



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 5th day of August, 2025, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and Opticos Design, Inc. (hereinafter referred to as the “Consultant”).

RECITALS

WHEREAS, the Village intends to have a Zoning Ordinance review and update performed by the Consultant for the Village for fiscal year 2025 and 2026 pursuant to the Village’s Request for Proposals, attached hereto and incorporated herein by reference and Consultant’s Scope of Services dated July 9, 2025, also attached hereto and incorporated herein by reference (hereinafter referred to as the “Project”), regarding a Zoning Ordinance review and update as it pertains to missing middle housing opportunities and implementation of the Strategic Vision for Housing Plan; and

WHEREAS, the Consultant has represented pursuant to the Village’s Request for Proposals process to the Village that it has the necessary expertise to perform such services for the Village and has expressed its willingness to furnish its services for the Project, subject to the terms and conditions set forth in this Agreement.

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

1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall perform all of the services as more completely set forth in the Consultant’s Proposal (“Services”). The Consultant shall not use any subconsultants to provide the Services other than those identified in the Proposal.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Consultant’s Proposal in a format specified in the Consultant’s Scope of Services. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to 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 or the Village's Request for Proposals as applicable shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Department of Development Services Director 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 Village Representative by providing the Consultant with written notice of such change which notice shall be served in accordance with Section 13 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 Karen Parolek 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 served in accordance with Section 13 of this Agreement.

2.6 The Consultant is an independent consultant for the Village and shall not be considered an agent or employee of the Village.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$200,000 over fiscal years 2025 and 2026. 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.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a term beginning on the effective date defined herein through December 31, 2026.

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 shall be effective unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice pursuant to Section 13 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 of the Consultant for cause, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or Consultant, indemnify, save harmless and defend the Village and its officers, officials, employees, agents and volunteers against any and all lawsuits, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of the Consultant or its respective employees.

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 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 (10 days for non-payment of premium).

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) **Professional Liability:**

- i. Limits:

General Aggregate	\$2,000,000.00
Per Claim	\$2,000,000.00
- ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(B) **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 worker's compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under Illinois Workers' Compensation Act, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

7. SUCCESSORS AND ASSIGNS.

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 of 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. AMENDMENTS AND MODIFICATIONS.

8.1. 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.

9. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

9.1. Final deliverables prepared 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 and for promotional purposes. The Consultant shall maintain files of all Documents for five (5 years) unless the Village shall consent in writing to the destruction of the Documents, as required herein. The Consultant also retains all rights to the format or content (in the form of images, text and/or non-place specific diagrams) previously used in the Consultant's services.

9.2. 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 (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) business days after the Village issues notice of such request to the Consultant.

10. NO COLLUSION.

10.1. 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.

11. ENTIRE AGREEMENT.

11.1. 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.

12. GOVERNING LAW.

12.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance without regard to conflicts of law principles.

13. NOTICE.

13.1. 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 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

If to the Consultant:

Jennifer Settle, Principal
Opticos Design, Inc.
2100 Milivian St., Suite 125
Berkeley, CA 94704
510.558.6957
Email: jennifer.settle@opticosdesign.com

13.2. 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.

13.3. Notice by email 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 (8:30 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.

14. BINDING AUTHORITY.

14.1. 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.

15. HEADINGS AND TITLES.

15.1. 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.

16. COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES.

16.1 This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

17. EFFECTIVE DATE.

17.1. The Effective Date of this Agreement shall be the date that the Village Manager of Oak Park executes this Agreement as set forth below.

**[THE REMAINDER OF THIS 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 day and date first written above.

VILLAGE OF OAK PARK

CONSULTANT

By:
Its: Village Manager

By: Karen Parolek
Its: President

Dated: _____, 2025

Dated: _____, 2025

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Dated: _____, 2025

Dated: _____, 2025