for the last 15 years.

Efficient and Effective. We have the current momentum, know the timelines, and have been working with the engineering team for the past year.

**Communicators.** We know how to educate, defend, and promote the values of this project in a calm, fair, and equitable manner.

**Cost Effective.** We can seamlessly and efficiently deliver the detailed construction documents given our involvement in the preliminary design work and understanding of the project design, details, and cost goals.

The Lakota team has the skills and expertise necessary to assist the Village of Oak Park with a successful design and planning process. While other staff members will be used as necessary, the following key staff will be involved in the process.

### **The Lakota Group**



### SCOTT FRERES PLA ASLA President - sfreres@thelakotagroup.com

Scott is the principal and co-founder of The Lakota Group, and has nearly 30 years of experience in design and planning projects. As an industry leader in sustainable urban design, Scott has spoken at numerous conferences for various planning, recreation and conservation organizations. Scott's ability to take a fresh, simple and inclusive approach to problem solving has established The Lakota Group's reputation as a creative leader in the industry. Scott has a Bachelor's in Landscape Architecture from the University of Wisconsin-Madison.

Scott will be the Principal-in-charge for this process and will provide oversight and quality control.



### KEVIN CLARK PLA AICP Director of Design - kclark@thelakotagroup.com

Kevin brings 16 years of experience in urban planning and landscape architecture to The Lakota Group, where he oversees the firm's work in urban design projects. He manages the firm's planning process from concept generation through implementation steps. Kevin's work includes downtown, transit-oriented and neighborhood revitalization plans, physical and economic development strategies, and innovative design of open spaces and public places. Kevin is recognized for his focus on community engagement, placemaking, and sustainable, contextual design. He has successfully orchestrated dynamic, interactive public processes that have resulted in the implementation of master plans.

Kevin will be the team lead, day-to-day contact, and lead planner/designer for this project.



### ELLEN SCHMIDT PLA LEED-AP Senior Associate

Ellen is a landscape architect whose projects have included medical campuses, retail centers, schools, parks, residential developments, streetscapes, religious facilities, retirement communities, and resorts. She is particularly skilled at guiding projects from inception through construction, ensuring that the built project is true to the original design intent. She oversaw the design and construction of Hubbard Woods Park, a \$2 million project that revitalized a key public space in the heart of Winnetka, Illinois. She has also managed a variety of streetscape projects, introducing plantings, lighting, public art, and streetscape furniture to create destinations for downtowns and commercial corridors throughout the U.S.

Ellen will contribute to design and oversight of construction documents.



### JONATHAN SMITH PLA ASLA Senior Associate

Jonathan brings 12 years of experience in urban design and landscape architecture to The Lakota Group, where he assists in the management of the firm's landscape architecture projects. His awardwinning portfolio spans the commercial and municipal sectors including K-12 schools, urban plazas, parks, transportation enhancements, sport venues and amenities, mixed-use developments, and retail environments. He has extensive experience working on a variety of scales, from managing complex multi-use projects to designing green roofs and amenity decks.

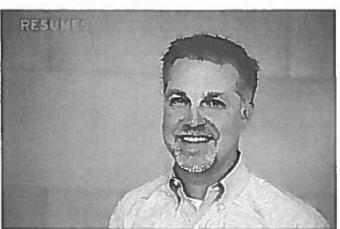
Jonathan will contribute to design and oversight of construction documents.



### JESSICA PILON ASLA Associate

Jessica is a landscape designer with significant experience in a range of projects that support health and wellness, including parks and open space, playgrounds, therapy gardens, and senior living centers. Her work spans all aspects of the project cycle, from concept design, through design development and construction documents, to overseeing the implementation. Jessica works closely with clients to ensure that their vision is carried throughout the process and fully realized in the built product.

Jessica will be involved in production of construction documents.



# THE LAKOTA GROUP.

# Scott Freres, pla, asla

### President | 1993-Present

Scott is the President and co-founder of The Lakota Group, and has over 30 years of experience in designing and shaping communities and open spaces around the country. As an industry leader in sustainable design, Scott has worked with cities, towns, developers, institutions, and non-profit agencies, using his skills placemaking and urban design to create beautiful and engaging places. Scott's ability to take a fresh, simple, and inclusive approach to problem solving has established The Lakota Group's reputation as a creative leader in the industry.

### SIGNATURE PROJECTS

### Marion Street Streetscape - Oak Park, IL

Lakota developed award-winning plans to open Marion Street to two-way traffic in order to revitalize the deteriorated pedestrian mall in the center of Historic Downtown Oak Park. The project which uses sustainable design techniques and a rich variety of materials, has been integral to creating an active and vibrant commercial district, and has spurred additional streetscape enhancements within the downtown.

### Role: Principal-in-charge, lead designer

Level of involvement: Every aspect from Schematic Design through Construction Administration

### Pleasant District Streetscape - Oak Park, IL

Following the success of North Marion Street, the Village of Oak Park engaged The Lakota Group to develop streetscape designs, plans, and construction documents for South Marion. With a set of challenges unique to this section of the corridor, South Marion as a whole rebranded itself as the Pleasant District during the process, and the streetscape design was coordinated to reinforce the new moniker, including a custom gateway signage element.

### Role: Principal-in-charge, lead designer

Level of involvement: Every aspect from Schematic Design through Construction Administration

### Downtown Open Space and Streetscape - Homewood, IL

Lakota prepared designs and construction documents for two critical blocks of the downtown. The recently constructed project incorporates design for flexible streets that can be used for community events, and includes amenities such as overhead catenary lights and a fire feature.

#### Role: Principal-in-charge, lead designer

Level of involvement: Every aspect from Schematic Design through Construction Administration

### Park Ridge Uptown Streetscape - Park Ridge, IL

In collaboration with a development team, The Lakota Group prepared a master plan for a key multi-block area in this Uptown district. The plan focused on the pedestrian-oriented "Main Street" by framing street walls with first-floor retail and upper-story residential uses. As part of a second design phase, Lakota also created concepts for City Commons which comprises Uptown's central space.

