

VILLAGE OF VERNON HILLS
ORDINANCE 2024-024

AN ORDINANCE AWARDED A CONTRACT TO FGM ARCHITECTS TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE POLICE CAMPUS PLANNING STUDY FOR AN AMOUNT NOT TO EXCEED \$51,400

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the President and Board of Trustees desire to maintain the Village's infrastructure; and

WHEREAS, Staff received a proposal for architectural services to perform a Police Campus Planning Study; and

WHEREAS, Staff seeks approval to authorize the Village Manager to execute a contract with FGM Architects to provide professional architectural services for the Police Campus Planning Study for an amount not to exceed \$51,400.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all documents required with FGM Architects to provide professional architectural services for the Police Campus Planning Study for an amount not to exceed \$51,400.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payments to FGM Architects for an amount not to exceed \$51,400.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effective from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2024-024.

Dated this 5th day of March, 2024.

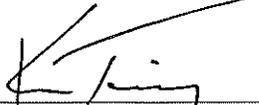
Adopted by roll call vote as follows:

AYES: 6 – Oppenheim, Forster, Marquardt, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka

PASSED: 03/05/2024
APPROVED: 03/05/2024
ATTEST: 03/05/2024


Kevin Timony, Village Clerk




Roger L. Byrne, Village President

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2024-024

AN ORDINANCE AWARDING A CONTRACT TO FGM ARCHITECTS TO PROVIDE
PROFESSIONAL ARCHITECTURAL SERVICES FOR THE POLICE CAMPUS PLANNING
STUDY FOR AN AMOUNT NOT TO EXCEED \$51,400

THE 5th DAY OF MARCH 2024

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
5th day of March, 2024

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, KEVIN TIMONY, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON MARCH 5, 2024, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2024-024 AN ORDINANCE AWARDDING A CONTRACT TO FGM ARCHITECTS TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE POLICE CAMPUS PLANNING STUDY FOR AN AMOUNT NOT TO EXCEED \$51,400.

THE PAMPHLET FOR ORDINANCE NO. 2024-024 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED MARCH 5, 2024 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 5TH DAY OF MARCH 2024.



Kevin Timony, Village Clerk

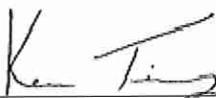
SEAL



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2024-024 AN ORDINANCE AWARDING A CONTRACT TO FGM ARCHITECTS TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE POLICE CAMPUS PLANNING STUDY FOR AN AMOUNT NOT TO EXCEED \$51,400 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MARCH 5, 2024 TO MARCH 10, 2024.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 5th DAY OF MARCH 2024



Notary Public



FGMARCHITECTS

Proposal for

Architectural Services

for

**Vernon Hills Police Department
Planning Study**
Vernon Hills, Illinois

Submitted to:

Vernon Hills Police Department
745 Lakeview Parkway
Vernon Hills, IL 60061

By:

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

February 15, 2024

1.0 SCOPE OF PROJECT

The Village of Vernon Hills and the Vernon Hills Police Department has requested a proposal from FGM Architects to provide the following information to the Village about how the space and functional issues of the police department can be solved. The information requested includes the following items.

- 1.0.1 The Village would like to perform a new space needs study. The study will include identification of the spaces required in the police station, parking requirements, and site size requirements if a new station were to be pursued.
- 1.0.2 Prepare and/or identify conceptual solutions.
 - .1 Development of diagrammatic site and floor plans, and initial project budgeting to potential solutions using the existing police station. Up to (2) different solutions will be prepared.
 - .2 Budgeting for a potential new police station on a new site.
 - .3 Identify potential costs for adaptive reuse of an existing commercial warehouse building for a new police station.

2.0 SCOPE OF ARCHITECT'S SERVICES

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

2.1 Space Needs Analysis

FGMA specializes in working with municipalities and is experienced in providing space needs analyses police stations. We are skilled at engaging staff, which truly aids our ability to determine actual space needs versus wants. The following items will be included in the space needs analysis.

