

Village of Oak Park  
Department of Public Works  
Administration Division  
**MEMORANDUM**

November 14, 2022

TO: Kevin Jackson, Village Manager

FROM: Rob Sproule, Public Works Director

RE: Oak Park Police Department Space Needs Assessment – Addition Conceptual Solutions

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In early 2022, Staff provided the Village Manager and Village Board an update on the current state of the proposed Police Station improvement project. Part of the update provided an overview of the Space Needs Assessment completed by FGM Architects in 2019. This report presented four conceptual concepts to meet the Police Department's space needs. Following those conversations with the Village Board, Staff was directed to reengage FGM to evaluate additional possible conceptual concepts.

FGM Architects provided a proposal to further evaluate the options for Police Services. The total proposed cost for the proposal is \$25,-00. The Fiscal Year 2022 Capital Improvement Plan includes \$322,600.00 in in account number 3012-43790-101-540673 for design of construction of a replacement police station.

Staff recommend entering into an agreement with FGM Architects for \$25,000.00 for Additional Conceptual Solutions for the Oak Park Police Department. This work would be billed at Time and Material at rates outlined in the proposal.

Please feel free to contact me with any questions or concerns.



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "Agreement") is entered into this 15<sup>th</sup> day of November, 2022, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and FGM Architects Inc., a Delaware corporation authorized to conduct business in the State of Illinois (hereinafter referred to as the "Consultant").

### **RECITAL**

**WHEREAS**, the Village intends to have professional architectural services performed by the Consultant for Additional Conceptual Solutions for the Oak Park Police Department (hereinafter referred to as the "Project"), pursuant to the Consultant's Proposal dated November 9, 2022 (hereinafter referred to as the "Consultant's Proposal"), attached hereto and incorporated herein as though fully set forth.

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

**1. RECITAL INCORPORATED.**

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

**2. SERVICES OF THE CONSULTANT.**

2.1. The Consultant shall perform the Project as more completely described in the Consultant's Proposal. After written authorization by the Village, the Consultant shall provide the services for 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.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the proposal. 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 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, this Agreement shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village Manager or the Manager'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 18 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Raymond Lee 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 Consultant to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel its services for the Project. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate the Consultant for the services in an amount not to exceed \$25,000.00 ("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 period and total amount billed to date, and, if the services are to be performed in separate 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 3.6 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 is effective 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 and 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 and its officers, officials, agents, employees and volunteers 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 or its officers, officials, agents, employees and volunteers.

**6. INSURANCE.**

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect 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, whichever 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 by the insurer before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder." Furthermore, should any of the above described policies be canceled by the Consultant, the Consultant shall mail fifteen (15) days' written notice to the certificate holder. 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, employees, attorneys 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:**

- i. Per Claim/Aggregate \$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



**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 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 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 its officers, officials,

employees, agents, and volunteers, 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 shall 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. Consultant shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall 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. SAVINGS CLAUSE.**

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 it 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. NO COLLUSION.**

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. NOTICE.**

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 email 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:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Consultant:

John Dzarnowski, President  
FGM Architects, Inc.  
1121 West 22<sup>nd</sup> Street, Suite 700  
Oak Brook, Illinois 60523  
Email: [johnd@fgmarchitects.com](mailto:johnd@fgmarchitects.com)

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 email transmission shall be effective as of date and time of email 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 email 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. EFFECTIVE DATE.**

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 he 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 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons

or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

24.2. In the event of the Consultant's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[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: Kevin J. Jackson  
Its: Village Manager

Date: November 15, 2022

**FGM ARCHITECTS INC.**

  
By: John C. Dzarnowski, AIA  
Its: Chief Executive Officer

Date: November 17, 2022

**ATTEST:**

  
By: Raymond K. Lee, AIA  
Its: Vice President

Date: November 17, 2022

**REVIEWED AND APPROVED  
AS TO FORM**

  
NOV 14 2022  
**LAW DEPARTMENT**

# FGMARCHITECTS

Proposal for

Architectural Services

For

**OAK PARK POLICE DEPARTMENT SPACE NEEDS ASSESSMENT  
ADDITIONAL CONCEPTUAL SOLUTIONS**  
Oak Park, Illinois

Submitted to:

**VILLAGE OF OAK PARK**  
123 Madison Street  
Oak Park, Illinois 60302

By:

**FGM ARCHITECTS INC.**  
1211 West 22nd Street, Suite 700  
Oak Brook, IL 60523

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November 9, 2022

WE BUILD COMMUNITY  
**FGM Architects Inc.** | An Employee-Owned Firm  
Illinois • Missouri • Texas • Virginia • Wisconsin

# FGMARCHITECTS

## 1.0 SCOPE OF PROJECT

The Village of Oak Park would like FGM Architects to prepare additional conceptual solutions to review the possibility of using additional areas of the Village Hall for the Police Department. The work will be an addendum to the previously completed space needs assessment.

## 2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following services for the Project:

- 2.1 **Project Kick-Off Meeting:** This will be an initial meeting to establish the project goals and identify the areas of the Village Hall that may be relocated and renovated for use as a police station. At this meeting, we will also confirm the project schedule and identify potential meeting dates.
- 2.2 **Architectural Consulting Services**
  - 2.2.1 With an understanding of the opportunity of utilizing portions of the Village Hall to meet the Police Department's space needs, FGMA will develop two to three additional conceptual solutions incorporating the existing Village Hall and Police Station into the solution.
  - 2.2.2 Initial explorations will be performed in the form of site plan sketches. This work will be performed interactively with input from the Village. We anticipate conducting several meetings between FGMA and the Village to evaluate the potential options.
  - 2.2.3 Once the initial concept plans are narrowed down, FGMA will further develop selected option(s) with conceptual floor plans and other drawings as necessary to convey the intent of the option. The conceptual plans will be diagrammatic in nature and illustrate where the various divisions of the Police Station will be located.
  - 2.2.4 For the developed options, FGMA will utilize all information generated and will provide a square foot cost construction estimate and total project budget which includes site and building construction costs, sustainable initiatives costs, furniture, fixtures and equipment costs, fees and other soft costs.
    - .1 FGMA will update the budgets from the original space needs study as we have experienced an unprecedented level of inflation since the study was completed in 2019.
- 2.3 **Final Report Addendum and Presentation to Village Board**
  - 2.3.1 From information gathered and generated, we will prepare a summary report in the form of an addendum to the original report. The report will contain a synopsis of all options studied, project budgets for the new conceptual options, and updated budgets from the original report. We will develop a draft report for the Village to review and then incorporate any changes requested.
  - 2.3.1 FGMA will make a presentation to the Village Board to discuss the findings of the assessment.

# FGMARCHITECTS

## 2.4 Space Needs Assessment of the Village Hall (optional service)

2.4.1 The Village has indicated that one option may have the Village Hall relocating a portion or all the services out of the existing building. If the Village requires information on how much space will be necessary for Village Hall functions, a space needs assessment may be needed. FGMA suggests that a simplified version be provided to determine how much space each department of the Village Hall requires. A simplified space needs assessment includes the following:

- .1 We will work with you at the Project Kick Off Meeting to identify the staff to be interviewed for information gathering.
- .2 Generation of pre-interview questions for your staff so they know what to expect during our meetings.
- .3 One day of meetings with selected Village Hall staff to garner information on staffing and space needs requirements.
- .4 Generation of a space needs program identifying in the form of a spreadsheet the space needs of the Village Hall.
- .5 Review of the program with the Village and making revisions as required.
- .6 The final deliverable will be a spreadsheet showing the space needs requirements of the Village Hall broken down by department.

## 2.5 Conceptual Planning for Police Station on Hypothetical Sites (optional service)

2.5.1 The Village would like to know if a new Police Station can be placed on generic commercial sites that may be obtainable in Oak Park. The sites would be between 2-2.5 acres and located on a commercial street frontage with an alley in the rear and constrained on two sides.

- .1 Potential sites may include lot sizes of 125' deep x 800' long and 125' deep x 925' long.
- .2 Concept site and floor plans will be developed for up to three different scenarios.
- .3 FGMA will provide a conceptual square foot cost construction estimate and total project budget which includes site and building construction costs, sustainable initiatives costs, furniture, fixtures and equipment costs, fees, and other soft costs.
- .4 The final deliverable will be site and floor plan sketches indicating how a potential police station can fit onto the generic sites and a conceptual project budget.