### Role: Principal-in-charge, lead designer

Level of involvement: Every aspect from Schematic Design through Construction Administration

### Education

University of Wisconsin • Madison Bachelor of Science in Landscape Architecture (1986)

### **Organizations**

- American Society of Landscape Architects
- American Planning Association
- American Institute of Architects
  - Wisconsin Alumni Association -Alumni Park Design Committee
- Lambda Alpha International
- Urban Land Institute
- Illinois Park & Recreation
  Association
- Society for Environmental Graphic
  Design
- Village of Winnetka Plan Commission & Design Review Board - Former Member
- Skokie/Crow Island/Hubbard Woods Schools - Former Member
- Winnetka Parks Foundation Teaching Professional Architect -State of Illinois

### Accredidations

Professional Landscape Architect
 State of Illinois

### Experience

Years with Lakota: 23 Years of Practice: 29



# Kevin Clark, PLA, AICP

# Director of Design | 2005-Present

Kevin brings 16 years of experience in urban planning and landscape architecture to The Lakota Group, where he oversees the firm's urban design projects. His award-winning portfolio spans downtown, transit-oriented and neighborhood revitalization plans, physical and economic development strategies, and innovative design of open spaces and public places. He is passionate about dynamic and interactive public processes and works to integrate innovative technology throughout all of Lakota's projects.

# SIGNATURE PROJECTS

#### Lake Street Streetscape - Oak Park, IL

Lakota is currently working with the Village and Thomas Engineering to redesign Oak Park's primary main street. The redesign features high-quality materials to complement the Marion Street streetscape as well as a series of specialty elements, including a water feature, seating pockets, and lighting. The plan has evolved from the Schematic Design phase into Design Development and has included multiple touch points with the community to gain consensus.

Role: Lead Designer, Project Manager, Quality Control

Level of involvement: Conceptual Design and Design Development

#### Marion Street Streetscape - Oak Park, IL

Lakota developed award-winning plans to open Marion Street to two-way traffic in order to revitalize the deteriorated pedestrian mall in the center of Historic Downtown Oak Park. The project which uses sustainable design techniques and a rich variety of materials, has been integral to creating an active and vibrant commercial district, and has spurred additional streetscape enhancements within the downtown.

Role: Design, Construction Documentation, Construction Administration Level of involvement: Every aspect from Schematic Design through Construction Administration

#### Pleasant District Streetscape - Oak Park, IL

Following the success of North Marion Street, the Village of Oak Park engaged The Lakota Group to develop streetscape designs, plans, and construction documents for South Marion. With a set of challenges unique to this section of the corridor, South Marion as a whole rebranded itself as the Pleasant District during the process, and the streetscape design was coordinated to reinforce the new moniker, including a custom gateway signage element.

Role: Design, Construction Documentation, Construction Administration Level of involvement: Every aspect from Schematic Design through Construction Administration

# Lockport Street Streetscape Design - Plainfield, IL

Served as project manager for the \$7.5 million award-winning project that involved redesigning the street by using a "road diet" approach, which resulted in a safer, more vibrant and successful commercial district. A comprehensive wayfinding and signage family was developed, including gateways, directional signs, kiosks, and street signs.

#### **Role: Project Manager and Design**

Level of involvement: Every aspect from Schematic Design through Construction Administration

#### Education

University of Minois at Chicago Masters in Urban Planning & Policy (2006)

University of Kentucky Bachelor of Science In Landscape Architecture (2000)

# Organizations

- American Planning Association
- Congress for New Urbanism
- American Institute of Architects, Associate Member
- APA Mentorship Program
- Uptown Development Partners, appointed member
- Greentown Advisory Committee (2014)
- American Society of Landscape Architects Awards Jury (2014)
- UIC Professional Development
  Panel (2010)

# Accredidations/Awards

- Professional Landscape Architect
  State of Illinois
- American Institute of Certilied Planners
- Featured Alumni Profile, UIC
  MUPP Student Website
- Featured Alumni Profile, Univ. of Kentucky Program Website

# Experience

Years with Lakota: 12 Years of Practice: 17







# Ellen Schmidt, PLA, LEED-AP

# Senior Associate | 2013-Present

Ellen is a landscape architect whose projects have included medical campuses, retail centers, schools, parks, residential developments, streetscapes, religious facilities, retirement communities, and resorts. She is particularly skilled at guiding projects from inception through construction, ensuring that the built project is true to the original design intent.

# **SIGNATURE PROJECTS**

# Metropolitan Square - Des Plaines, IL

Lakota is currently developing designs to reinvigorate this key downtown public plaza in Des Plaines. The concepts explore realigning roadways to improve pedestrian safety along with a shared-street design to allow for flexibility and larger community events. Amenities included in the designs consist of improved lighting, shade structures, water features, and a performance space. The process has included significant public engagement, including focus groups and an online survey to understand community goals for this space. Role: Project Manager, designer

Level of involvement: Schematic Design, Design Development

# **Downtown Streetscape - Des Plaines, IL**

As part of downtown Des Plaines' on-going revitalization, Lakota developed a new streetscape aesthetic for the city. The revitalized streetscape serves to enhance existing retail and provide opportunity for outdoor dining and gathering. Ellen served as project manager and designer for the second and third phase of the downtown Des Plaines streetscape.

#### Role: Project Manager, designer

Level of involvement: Every aspect from Schematic Design through Construction Observation

# Downtown Open Space and Streetscape - Homewood, IL

Lakota led a study of Homewood's downtown engaging the local community to determine the feasibility of a new open space to serve the public. Based on that study's findings Lakota led a multi-disciplinary team through design and construction for two critical blocks of the downtown. The recently constructed project includes flexible streets that can be used for community events, entry monuments, overhead tivoli lights, and a fire feature.