2.1.1 Project Kick-Off Meeting

FGMA will facilitate a project Kick-Off Meeting to establish the project goals by which the Village will measure the project's success upon completion. To produce an effective analysis, FGMA believes that we must delve into key desires and concerns for the analysis. At the Kick-Off Meeting we will:

- .1 Develop the project's goals - these are overarching goals that will drive the direction of solutions and project decisions.
- .2 Identify all questions that must be answered as part of this study.
- .3 Identify members of the Village staff who will be interviewed to garner information for the space needs analysis.
- .4 Initial sustainability discussion to understand their project goals related to sustainability.

- .5 Confirm the initial project schedule.
- .6 Identify potential dates for Village Board meetings.
- .7 Identify / confirm staff members who will be interviewed as part of the space needs information gathering process.

2.1.2 Staff Interviews

- .1 Utilizing the list of staff to be interviewed during the Project Kick Off Meeting, FGMA requests that the Police Department assist with scheduling the interview dates and times. The Police Department has requested interviews be performed to allow input from a wide representation of staff members. Pre-Interview Questionnaires will be distributed to interviewees so they can think about the questions we will be asking prior to the interviews. The questionnaires are meant to prompt thoughts about the work environment, and we do not expect written responses.
- .2 Staff Interview Meetings: FGMA's meetings with various staff members/subject matter experts will discuss the functions within each division. We will also discuss technology requirements and needs of the maintenance staff. During our interviews, we will ask questions about:
 - Future Planning
 - Functionality
 - Security
 - Spatial relationships and adjacencies
 - Workspace furnishings
 - Equipment and storage needs
 - Parking requirements

Much of the time spent in interviews will be used for discussing future goals, current challenges, and functional issues.

- .3 During the staff interview meetings, FGMA will observe how each division functions. We use our experience to suggest solutions and potential methods to allow the staff to function more efficiently.
- .4 Staff Input Review: After the interviews are complete, we will review with the Police Department / Village project team the feedback we received prior to developing the actual building program of space needs.

- 2.1.3 Space Needs Program Development: With the interviews completed, FGMA will prepare a draft Program Statement detailing current and future space need requirements for each facility. The Program Statement is reviewed with designated representatives to make certain we correctly understood all the information obtained during the interviews. The draft Program is then refined to incorporate requested changes or additions. It is important that we get the "recipe" for the space needs correct as the Program is the most important starting point for identifying needs.

Deliverables: The deliverables include a Space Needs Program (spreadsheet) detailing recommended spaces and sizes for the Police Department including required parking.

2.1.4 Establishment of site size requirements. From the completed space needs program, the site size requirements can be established.

2.1.5 Village Update Meeting: Upon completion of the Building Program and Existing Condition Report, FGMA recommends a presentation be made to the Village Board. The goal of the presentations is to ensure all stakeholders and constituents understand the deficiencies and needs of the Police Department.

2.1.6 Report and Presentation to Village Board

.1 From information gathered and generated, we will prepare a summary report that will detail our methodology, findings, and recommendations. FGMA's philosophy for studies includes preparation of a clear, concise, and easy to understand report without a lot of "fluff." The report will contain an executive summary, and a synopsis of all the findings. We will develop a draft report for the Village to review and then incorporate any changes requested.

.2 The goal of the report and presentation is to ensure all stakeholders and constituents understand the deficiencies of the Police Department, space needs recommendations to meet the needs for the next 30+ years, and the site area requirements for the new Police Station.

2.1.7 Deliverables:

- .1 Report of Findings
- .2 Presentation to Village Board

2.2 Potential Solution Development

2.2.1 With a thorough understanding of the space needs requirements of each facility, FGMA will develop conceptual solutions for on how to address the needs of the Police Department and parking requirements. Solution explorations will be performed in the form of diagrammatic site plan and floor plan sketches. The plans will be conceptual in nature and will show general layouts in a departmental and large space level of detail (block diagrams). The plans will be reviewed with the Owner and refined as required. Solutions will be developed for the following options.

.1 Addition and Renovation to the existing police station. Up to (2) options will be provided.

2.2.2 FGMA will develop budgets for the project using historical data. Construction costs will be identified for specific options. FGMA specializes in the design and construction of municipal facilities and has a large database of recent renovation projects on which to base costs on. The project budget will include the cost of construction as well as soft costs for fees, contingencies, furniture, and other items as applicable. We do request

FGMA ARCHITECTS

assistance from the village to identify costs for IT and specialty items.

