

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-20-53 A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND FGM ARCHITECTS, INC. FOR THE COVERED PARKING STRUCTURE FOR WOOD DALE POLICE STATION IN AN AMOUNT NOT TO EXCEED \$69,040

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 6th day of August, 2020.



Lynn Curiale, City Clerk



Resolution #R-20-53

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND FGM ARCHITECTS, INC. FOR THE COVERED PARKING STRUCTURE FOR WOOD DALE POLICE STATION IN AN AMOUNT NOT TO EXCEED \$69,040

Passed: August 6, 2020
Published in Pamphlet Form: August 7, 2020

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-20-53

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND FGM ARCHITECTS, INC. FOR THE COVERED PARKING STRUCTURE FOR WOOD DALE POLICE STATION IN AN AMOUNT NOT TO EXCEED \$69,040

Passed and approved by the City Council of the City of Wood Dale on August 6, 2020 and hereby published in pamphlet on August 7, 2020.



Lynn Curiale, City Clerk



RESOLUTION NO. R-20-53

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND FGM ARCHITECTS, INC. FOR THE COVERED PARKING STRUCTURE FOR WOOD DALE POLICE STATION IN AN AMOUNT NOT TO EXCEED \$69,040

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **FGM ARCHITECTS, INC.** for the **COVERED PARKING STRUCTURE**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **FGM ARCHITECTS, INC.**, the Mayor and the City Council find **FGM ARCHITECTS, INC.** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 6th day of August, 2020.

AYES: Alderman Sarentino, Jakab, Woods, E. Wesley, Catalano, Messina

NAYS: None

ABSENT: Alderman D. Wesley, Susmarski

APPROVED this 6th day of August, 2020.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

ARCHITECTURAL SERVICES CONTRACT

FOR

WOOD DALE POLICE DEPARTMENT COVERED PARKING LOT

FOR

THE CITY OF WOOD DALE
COUNTY OF DUPAGE
STATE OF ILLINOIS



CITY OF
WOOD DALE
PUBLIC WORKS

August 6, 2020

PREPARED BY:

CITY OF WOOD DALE
Public Works Department
720 N Central Ave
Wood Dale, Illinois 60191
(630) 787-3765

WOOD DALE POLICE DEPARTMENT COVERED PARKING LOT

SECTION [1] – CONTRACT

CONTRACT

THIS AGREEMENT is entered into between the CITY OF WOOD DALE, (the “CITY”) and FGM ARCHITECTS, INC. (the “ARCHITECT”) on the date this AGREEMENT is fully executed.

WITNESSETH that the CITY and the ARCHITECT in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK The ARCHITECT shall perform all work and shall provide and/or furnish all labor, materials, equipment, tools machinery, utility and transportation, services, and all other incidentals necessary to complete in a professional standard all work required for the consultant services of the WOOD DALE CITY HALL POLICE DEPARTMENT COVERED PARKING LOT hereinafter called the PROJECT, in accordance with the proposal submitted by the ENGINEER to the CITY and the CITY’s Request for Proposal dated (Month, Day, Year), attached hereto and incorporated herein by reference as Exhibits 1 and 2.

ARTICLE 2: ARCHITECT COMPLIANCE The ARCHITECT shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workmen’s Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.

ARTICLE 3: CONTRACT PRICE The CITY will pay the ARCHITECT for performance of all work under this contract in an amount not to exceed **\$69,040.00**.

ARTICLE 4: CONTRACT TIME This contract work shall be completed and performed by December 31, 2020. Performance shall commence on August 7, 2020.

ARTICLE 5: CONTRACT CHANGES Any alteration in the time, scope, or price of the PROJECT shall be effected only by approval by the City Council for the CITY.

ARTICLE 6: PAYMENTS The City shall make progress payments to the ARCHITECT upon monthly detailed invoices and upon payment approval of the City Council.

ARTICLE 7: INSURANCE The ARCHITECT shall satisfy all insurance requirements as set forth in Appendix A of this documents.

ARTICLE 8: CONTRACT DOCUMENTS The Contract Documents which comprise the Contract between the CITY and the ARCHITECT, and which are as fully a part of this Contract as if herein set out verbatim are as follows:

- 8.1 This Agreement.
- 8.2 The proposal submitted by the ARCHITECT to the CITY attached hereto as Exhibit 1.
- 8.3 Written modifications of this Agreement upon formal approval by the City Council for the CITY.

ARTICLE 9: INDEMNITY HOLD HARMLESS PROVISION To the fullest extent permitted by law, the ARCHITECT hereby agrees to defend, indemnify and hold harmless the CITY, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the CITY, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the ARCHITECT, its employees, or sub-contractors, or which may in any way result therefore, except that arising out of the sole legal cause of the CITY, its agents or employees, the CITY shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the CITY shall, at its own expense, satisfy and discharge the same.