#### Role: Project Manager, designer,

Level of involvement: Every aspect from Schematic Design through Construction Observation

# Berwyn Depot District Streetscape - Berwyn, IL

Lakota is currently working on plans enhance the Depot District in Berywn. The plans include transporation upgrades to enhance safety and promote multi-modal transporation, introduction of green technologies to improve stormwater management in the district, and incorporate the District's new branding efforts to support business and redevelopment goals.

#### Role: Project Manager, designer

Level of involvement: Schematic Design, Design Development

# Education

Iowa State University, Bachelor of Landscape Architecture (2004)

#### Accreditations/Awards

- Professional Landscape Architect
  State of Illinois
- LEED Accredited Professional

#### **Organizations**

 American Society of Landscape Architects - Celebration Committee Chair

#### Experience

Years with Lakota: 4 Years of Practice: 13





# Jonathan Smith, PLA, ASLA

#### Senior Associate | 2017-Present

Jonathan brings 12 years of experience in urban design and landscape architecture to The Lakota Group, where he assists in the management of the firm's landscape architecture projects. His award-winning portfolio spans the commercial and municipal sectors including K-12 schools, urban plazas, parks, transportation enhancements, sport venues and amenities, mixed-use developments, and retail environments. He has extensive experience working on a variety of scales, from managing complex mixed-use projects to designing urban plazas and gardens.

#### SIGNATURE PROJECTS

#### 159th Street Corridor Plan - Orland Park, IL \*

The 159th Street Corridor Plan was initiated by the Village of Orland Park and was funded by IDOT to establish coordinated transportation, urban design and economic development strategies to improve 159th Street between I-355 and I-294. Six municipalities along the Corridor cooperated in this planning effort, which addressed a range of relevant planning issues, including improvements to circulation and access, urban design concepts, common branding and wayfinding strategies, and coordination of marketing efforts. Role: Support Landscape Architect / Urban Designer

Level of involvement: Every aspect from existing conditions analysis to final corridor plan

#### Western Avenue / Boulevard Streetscape Master Plan, Chicago, IL \*

Retained by the City of Chicago Department of Transportation, the design team was tasked with developing a Streetscape Master Plan for the Western Avenue and Western Boulevard Corridor between the Western Orange Line Station and 32nd Street/ I-55 Stevenson. The study area is part of the City of Chicago's Historic Boulevard System. Role: Lead Landscape Architect / Project Manager

Level of involvement: Every aspect from existing conditions analysis to master planning

#### **Opportunity Corridor, Cleveland, OH \***

As part of ODOT's \$1.3 billion Cleveland Innerbelt Corridor Reconstruction program, the design team is responsible for developing context sensitive solutions for the \$300 million Opportunity Corridor project in Cleveland. The design team is responsible for the delivery of ODOT's Preliminary Development Process Steps 5-12 for preliminary and final design, which Includes environmental documentation through final design of this proposed three-mile, six-lane boulevard.

Role: Support Landscape Architect / Urban Designer

Level of involvement: Existing conditions analysis, Phase Lengineering, and environmental documentation

#### Lakefront Trail Flyover at Navy Pier, Chicago, IL \*

Identified as one of the City of Chicago's top capital improvement projects, the Lakefront Trail flyover bridge aims to relieve congestion near one of the City's most iconic tourist attractions; Navy Pier. The result is a proposed path that is 16-feet wide and approximately 1,700 feet long that bypasses congested intersections and provides for safer access for pedestrians along the existing Lakefront Trail alignment. Various green technologies, including bloswales, native landscaping, permeable pavement, and green catch basins, were implemented.

Role: Lead Landscape Architect

Level of involvement: Every aspect from Schematic Design to Construction Documents

#### Education

Ball State University, Bachelor of Landscape Architecture (2006)

#### **Organizations**

- Chicago Architecture Foundation
- Friends of the Chicago River -Planning Committee

#### Accreditations

 Registered Landscape Architect -State of Illinois, Indiana

#### Experience

#### Years with Lakota: 1 Years of Practice: 11

Completed while with previous employers





# Jessica Pilon, ASLA

# Associate | 2016-Present

Jessica is a landscape designer with significant experience in a range of projects that support health and wellness, including parks and open space, playgrounds, therapy gardens, and senior living centers. Her work spans all aspects of the project cycle, from concept design, through design development and construction documents, to overseeing the implementation. Jessica works closely with clients to ensure that their vision is carried throughout the process and fully realized in the built product.

# SIGNATURE PROJECTS

#### Lake Street Streetscape Improvements - Oak Park, IL

Building off the Lake Street Master Plan that was adopted in 2012, the Lake Street streetscape improvements will stretch from Harlem Avenue to Euclid Avenue along Lake Street in the Village of Oak Park. The streetscape amenities pull from the material palette utilized in the Marion Street and Pleasant District streetscape improvements.

#### Role: Production and design

Level of involvement: Schematic Design, Design Development

#### Forest Preserve District of Cook County Gateway Master Plan - Cook County, IL

The Lakota Group is currently leading a team of design professionals and engineers to provide vision for a gateway system for the Forest Preserve of Cook County, Ultimately, the team will implement plans that celebrate each site's unique sense of place, all with an eye towards increasing access to physical activities and the unique and wonderful resource that is the nations largest forest preserve district Lakota helped facilitate community and stakeholder focus groups as well as provide site inventory, analysis, and precedent study research focusing on wayfinding, improved site amenities, enhanced sense of place, and increased access to physical activity in nature.

#### Role: Production and design

Level of involvement: Schematic Design, Design Development

#### Big Marsh Bike Park - Chicago, IL\*

Hitchcock Design Group led a multi-disciplinary project team to design improvements for a multi-phase master plan of the 278-acre Big Marsh Bike Park in the Chicago Southeast side neighborhood of South Deering. She played a large role in facilitating the construction administration of the Phase I and II design improvements. Numerous eco-recreation opportunities were incorporated into the design of the master plan with a large focus on mountain biking. Additional bicycling activities being proposed for the site include; single track bike tralls, dirt jump trall, cycle-cross course, pump park, and gravity flow trails.

