



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.

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File #:	RES 23-138	Name:	
Type:	Resolution	Status:	Passed
		In control:	President and Board of Trustees
On agenda:	4/24/2023	Final action:	4/24/2023
Title:	A Resolution Approving an Amendment to the Professional Services Agreement with FGM Architects Inc. for Professional Architectural Services for Additional Conceptual Solutions for Village Facilities to Change the Not to Exceed Amount from \$25,000 to \$36,000 and Authorizing its Execution		
Attachments:	1. Resolution - Amendment to Architectural Services Agreement - FGM , 2. Amendment - Architectural Services Agreement - FGM , 3. Attachment - Oak Park PD Additional Options Proposal 2023.03.22 , 4. Attachments - Contract Documents - Architectural Services Agreement - FGM		

[History \(1\)](#) [Text](#)

Submitted By

Rob Sproule, Public Works Director

Reviewed By

A.M. Zayyad, Deputy Village Manager

Agenda Item Title

A Resolution Approving an Amendment to the Professional Services Agreement with FGM Architects Inc. for Professional Architectural Services for Additional Conceptual Solutions for Village Facilities to Change the Not to Exceed Amount from \$25,000 to \$36,000 and Authorizing its Execution

Overview

FGM Architects, Inc. is currently under contract to provide professional architectural services connected with Village facilities. Staff are requesting to amend the agreement with FGM Architects, Inc. to increase the not to exceed amount by \$11,000.00 to evaluate an additional design option prior to evaluation by the Village Board.

Recommendation

Adopt the Resolution.

Background

In June of 2022, Staff provided the Village Manager and Village Board an update on the current state of the proposed Village facilities. Part of the update provided an overview of the Space Needs Assessment completed by FGM Architects in 2019.

Following those conversations with the Village Board, Staff was directed to reengage FGM Architects to evaluate additional possible conceptual options and update the costs for the existing option, as the original numbers were generated in late 2019.

After reviewing the information and updated costs provided by FGM during this latest update, it was determined an additional option should be evaluated before a decision is made on the preferred option for schematic design.

Staff are requesting to amend the existing professional services agreement by \$11,000.00 for a total not to exceed amount of \$36,000.00 for further evaluation of an additional design option prior to presenting to the board in late June or early July for a determination on the proposed option to advance to schematic design.

Fiscal Impact

There are sufficient unencumbered funds in the Building Improvement Fund Account Number: 3012-43790-101-540673 allocated for the Police Department - Construction of a Replacement Station: Design capital improvement project to cover this proposed cost.

DEI Impact

N/A.

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

The Village Board approved funding for design and engineering costs for the Police Station Improvement project as part of the Fiscal Year 2023 Building Improvement Fund.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

Staff will work with the consultant to finalize all options and cost estimates with the intent of presenting all options to the Village Board in late June or early July for the selection of a single option to progress to schematic design.

Intergovernmental Cooperation Opportunities

N/A.



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

March 22, 2023

WE BUILD COMMUNITY

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

1.0 SCOPE OF PROJECT

The Village of Oak Park would like FGM Architects to prepare additional conceptual solutions for the Village Hall and the Police Department focusing on replacing the existing building with a new facility. The work will be an addendum to the previously completed space needs assessment and additional conceptual solutions developed earlier this year.

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 Architectural Consulting Services

2.1.1 Discuss either live or via teleconference the scope of the project. FGMA understands the latest solutions will include tearing down the existing village hall and police station and replacing it with a new structure. The new structure may also include additional program space for the other governmental entities such as the Township Offices, West Suburban Consolidated Dispatch, branch library, and potentially some retail space along Madison Street.

2.1.2 With an understanding of the opportunity of what program space will be included in addition to village hall and police department space, FGMA will develop two to three additional conceptual solutions. Initial explorations will be performed in the form of site plan sketches. This work will be performed interactively with input from the Village. The conceptual plans will be diagrammatic in nature and illustrate where the various divisions of the Police Station will be located.

2.1.3 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.

2.1.4 Upon completion of the option development, FGMA will meet with village staff and village board members in small group meetings to assist in explaining all of the options developed. We anticipate three small group meetings.

2.2 Final Report Addendum and Presentation to Village Board

2.2.1 From information gathered and generated, we will incorporate into a summary report in the form of an addendum to the original report (along with the prior developed additional options). 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.

2.2 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 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.