- .1 Budgeting for a potential new police station on a new site.
- .2 Identify potential costs for adaptive reuse of an existing commercial warehouse building for a new police station.

2.2.4 Deliverables:

- .1 Diagrammatic Site and Floor Plan Drawings of two options
- .2 Conceptual Project Cost Estimates

3.0 PROVISION OF SERVICES

- 3.0.1 FGMA will perform all work in-house this study. No specialty engineering consulting services have been included.
- 3.0.2 Geotechnical explorations, hazardous waste engineering, regional stormwater analysis, hydrology studies, and traffic engineering services are not included in our proposal.

4.0 ARCHITECT'S COMPENSATION

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

- 3.0.1 **Space Needs Analysis as described in Paragraph 2.1 above:** **\$29,000.00**
- 3.0.2 **Potential Solution Development as described in Paragraph 2.2 Above:** **\$22,400.00**

5.0 GENERAL TERMS

- 5.0.1 Reimbursable Expenses are not included in our Fee and are defined in Paragraph 5.0.2 below. Local travel (travel less than 100 miles), phone, fax, and printing of review sets for design coordination will not be charged as a Reimbursable Expense.
- 5.0.2 For any additional services, 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. We recommend establishing a Reimbursable Allowance of \$250.00, which FGMA shall not exceed without prior written approval of the Village. Reimbursable Allowance includes costs for items 4.0.2.1 and 4.0.2.3 below.
 - .1 Expense of postage and/or delivery.
 - .2 Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized by the Owner.
 - .3 Expenses of any consultants not included in our proposal with Owner's prior approval.

FGMA ARCHITECTS

- .4 Expense of any destructive testing/investigation work.
 - 5.0.3 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.
 - 5.0.4 The terms of this Proposal are based upon services commencing within 60 days and all services being complete 6 months thereafter.
 - 5.0.5 Payments shall be made by the Owner to FGMA upon receipt of FGMA's invoice in accordance with the Local Government Prompt Payment Act.
 - 5.0.6 Non-payment of invoices shall constitute grounds for discontinuing service.
- 6.0 Form of Agreement**
Upon review and approval of this proposal, FGMA and the Vernon Hills Police Department shall enter into a Contract using a mutually agreeable contract form for the services outlined in this proposal.

We appreciate this opportunity to be of service to the Village of Vernon Hills and Vernon Hills Police Department for this exciting project.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee, AIA | Principal in Charge
raylee@fgmarchitects.com



Andrew J. Jasek, AIA, | Executive Vice President
andyjasek@fgmarchitects.com

FGMA ARCHITECTS

HOURLY RATE SCHEDULE

Effective November 1, 2023*

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	\$300.00
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.

PROFESSIONAL SERVICES AGREEMENT

Police Campus Planning Study For The Village of Vernon Hills

THIS AGREEMENT made and entered into this 11th day of March, 2024 by and between the Village of Vernon Hills (hereinafter referred to as the “Village”) and FGM Architects, Inc. (hereinafter referred to as the “Consultant”)

WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the “Parties”) desire to enter into an Agreement to formalize their relationship; and

WHEREAS, in response to the Village’s request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #1, and Consultant agreed to perform the services described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon Consultant’s documentation of its qualifications, as set out in its Proposal, the Village finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, the Village has selected the Consultant to undertake and provide professional services for the Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village’s approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

A. SERVICES TO BE PROVIDED BY THE PARTIES

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant’s professional skill and judgment in a manner consistent with the interests of the Village.

All services described in the Scope of Services (Scope) of the Proposal shall be performed by the Consultant in a prompt and expeditious manner and shall be in accordance with the professional standards applicable to such service on the Project for which such services are rendered. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by subconsultants hired by the Consultant. The Consultant will perform the work activities described in the Scope promptly and without unreasonable delay and will give all projects such priority as is necessary to cause the services

to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices.

B. TIME OF PERFORMANCE

The Consultant shall provide the engineering services no later than April 30, 2025. If requested, the Village may at its sole discretion elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

C. ACCESS TO INFORMATION

The Village shall provide any data, reports, records, and maps for the project that are in the possession of the Village. No charge will be made to the Consultant for such information, and the Village will cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

D. COMPENSATION

The Village shall pay the Consultant in accordance with the Budget described in the Consultant's Proposal, for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred. The Consultant's Fee Schedule, denoting its current charges for the year 2024, is attached hereto under ATTACHMENT #1. Total fees for the Consultant's work shall not exceed \$51,400. No additional work would be commenced without obtaining client approval.