#### Role: Production and design

Level of involvement: Schematic Design, Design Development, Construction Documents

# Arroyo Trails Master Plan - Channahon, IL\*

The Arroyo Trails Master Plan is a mile-long, multi-use trail system nestled into a picturesque ravine, tributary to the DuPage River, owned by the Channahon Park District. Green infrastructure improvements such as native landscaping and slope stabilization were incorporated into the design.

### Role: Production and design Level of involvement: Schematic Design, Design Development

11 VILLAGE OF OAK PARK | LAKE STREET STREETSCAPE

# Education

Michigan State University Bachelor of Landscape Architecture (2013)

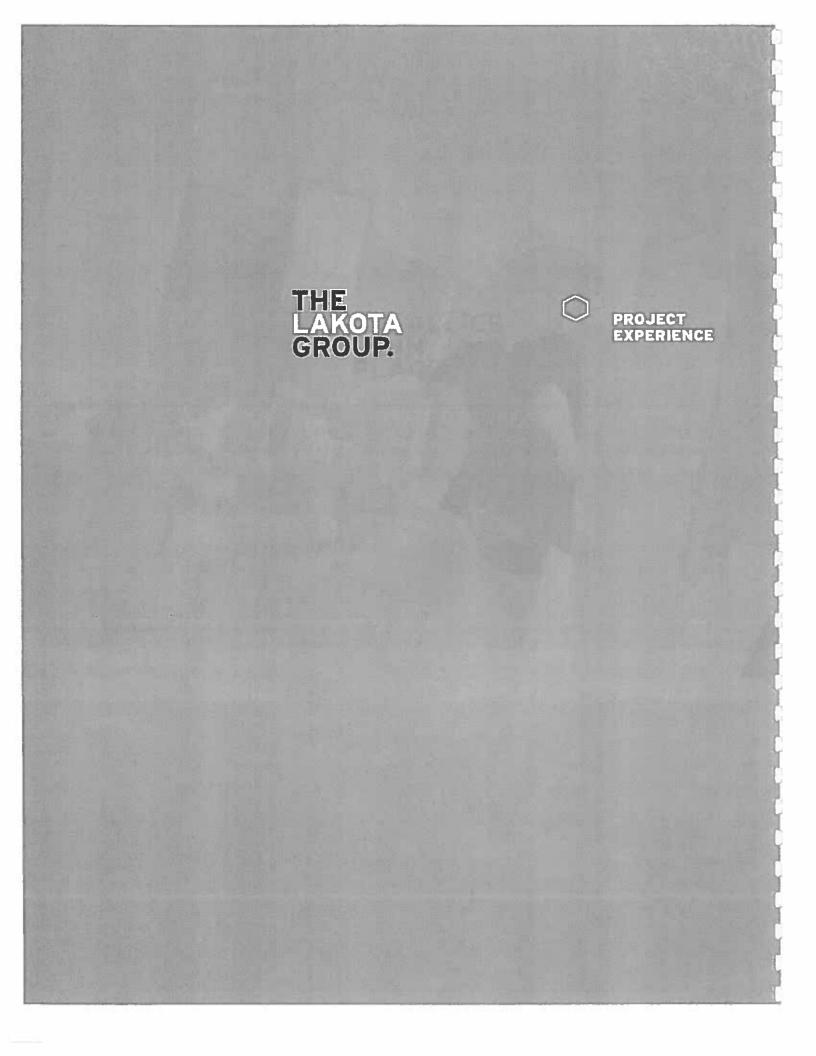
#### **Organizations**

- American Society of Landscape Architects
- Michigan Horticulture Therapy Association
- Certifled Playground Safety Inspector

#### Experience

Years with Lakota: 1 Years of Practice: 3

\*Completed while employed at Hitchcock Design Group



# **RELATED EXPERIENCE**



Urban Des gri Landscape Architecture



#### Marion Street Streetscape Design Oak Park, Illinois

Lakota developed plans to open Marion Street to two-way traffic in order to revitalize the deteriorated pedestrian mall in the center of Historic Downtown Oak Park. The overall plan links the mall to another new, pedestrian-friendly street that has several local businesses. The streetscape design focused on rejuvenating this well-known commercial center with a rich variety of materials and flexible outdoor gathering spaces. The design included natural stone, brick street/sidewalk paving, custom site furnishings, a central water feature, new plantings, and custom lighting. Sustainable design techniques, such as an under-sidewalk heat mat and a gray water storage system for irrigation, were used. The project has been integral to creating an active and vibrant commercial district, and has spurred additional streetscape enhancements and economic development within the downtown.

Lakota has received the following awards for the Marion Street project: Honor Award from the American Society of Landscape Architects Illinois Chapter; Gold Award for Implementation from the American Planning Association Illinois Chapter; Charter Award from the Congress of New Urbanism Illinois Chapter and Gold Award from the Brick Industry Association.

#### **Statistics**

Start Date: September 2006 Completed: November 2007 Contract Cost: \$210,000 Construction Cost: \$6M

#### Reference

Loretta Daly Business Services Manager Village of Oak Park

(708) 358-5640 dalyl@oak-park.us



Planning Urban Des gn Landscape Architecture



# Pleasant District Streetscape Design Oak Park, Illinois

Following the success of North Marion Street, the Village of Oak Park engaged The Lakota Group to develop streetscape designs, plans, and construction documents for South Marion. While the material palette was mostly defined by the previous process, there were unique challenges and goals associated with this new phase. Wider street widths prompted the use of additional overhead roadway lights. An increased focus on Complete Streets led to subtle modifications to cross-walks and alley crossings. The area as a whole rebranded itself as the Pleasant District during the process and the streetscape design was coordinated to reinforce the new monicker, including a custom gateway signage element. Lakota designed a light element over the off-set intersection of Marion and Pleasant Streets to help define a sense of place and to visually draw visitors down into the Pleasant District from Downtown Oak Park to the north. Custom design elements helped connect to an adjacent park and tie the street back to the neighborhood in an authentic way.