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 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

Phone: 630.574.8711

RayL@fgmarchitects.com



Andrew J. Jasek | Executive Vice President

Phone: 630.574.8709

AndyJ@fgmarchitects.com

Proposal Accepted By:

Village of Oak Park Representative	Title	Date
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HOURLY RATE SCHEDULE

Effective December 1, 2022*

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:

FGM Architects

Principal	\$290.00
Arch IV	\$260.00
Arch III	\$220.00
Arch II	\$180.00
Arch I	\$140.00
Interior Designer IV	\$240.00
Interior Designer III	\$200.00
Interior Designer II	\$160.00
Interior Designer I	\$120.00
Project Administrator	\$135.00

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

ORIGINAL

RESOLUTION

A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FGM ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR ADDITIONAL CONCEPTUAL SOLUTIONS FOR VILLAGE FACILITIES TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$25,000 TO \$36,000 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 ("Village"), in the exercise of their home rule powers, that the Amendment to the Professional Services Agreement ("Amendment") with FGM Architects, Inc. for Professional Architectural Services for additional conceptual solutions for Village facilities to change the not to exceed amount from \$25,000 to \$36,000 is approved and the Village Manager is authorized to execute the Amendment 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 24th day of April, 2023 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Taglia				✓
Trustee Wesley	✓			

APPROVED this 24th day of April, 2023.


Vicki Scaman, Village President

ATTEST


Christina M. Waters, Village Clerk

ORIGINAL

**AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF
OAK PARK AND FGM ARCHITECTS INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR
ADDITIONAL CONCEPTUAL SOLUTIONS FOR VILLAGE FACILITIES
TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$25,000.00 TO \$36,000.00**

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT dated November 15, 2022 (hereinafter referred to as the "Amendment") between the Village of Oak Park, an Illinois home rule municipal corporation, and FGM Architects Inc., an Illinois corporation, is entered into this ____ day of April, 2023 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement dated November 15, 2022 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties seek to amend the Agreement pursuant to this Amendment.

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. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **AMENDMENT TO AGREEMENT.** Section 3 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

Section 3: COMPENSATION FOR SERVICES.

3.1 The Village shall compensate the Consultant for the Services in an amount not to exceed ~~\$25,000.00~~ \$36,000.00. ("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.

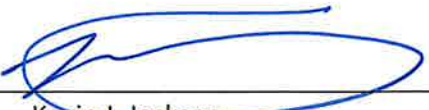
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Amendment 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 the Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK


By: Kevin J. Jackson
Its: Village Manager


Dated: April 28, 2023

ATTEST


By: Christina M. Waters
Its: Village Clerk

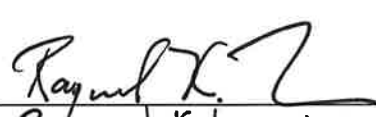
Dated: May 1, 2023

FGM ARCHITECTS INC.


By: John A. Dzarowski, AIA
Its: CEO

Dated: May 16, 2023

ATTEST


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

Dated: May 16, 2023

**REVIEWED AND APPROVED
AS TO FORM**

APR 25 2023


LAW DEPARTMENT

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

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 15th 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

- personal injury, bodily injury and property damage.
 - ii. Limits:

Combined Single Limit	\$1,000,000.00
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- (E) **Umbrella:**
 - i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (F) The Village, its officers, officials, agents, employees and volunteers shall be named as an additional insured 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, officials, agents, 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 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. 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. 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 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

If to the Consultant:

John Dzarnowski, President
FGM Architects, Inc.
1121 West 22nd Street, Suite 700
Oak Brook, Illinois 60523
Email: 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 even 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

November 9, 2022

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.

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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.

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
Phone: 630.574.8711
RayL@fgmarchitects.com



Andrew J. Jasek | Executive Vice President
Phone: 630.574.8709
AndyJ@fgmarchitects.com

Proposal Accepted By:

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:

FGM Architects

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 13056 20443
INSURED FGM Architects Inc. 1211 W. 22nd St #700 Oak Brook IL 60523		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & <input checked="" type="checkbox"/> Subject To GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PSB0001771 Non Contributory Written Contract	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DMGRP \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		PSA0002422	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		PSE0001447	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PSW0001597	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			AER114077912	10/1/2022	10/1/2023	Per Claim 2,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: The Village of Oak Park Village Hall.

Village of Oak Park, its officers, officials, employees, agents, and volunteers are included as an additional insured as respects the General Liability, Auto Liability and Umbrella Liability. Waiver of Subrogation applies to Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

rsproule@oak-park.us

Village of Oak Park
123 Madison Street
Oak Park, IL 60302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian/ELR

Michael Christian

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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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[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)