E. RECORDS

The Consultant agrees to maintain records and a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Consultant for a period of at least four (4) years after completion of this Agreement, unless a longer period is required to resolve audit findings, litigation or required by state or federal regulations. In such cases, the Village shall request a longer period of record retention.

The Village shall have full access and the right to examine any and all pertinent documents, documents, records, and books of the Consultant involving Consultant's services on projects arising under this Agreement.

F. RELATIONSHIP

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

G. TERMINATION

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally available, including, but not limited to, the termination of this Agreement in the manner specified herein:

1. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
 - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;
 - c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

2. Termination for Other Grounds – This Agreement may also be terminated in whole or in part:
 - a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
 - b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;

- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

H. ERRORS & OMISSIONS

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in providing its services, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of providing it services. This obligation shall survive termination of this Agreement.

I. CHANGES, AMENDMENTS, MODIFICATIONS

Since some of the Consultant's services are being provided on an as-needed basis, the amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Scope to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

J. PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel and equipment required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

K. ASSIGNABILITY

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

L. SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

M. REPORTS AND INFORMATION

The Village will not be liable in any way for any costs incurred by the Consultant in providing this Proposal.

N. REPORTS AND INFORMATION

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, any affidavit or certificate, in connection with the work covered by this agreement as provided by law and any other matters covered by this Agreement.

O. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

P. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

Q. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable federal, state or local laws, ordinances, and codes and the Consultant shall hold and save the Village harmless with respect to any damages arising from any failure of the Consultant or its officers, agents or employees to comply with any such laws in performing any of the work provided under this Agreement.

R. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

S. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled 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.

T. ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event that the Public Body is found to have not complied with the FOIA, based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

U. AUTHORIZED TO DO BUSINESS IN ILLINOIS

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

V. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1

The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

X. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

Y. DEBARMENT

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

Z. INTEREST OF MEMBERS OF THE VILLAGE

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

AA. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

BB. AUDITS AND INSPECTIONS

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

CC. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to reasonable attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

DD. INSURANCE

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance shall be fully executed by an authorized representative of the Insurance Company. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the Village before work is commenced. Said policies shall not hereafter be canceled,

permitted to expire, or be changed without thirty (30) days' notice in advance to the Village and consented to by the Village in writing and the policies shall so provide.

3. **Workers' Compensation Insurance:** Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed on the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
4. **Commercial General Liability Insurance:** The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Village. Such insurance shall name the Village as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
5. **Insurance Covering Special Hazards:** Special hazards as determined by the Village shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
6. **Automotive Liability Insurance:** The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
7. **Professional Liability Insurance:** (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Consultant coverage in an amount not less than [\$1,000,000] per claim.
8. **Subconsultant's Insurance:** The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

9. **The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder.** All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.
10. If Contractor's current policies do not provide the required coverage in this Agreement, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of the Agreement

EE. COMPLETE AGREEMENT

This is the complete Agreement between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval of the Village.

FF. NOTICES AND COMMUNICATIONS

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: Christopher Venatta
Public Works Director/Village Engineer
Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061
ChristopherV@vhills.org

If to Consultant: Andrew J. Jasek, AIA
Executive Vice President
FGM Architects, Inc.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523
andyjasek@fgmarchitects.com

GG. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement, together with the Consultant's Proposal which is incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement and its amendments; second priority shall be given to the provisions of the Consultant's Proposal and its amendments.

HH. INTERPRETATION, ENFORCEMENT & DISPUTES

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in Lake County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

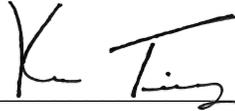
ATTACHMENT #1, Consultant's Proposal & Fee Schedule

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

VILLAGE OF VERNON HILLS

VILLAGE

By: _____



Title: _____

Village Manager

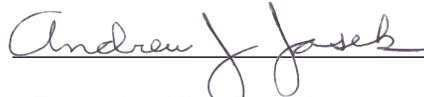
Date: _____

03/18/24

FGM ARCHITECTS, INC.