#### **Statistics**

Start Date: December 2010 Completed: November 2011

Contract Cost: \$125,000 Construction Cost: \$6M

#### Reference

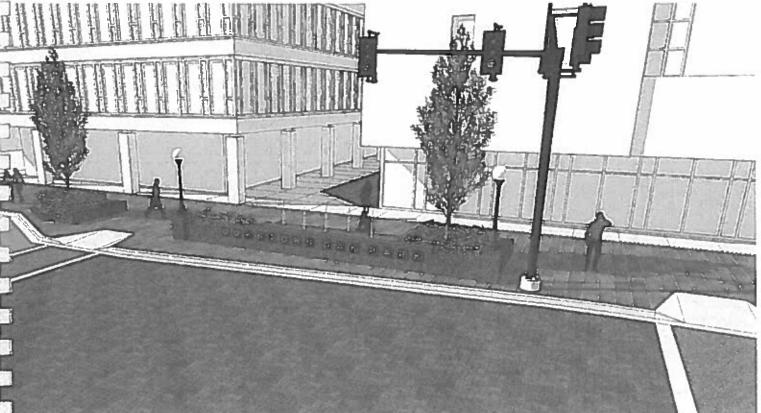
Loretta Daly, Business Services Manager Village of Oak Park 708-358-5640

Craig Failor, Village Planner Village of Oak Park 708-358-5418

David Pope, Former Village President 312-498-6001



Landscape Architecture



# Lake Street Streetscape Design Development Oak Park, IL

In 2012, The Lakota Group was engaged by the Village of Oak Park to redesign Lake Street, Oak Park's prime commercial corridor. Working with staff and a steering committee, Lakota created concept-level designs for various levels of streetscape treatments, including paving and landscaping, as well as a series of specialty elements, including gateways, lighting, kiosks, signs, and water features. Ultimately, a concept plan report was ultimately approved by the Village Board, providing a guide for materials and a budget for improvements.

After a delay, Lakota was brought back to restart the process and refine the streetscape design and specialty features. Currently, Lakota is working with Thomas Engineering and the Village to create a design development package as the next step toward implementation of the plan.

Statistics Start Date: 2012 Completed: On-going

Contract Cost: \$117,900 Construction Cost: N/A

Reference

Bill McKenna Village Engineer Village of Oak Park

(708) 358-5722 mckenna@oak-park.us



Urban Design Landscape Architecture



# Lockport Street Streetscape Design Plainfield, Illinois

Lakota led a design team charged with the revitalization of Lockport Street, Plainfield's main commercial corridor. The streetscape design focuses on rejuvenating this historic "Main Street" with a rich variety of materials and flexible outdoor gathering spaces. The design includes natural stone walls, brick paving, new site furniture and lighting, raised speed tables at intersections, new plantings, street trees, and custom signage and wayfinding elements.

Lockport Street Streetscape has won the following awards: President's Award for Urban Design-Constructed Project from the Illinois Chapter of the American Society of Landscape Architects (2012); Merit Award from the Chicago Building Congress in the Infrastructure Category (2011); and Public Works Project of the Year from the American Public Works Association (2010).

# **Statistics**

Start Date: September 2007 Completed: June 2009

Contract Cost: \$250,000 Construction Cost: \$7.5M

#### Reference

Jonathan Prouix Village Planner Village of Plainfield

(815) 609-6139 ]proulx@gop1ainfield.com 13



Landscape Architecture



# Downtown Des Plaines Streetscape Master Plan Des Plaines, IL

Lakota was part of a team, including Christopher B. Burke Engineering and SPACECO hired by the City of Des Plaines to develop a streetscape master plan for the downtown. The goal of the master plan was to create a unique and walkable environment that would support the existing mixed-use transit oriented downtown. The design, which is being implemented in phases, includes granite paver banding with clay paver inlays, expanded outdoor cafe areas, benches, bike racks, movable planters, additional planted beds and medians, street trees, and masonry seatwalls and gateway monuments to create a distinctive identity for the area. To date phases one and two have been successfully completed. The project team's implementation of the streetscape is ongoing with phase three currently under construction and phase four designs underway.

#### Statistics

Start Date: September 2007 Completed: June 2009

Contract Cost: \$190,000 **Construction Cost: S4M** 

#### Reference

Jon Duddles, P.E. Assistant Director of Public Works and Engineering **City of Des Plaines** 

(847) 391-6127 jduddles@desplaines.org

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Urban Design Landscape Architecture



# Uptown Master Plan & Streetscape Design Park Ridge, Illinois

Lakota participated as a member of a development team hired by the City of Park Ridge to prepare a master plan and urban design for a key multi-block area in its Uptown district. The plan focuses on the pedestrian-oriented "Main Street" character of the district by framing street walls with first-floor retail and upper-story residential uses. The streetscape design establishes the theme for future redevelopment efforts throughout Uptown. A design theme was developed to complement and reflect the Art Deco architecture of the Pickwick Theater, a historic focal building in the heart of the Uptown district. As part of a second design phase, Lakota also created redevelopment and streetscape design concepts for the City Commons, which comprises Uptown's central open space, library complex, and adjacent blocks.