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2.6 Consultants: FGMA has not included engineering services in our scope of work.

## 3.0 ARCHITECT'S COMPENSATION

The Village of Oak Park shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.1 **Architectural Consulting Services:** For all professional services as described in Paragraphs 2.1 – 2.3 above, we propose a **Lump Sum Fee of \$10,400.00 plus Reimbursable Expenses** as defined within this Proposal.

### 3.2 Optional Services

3.2.1 **Village Hall Space Needs Assessment:** For all professional services in connection as described in Paragraph 2.4 above, we propose a **Lump Sum Fee of \$7,400.00 plus Reimbursable Expenses** as defined within this Proposal.

3.2.2 **Conceptual Planning for Police Station on Hypothetical Sites:** For all professional services in connection as described in Paragraph 2.5 above, we propose a **Lump Sum Fee of \$6,800.00 plus Reimbursable Expenses** as defined within this Proposal.

### 3.2 Reimbursable Expenses

In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. Reimbursable Allowance includes costs for items below.

3.2.1 Expense of postage and/or delivery.

3.2.2 Expenses of any consultants with Owner's prior approval.

Local travel (travel less than 100 miles), phone, fax, and printing of review sets shall not be charged as a Reimbursable Expense.

3.3 If specialty consultants are required, FGMA shall be reimbursed for consultant expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same.

3.4 Payments shall be made by the Owner to FGMA upon receipt of FGMA's invoice in accordance with the Local Government Prompt Payment Act.

3.5 Non-payment of invoices shall constitute grounds for discontinuing service.

3.6 The terms of this Proposal are based upon services commencing immediately and all services being completed within 3 months thereafter.

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## 4.0 Form of Agreement

Contract Form: For this project, your signature on the bottom of this proposal will serve as our contractual agreement. If this proposal is acceptable to you, please sign the bottom of this

# FGMARCHITECTS

letter, which will authorize FGMA to proceed with the work.

We appreciate this opportunity to be of service to the Village of Oak Park for this Project.

## FGM ARCHITECTS INC.



Raymond K. Lee | Principal  
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Andrew J. Jasek | Executive Vice President  
Phone: 630.574.8709  
[AndyJ@fgmarchitects.com](mailto:AndyJ@fgmarchitects.com)

### Proposal Accepted By:

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Village of Oak Park Representative

Title

Date

# FGMARCHITECTS

## HOURLY RATE SCHEDULE Effective February 1, 2021\*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

|                       |          |
|-----------------------|----------|
| <b>FGM Architects</b> |          |
| Principal             | \$250.00 |
| Arch IV               | \$220.00 |
| Arch III              | \$175.00 |
| Arch II               | \$145.00 |
| Arch I                | \$105.00 |
| Interior Designer IV  | \$215.00 |
| Interior Designer III | \$170.00 |
| Interior Designer II  | \$145.00 |
| Interior Designer I   | \$100.00 |
| Project Administrator | \$100.00 |

\*Hourly rates are subject to adjustment on November 1 each year.





Office of the Secretary of State Jesse White

**ilsos.gov**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number 20567121

Entity Name FGM ARCHITECTS INC.

Status  
ACTIVE

#### Entity Information

Entity Type  
CORPORATION

Type of Corp  
FOREIGN BCA

Qualification Date (Foreign)  
Friday, 9 February 1968

State  
DELAWARE

Duration Date  
PERPETUAL

#### Agent Information

Name  
JOHN C DZARNOWSKI

Address

OAK BROOK , IL 60523

Change Date

Thursday, 10 February 2022

## Annual Report

Filing Date

Thursday, 10 February 2022

For Year

2022

## Officers

President

Name & Address

JOHN DZARNOWSKI 1211 W 22ND ST #700 OAK BROOK IL 60523

Secretary

Name & Address

DIANE M GILMARTIN SAME

## Old Corp Name

07/03/2003

FGM, INC.

09/25/2006

FGM ARCHITECTS ENGINEERS INC.

10/12/2007

FGM ARCHITECTS PLANNERS INC.

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