CONSULTANT

By: _____



Title: _____

Executive Vice President

Date: _____

March 12, 2024

FGM ARCHITECTS, INC.

CONSULTANT

By: _____



Title: _____

Executive Vice President

Date: _____

March 12, 2024

FGMA^{ARCHITECTS}

Proposal for

Architectural Services

for

Vernon Hills Police Department

Planning Study

Vernon Hills, Illinois

Submitted to:

Vernon Hills Police Department

745 Lakeview Parkway

Vernon Hills, IL 60061

By:

FGM ARCHITECTS INC.

1211 West 22nd Street, Suite 700

Oak Brook, IL 60523

February 15, 2024

1.0 SCOPE OF PROJECT

The Village of Vernon Hills and the Vernon Hills Police Department has requested a proposal from FGM Architects to provide the following information to the Village about how the space and functional issues of the police department can be solved. The information requested includes the following items.

- 1.0.1 The Village would like to perform a new space needs study. The study will include identification of the spaces required in the police station, parking requirements, and site size requirements if a new station were to be pursued.
- 1.0.2 Prepare and/or identify conceptual solutions.
 - .1 Development of diagrammatic site and floor plans, and initial project budgeting to potential solutions using the existing police station. Up to (2) different solutions will be prepared.
 - .2 Budgeting for a potential new police station on a new site.
 - .3 Identify potential costs for adaptive reuse of an existing commercial warehouse building for a new police station.

2.0 SCOPE OF ARCHITECT'S SERVICES

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

2.1 Space Needs Analysis

FGMA specializes in working with municipalities and is experienced in providing space needs analyses police stations. We are skilled at engaging staff, which truly aids our ability to determine actual space needs versus wants. The following items will be included in the space needs analysis.

2.1.1 Project Kick-Off Meeting

FGMA will facilitate a project Kick-Off Meeting to establish the project goals by which the Village will measure the project's success upon completion. To produce an effective analysis, FGMA believes that we must delve into key desires and concerns for the analysis. At the Kick-Off Meeting we will:

- .1 Develop the project's goals - these are overarching goals that will drive the direction of solutions and project decisions.
- .2 Identify all questions that must be answered as part of this study.
- .3 Identify members of the Village staff who will be interviewed to garner information for the space needs analysis.
- .4 Initial sustainability discussion to understand their project goals related to sustainability.

- .5 Confirm the initial project schedule.
- .6 Identify potential dates for Village Board meetings.
- .7 Identify / confirm staff members who will be interviewed as part of the space needs information gathering process.

2.1.2 Staff Interviews

- .1 Utilizing the list of staff to be interviewed during the Project Kick Off Meeting, FGMA requests that the Police Department assist with scheduling the interview dates and times. The Police Department has requested interviews be performed to allow input from a wide representation of staff members. Pre-Interview Questionnaires will be distributed to interviewees so they can think about the questions we will be asking prior to the interviews. The questionnaires are meant to prompt thoughts about the work environment, and we do not expect written responses.
- .2 Staff Interview Meetings: FGMA's meetings with various staff members/subject matter experts will discuss the functions within each division. We will also discuss technology requirements and needs of the maintenance staff. During our interviews, we will ask questions about:

- Future Planning
- Functionality
- Security
- Spatial relationships and adjacencies
- Workspace furnishings
- Equipment and storage needs
- Parking requirements

Much of the time spent in interviews will be used for discussing future goals, current challenges, and functional issues.

- .3 During the staff interview meetings, FGMA will observe how each division functions. We use our experience to suggest solutions and potential methods to allow the staff to function more efficiently.
- .4 Staff Input Review: After the interviews are complete, we will review with the Police Department / Village project team the feedback we received prior to developing the actual building program of space needs.

- 2.1.3 Space Needs Program Development: With the interviews completed, FGMA will prepare a draft Program Statement detailing current and future space need requirements for each facility. The Program Statement is reviewed with designated representatives to make certain we correctly understood all the information obtained during the interviews. The draft Program is then refined to incorporate requested changes or additions. It is important that we get the "recipe" for the space needs correct as the Program is the most important starting point for identifying needs.

Deliverables: The deliverables include a Space Needs Program (spreadsheet) detailing recommended spaces and sizes for the Police Department including required parking.