# Statistics

Phase I Completed: 2007 Phase II Completed: 2008 Phase III Completed: 2014

Contract Cost: \$260,000 Construction Cost: \$3.2M

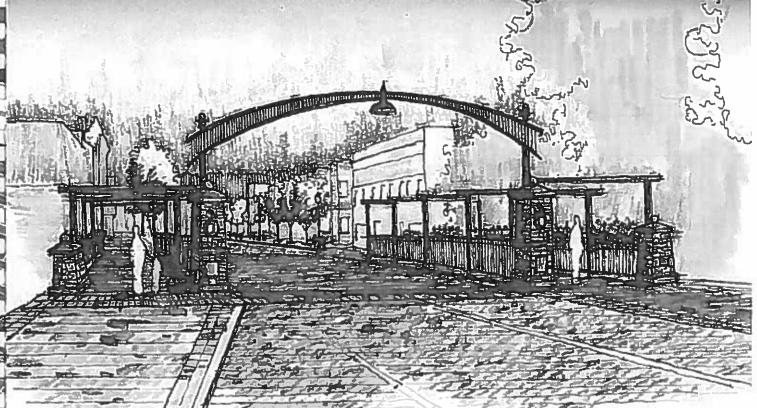
# Reference

Juliana Maller Village Manager, Hanover Park Former Deputy City Manager, Park Ridge

(630) 823-5600 jmaller@hpil.org



Urban Des gn Landscape Architecture



# Algonguin Streetscape Master Plan Algonguin, Illinois

The Lakota Group worked with Christopher Burke Engineering to develop a Downtown Streetscape Master Plan for Algonquin. A hierarchy of street typologies was created and linked to the level of treatment, materials, and costs. In addition to developing monumental gateways, signs, and hardscape and landscape palettes, Lakota also designed a curbless "festival street" adjacent to the Village's primary riverfront park. This street is envisioned as a pedestrian and bike-friendly plaza with spaces for tents, special lighting, gateways, and paving.

The Village is currently completing a Phase Lengineering study for Main Street and will be moving into Phase II in late 2017.

#### **Statistics**

Start Date: July 2015 Completed: February 2016

Contract Cost: \$40,000 Construction Cost: N/A

#### Reference

Bob Mitchard Public Works Director

(847) 658-7913 bobmitchard@algonquin.org





# **Project Approach**

Following final approval of the Overall Lake Street Streetscape Plan and its related features in the Design Development Phase, the team will begin development on a set of working drawings necessary for bidding and implementing the project. The Lakota team will assume its role as the urban design and landscape design lead focusing on specialty items/features, hardscape area designs and treatments, landscape, lighting character, and wayfinding signage coordination and documentation into the plan. This will include a Tree Preservation Plan, layout and dimensioning of site features and hardscape, irrigation, site elements/furniture selection, location and specifications, hardscape details, and landscape plans.

# TASK 1: Recap Meeting with Staff/Project Team (Meetings #1-2)

Meet with Village Staff/Project Team to discuss next step direction, anticipated timeframe, and project milestones for Construction Documents phase. Coordinate with team civil engineer and other necessary consultants based on final design direction and budget.

#### TASK 2: Develop Final Overall Site Plan

Refine Final Site Plan design based on approved direction from Design Development set. Clarify budget limitations and opportunities for specific site features/value engineering.

# TASK 3: Develop Final Site Plan - Enlarged Area Plans

One overall final site/streetscape plan and several enlarged area plans are envisioned as part of the Construction Documents set of drawings. These enlarged areas will be

developed to further detail and specify the design intent for such key target areas as:

- Key intersections
- Street cross-sections
- Enlarged Planter Areas
- Galeway areas
- Specialty features

# TASK 4: Develop Final Overall Landscape Plans

Prepare an overall Final Landscape Plan for the entire site at an appropriate scale that details all required plant materials (species, size, and quantities) to be provided as part of the approved plan. This plan may be broken down into one or more drawings for clarification.

# TASK 5: Develop Final Landscape Plans -Enlarged Area Plans

The team will prepare detailed landscape plans for several key target areas at an enlarged scale. These enlarged plans will provide more detail of specific landscape areas with multiple landscape layers such as color pockets, specialty gardens or planters, and movable planters.

# TASK 6: Develop Site Layout & Dimensioning Plans

Working with the team civil engineer, one or more detailed geometric layout plans will be developed illustrating and identifying specific layout and dimensions of site features such as: hardscape areas, specialty gateways, or key site feature locations. Geometrics of the roadway alignment will be part of the engineer's scope and is not included in this proposal.

# TASK 7: Develop Site Phasing or Demolition Plan (Coordination Only - To be done by Team Civil Engineer)

As directed by staff and overall plan direction and budget, coordinate with the team civit engineer to develop one or more drawings, which illustrate the existing conditions and required removals, relocations, and site preparation (pre-construction activities) that will be required to further implement the project.

# Task 8: Coordinate Final Site Engineering Plans (Coordinate w/Team Engineer)

Coordinate overall grading and drainage, cross-sections, utilities, and underdrainage with the team civil engineer. Actual engineering drawings are not part of this proposed scope.

# TASK 9: Site Irrigation Plan and Details (Coordinate w/Team Engineer + Irrigation Consultant)

As directed by staff, site irrigation plans and details will be prepared and executed as required per the design development budget direction. We will coordinate with and irrigation consultant and the team engineer regarding utilities, water sources, etc.

# TASK 10: Coordinate Site Lighting Elements/Locations

Lakota will coordinate site lighting elements, electrical needs, and light locations with the team electrical engineer. Lakota will lay out landscape lighting locations. All lighting and electrical engineering is considered part of team engineer's scope and is not included in this work scope.

# TASK 11: Structural Review /Design and Detailing

Coordinate specialty features, such as gateway elements or lighting elements with a structural engineer consultant. We have included a structural review fee allowance as part of this scope which may change depending upon final direction of design, character, and quantity of elements.

# TASK 12: Site Details Package

As required by the project design, develop all the required site details and design drawings necessary to fabricate and implement the accepted, and approved design scope direction for the landscape portion of the streetscape study area.

# **TASK 13: Appropriate Site Specifications**

As required by the project design direction, and standards set forth by the Village, we will prepare all the required design specifications for hardscape, landscape, and specialty items necessary to bid and implement the accepted and approved design.



# TASK 14: Final Cost Estimates/Value Engineering

We will develop detailed final site construction cost estimates and quantities for the overall approved site/ streetscape plan direction based upon cost assumptions established with the Village during the SD/DD Budget preparation. Our team will work closely with staff to refine the final design budgets and "value engineer" components of the plan, as deemed necessary by staff to adhere to the approved Village budget.