2.1.4 Establishment of site size requirements. From the completed space needs program, the site size requirements can be established.

2.1.5 Village Update Meeting: Upon completion of the Building Program and Existing Condition Report, FGMA recommends a presentation be made to the Village Board. The goal of the presentations is to ensure all stakeholders and constituents understand the deficiencies and needs of the Police Department.

2.1.6 Report and Presentation to Village Board

.1 From information gathered and generated, we will prepare a summary report that will detail our methodology, findings, and recommendations. FGMA's philosophy for studies includes preparation of a clear, concise, and easy to understand report without a lot of "fluff." The report will contain an executive summary, and a synopsis of all the findings. We will develop a draft report for the Village to review and then incorporate any changes requested.

.2 The goal of the report and presentation is to ensure all stakeholders and constituents understand the deficiencies of the Police Department, space needs recommendations to meet the needs for the next 30+ years, and the site area requirements for the new Police Station.

2.1.7 Deliverables:

.1 Report of Findings

.2 Presentation to Village Board

2.2 Potential Solution Development

2.2.1 With a thorough understanding of the space needs requirements of each facility, FGMA will develop conceptual solutions for on how to address the needs of the Police Department and parking requirements. Solution explorations will be performed in the form of diagrammatic site plan and floor plan sketches. The plans will be conceptual in nature and will show general layouts in a departmental and large space level of detail (block diagrams). The plans will be reviewed with the Owner and refined as required. Solutions will be developed for the following options.

.1 Addition and Renovation to the existing police station. Up to (2) options will be provided.

2.2.2 FGMA will develop budgets for the project using historical data. Construction costs will be identified for specific options. FGMA specializes in the design and construction of municipal facilities and has a large database of recent renovation projects on which to base costs on. The project budget will include the cost of construction as well as soft costs for fees, contingencies, furniture, and other items as applicable. We do request

assistance from the village to identify costs for IT and specialty items.

- .1 Budgeting for a potential new police station on a new site.
- .2 Identify potential costs for adaptive reuse of an existing commercial warehouse building for a new police station.

2.2.4 Deliverables:

- .1 Diagrammatic Site and Floor Plan Drawings of two options
- .2 Conceptual Project Cost Estimates

3.0 PROVISION OF SERVICES

3.0.1 FGMA will perform all work in-house this study. No specialty engineering consulting services have been included.

3.0.2 Geotechnical explorations, hazardous waste engineering, regional stormwater analysis, hydrology studies, and traffic engineering services are not included in our proposal.

4.0 ARCHITECT'S COMPENSATION

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

3.0.1	Space Needs Analysis as described in Paragraph 2.1 above:	\$29,000.00
3.0.2	Potential Solution Development as described in Paragraph 2.2 Above:	\$22,400.00

5.0 GENERAL TERMS

5.0.1 Reimbursable Expenses are not included in our Fee and are defined in Paragraph 5.0.2 below. Local travel (travel less than 100 miles), phone, fax, and printing of review sets for design coordination will not be charged as a Reimbursable Expense.

5.0.2 For any additional services, 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. We recommend establishing a Reimbursable Allowance of \$250.00, which FGMA shall not exceed without prior written approval of the Village. Reimbursable Allowance includes costs for items 4.0.2.1 and 4.0.2.3 below.

- .1 Expense of postage and/or delivery.
- .2 Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized by the Owner.
- .3 Expenses of any consultants not included in our proposal with Owner's prior approval.

.4 Expense of any destructive testing/investigation work.

5.0.3 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.

5.0.4 The terms of this Proposal are based upon services commencing within 60 days and all services being complete 6 months thereafter.

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

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

6.0 Form of Agreement

Upon review and approval of this proposal, FGMA and the Vernon Hills Police Department shall enter into a Contract using a mutually agreeable contract form for the services outlined in this proposal.

We appreciate this opportunity to be of service to the Village of Vernon Hills and Vernon Hills Police Department for this exciting project.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee, AIA | Principal in Charge
raylee@fgmarchitects.com



Andrew J. Jasek, AIA | Executive Vice President
andyjasek@fgmarchitects.com

HOURLY RATE SCHEDULE

Effective November 1, 2023*

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	\$300.00
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.