# TASK 15: Preparation of 75-95% Complete Plan Sets

As customary to a detailed design process, our team will develop partially completed detailed design set to be reviewed internally with staff, engineering team, and outside vendors for budget conformance. The team and staff will establish mutually acceptable and realistically achievable milestone dates for these sets. We assume that the lead engineering consultant will be responsible for packaging and submitting plans to IDOT or other agencies as part of the overall document set.

# TASK 16: On-going Staff and team Internal Review Meetings (Meetings #10-15)

We have allocated at least 6 team/staff coordination review meetings to address the above tasks and detailed design issues outlined in this proposal (estimated at one per month). In addition, we have included regular internal team meetings and calls in this scope.

# TASK 17: Municipal/State Review/Permit Requirements (N.I.C)

As identified by our project engineer, there may be one or more permits required for this project. This work will be undertaken by the engineer and is not included in this scope.

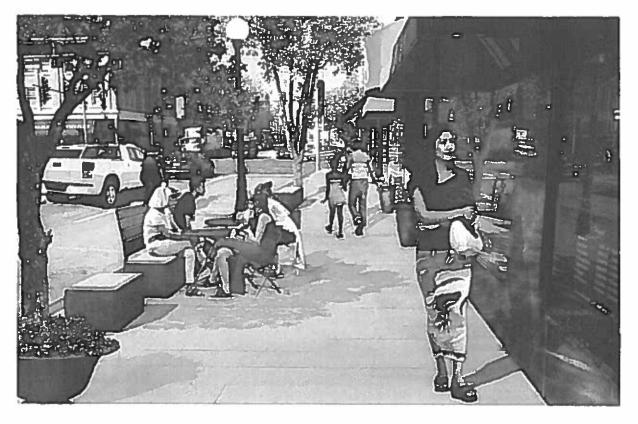
# TASK 18: Final Plan Set Refinements/Bid Set Preparation

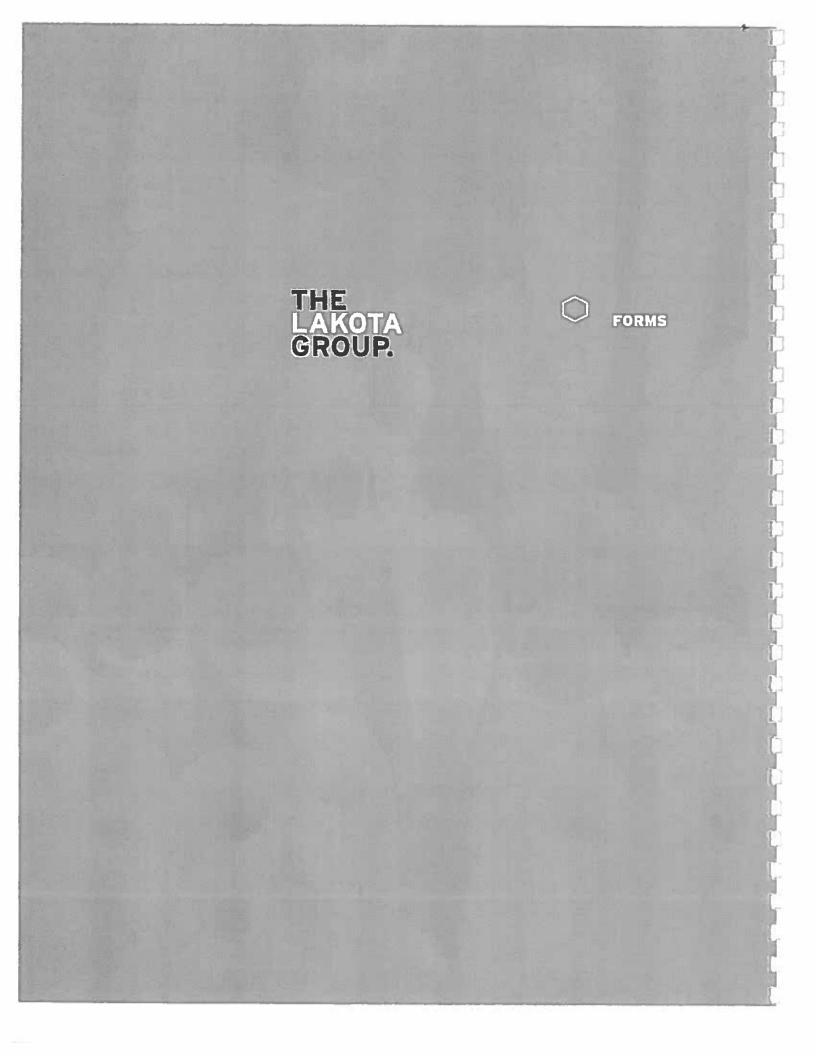
Following staff, or other detailed review of all documents and costs associated with the project, and pending any required municipal /permit requirements, we will refine the final drawings set for bid package use and distribution.

Any substantial changes to the design direction or project study limits, not previously discussed with the team will be considered outside of this design work scope and will be considered an additional service. The team will provide the Village with written and verbal acknowledgment of such scope change and prepare an additional service work order/ fee estimate for the required services to be performed. Additional work scope services will be provided at the team's attached hourly rate schedule, as appropriate and mutually agreed to by the Village and team.

# TASK 19: General Administration and Project Management

Includes weekly team coordination calls with Thomas Engineering, email correspondence, meeting preparation, meeting summaries, phone calls, and organization related to the project.







# **RESPONDENT CERTIFICATION**

being first duly sworn on oath deposes and says that the Respondent on the above proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated 5/23/2017
THE LAKOTA GROUP
Organization Name
(Seal - If Corporation)
By
Authorized Signature
110 W. ILCINDISST. TH FL, CHICAGO, IL 60654
Address
(312) 467-5445
Telephone Add open
Subscribed and sworn to before me this day of, 2017.
In the state of Notary Public
My Commission Expires DEL 17 2020 ANDREA J FRERES
(Fill Out Applicable Paragraph Below) Notary Public - State of Hinois
My Commission Expires Dec 17, 2020
(a) Corporation

The Respondent is a corporation, which operates under the legal name of THE LAKOTA GROUP and is organized and existing under the laws of the State of ILLIN OLS

The full names of its Officers are:

President <u>SLOTT FRERES</u> Secretary

#### Treasurer \_\_\_\_\_

The corporation does have a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

# (b) Partnership

Name, signature, and addresses of all Partner

The partnership does business under the legal name of

\_\_\_\_\_\_ which name is registered with the office of \_\_\_\_\_\_\_ in the county of \_\_\_\_\_\_\_ in the state of \_\_\_\_\_\_.

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is \_\_\_\_\_\_. If the Respondent is operating under a trade name said trade name is \_\_\_\_\_\_\_ which name is registered with the office of \_\_\_\_\_\_\_ in the county of \_\_\_\_\_\_ in the state of \_\_\_\_\_\_\_.

Signed \_\_\_\_\_

Sole Proprietor



Attachment I.

# **RESPONDENT CERTIFICATION**

# THE LAKOTA 6 ROUP , as part of its bid on a contract for (name of Respondent)

Professional Landscape Architecture, Design, and Planning Services for the Lake Street Streetscape Project to the Village of Oak Park, hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: (Authorized Agent of Respondent) Subscribed and swgrn to before me this 22 day <u>HM</u> , 2017. of\_ (Notary Public **ANDREA J FRERES** Official Seal Notary Public State of Illinois My Commission Expires Dec 17, 2020

- 17 -

Oak Park	<u>_Attachment II</u> .	TAX COMPLIANCE AFFIDAVIT	
SCOTT FRE and says:	RES	, being first duly sworn, d	eposes
that he/she is	ESIDENT (partner, officer, owner	r, etc.)	of
THE LAKOTA	GROUP	<u> </u>	

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

	THE LANGOTH GROUP
	By:
	lts:
1	(name of bidder, if the bidger is an individual)
	(name of partner if the bidder is a partnership)
(	(name of officer if the bidder is a corporation)

The above statement must be subscribed and swom to before a notary public.

Subscribed and sworn to before me this	2323 day of MM . 2017.
Ch Tros	
Notary Public's Signature	- Notary Public Seal -
V	
ANDREA J FRERE Official Seat Notary Public - State of My Commission Expires De	Nulary Public Late of Minors
	-18-

#### Minority Business and Women Business Enterprises Requirements

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subConsultants in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

#### **Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.

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A941-0	E
Oak Park Attachment III. ORGANIZATION OF BIDDING FIRM	D
Please fill out the applicable section:	
A. Corporation:	
The Consultant is a corporation, legally named <u>THE LAKOTA GROUP</u> and is organized and existing in good standing under the laws of the State of <u>LUNDIS</u> . The full names of its Officers are:	
President_SCOTT FRERES	L. mark
Secretary	
Treasurer	
Registered Agent Name and Address: THE LAKOTA GROUP, IL W. ILLINOU ST. 7 PEL. CHICAGO, IL WOUSY	
The corporation has a corporate seal. (In the event that this Bid is executed by a person	
other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)	
B. Sole Proprietor:	
The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the	
Assumed Name is, which is registered with the	L
Cook County Clerk. The Consultant is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.	
C. Partnership:	
The Consultant is a Partnership which operates under the name	12
The following are the names, addresses and signatures of all partners:	12
	E
Signature Signature	
(Attach additional sheets if necessary.) If so, check here	<b>1</b>
	F
If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with	144 173
the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.	L
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Attachment IV.

# Compliance Affidavit

I, <u>SLOTT FRERES</u> being first duly sworn on oath depose and state as follows: (Print Name)

- 1. I am the (title) <u>PRESIDENT</u> of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
- The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
- 3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
- I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
- Neither the Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
- The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
- 7. Neither the Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, volds the agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
- 8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
- I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

<sup>&</sup>lt;sup>1</sup> Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%, (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

Signature:	Printed Name SLOTT FRERES
Name of Business: THE LAKOTA GROUP Business Address: THE W.ILLINOIS ST., 7TH F	Your Title: PRESIDENT
(Number, Street, Suite #) Telephone: 312-461-5445 Fax: N/A	(City, State & Zip) Web Address: <u>www.thelanota</u> group, com
Subscribed to and Sworn before me thisd Notary Public ANDREA J FRERES Official Seal Notary Public - State of Hänois My Commission Expires Dec 17, 2020	lay of, 2017.

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### M/W/DBE STATUS AND EEO REPORT

- 1. Consultant Name: N/A
- 2. Check here if your firm is:
  - Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
  - Women's Business Enterprise (WBE) (A firm that is at least 51% owned,

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

- managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

Number of full-time employees

- Number of part-time employees
- 4. Similar information will be <u>requested of all subConsultants working on this</u> <u>agreement</u>. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please fill out this form completely. Failure to respond invihibity to any questions on this form, or failure to cooperate fully with furth result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, of 358-5473 An ETCL Report may be submitted in few of this proport. Consultant Name THE LAKOTA GROUP Total Employees hob Categories Total Total			
Consultani Name THE LAKOTA GROVP	Females		
Total Employees Alaies	Females	in the second second	
Atales	Females	in the second second	
intr Categories Total Total			-
			Teta Minori
Employees Males Females Black Hispanic American Aslands Black Hispanic Argana Black Hispanic Algana Black Hispa	American Indian & Alaskan Nailve	Asian & Pacific Islander	
Officials & Managers		1	
Protessionals (7 10 7		1	
Tecnnicians		+	
Sales Workers		1	1
Office & Derical		1	
Sem/Skriled		1	1
Liborers			
Service Workers		1	<u>†                                    </u>
10TAL 19 10 1		+	
Atariagement Trainees		<u>+</u>	
Accomptices		+	