ARCHITECT expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY, its officials, agents and employees, as herein provided.

ARTICLE 10: CONTRACTOR'S REPRESENTATIONS In order to induce the CITY to enter into this Agreement, the ARCHITECT makes the following representations:

- 10.1 ARCHITECT has examined and carefully studied the Contract Documents and other related data identified in the Bid Invitation Package including "technical data."
- 10.2 ARCHITECT is familiar with and is satisfied as to all federal, state and local law and regulations that may affect cost, progress, performance or furnishing of the PROJECT.

- 10.3 ARCHITECT is aware of the general nature of work to be performed by ARCHITECT that relates to the PROJECT as indicated in the Contract Documents.
- 10.4 ARCHITECT has given the CITY written notice of all conflicts, errors, ambiguities or discrepancies that ARCHITECT has discovered in the Contract Documents and ARCHITECT represents that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the PROJECT.
- 10.5 ARCHITECT warrants and represents that it is not in arrears to the CITY upon debt or contract, and that it is not a defaulter as surety, contractor, or otherwise, to any person, firm or entity.
- 10.6 ARCHITECT warrants and represents that ARCHITECT is financially solvent, that CONTRACTOR has the financial resources necessary to perform and complete the PROJECT in accordance with the Contract Documents, that ARCHITECT is sufficiently experienced and competent to complete the PROJECT and that the facts stated in its Proposal and the information given by ARCHITECT are true and correct in all respects.
- 10.7 ARCHITECT warrants and represents that ARCHITECT shall hereafter have no claim for payment or additional compensation based upon conditions at the work site or sites, or omissions, ambiguities or conflicts in the Contract Documents and CONTRACTOR shall only be entitled to an extension of time as provided in the Contract Documents.

ARTICLE 11: CLAIMS Any ARCHITECT claims concerning contract time, price, scope and payments shall be submitted in writing to the CITY within 30 calendar days of the occurrence giving rise to such claim. The CITY may submit a response to such claim within 21 days of receipt. The failure of ARCHITECT to submit a claim as provided herein shall constitute a waiver of the enforcement of such claim. The failure of the City to submit a response, as provided for herein, shall not constitute an acceptance of said terms.

ARTICLE 12: MISCELLANEOUS

- 12.1 Neither the CITY nor the ARCHITECT shall, without prior written consent of the other party assign or subcontract, in whole or in part, his interest under any of the Contract Documents and specifically, the ARCHITECT shall not assign any money due or to become due without consent of the CITY.
- 12.2 The CITY and the ARCHITECT each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in

respect to all covenants, agreements and obligations contained in the Contract Documents.

- 12.3 Any disputes arising under this Agreement shall be resolved under Illinois law and any such disputes shall be resolved in the 18th Judicial Circuit Court, DuPage County, Wheaton, Illinois. The City shall be entitled to recover reasonable attorney's fees in the event the City were to prevail in any such dispute.
- 12.4 Any and all materials created by ARCHITECT for and on behalf of the CITY shall be CITY property and shall be provided to the CITY upon the CITY's request.
- 12.5 The ARCHITECT shall have full control of the ways and means of performing the work referred to above and that the ARCHITECT or his/its employees, representative or subcontractors are in no sense employees of the CITY and that the ARCHITECT and any party employed by the ARCHITECT bears the relationship of an independent contractor with the CITY.
- 12.6 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

CITY OF WOOD DALE

By: Annunziato Pulice _____
Mayor Date

ATTEST: Lynn Curial _____
City Clerk

(FGM ARCHITECTS INC.)

By: Raymond K. Lee _____ 07.31.2020
Date

Print Name: Raymond K. Lee, AIA, LEED AP _____

Title: Principal-in-Charge _____

Address: 1211 W 22nd Street Oak Brook IL 60523 _____

Phone: 630.574.8711 _____

Email: rayl@fgmarchitects.com _____

(FGM ARCHITECTS INC.)

By: Andrew J. Jasek _____ 07.31.2020
Date

Print Name: Andrew J. Jasek, AIA _____

Title: Executive Vice President _____

Address: 1211 W 22nd Street Oak Brook IL 60523 _____

Phone: 630.574.8709 _____

Email: andyj@fgmarchitects.com _____

Appendix A - Insurance Requirements
City of Wood Dale
Certificate of Insurance Requirements

Contractor shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

a. Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois

b. General Liability Insurance:

i. Bodily injury, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;

ii. Property damage, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;

iii. Contractual insurance – broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.

c. Automotive Liability Insurance:

i. Bodily injury, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;

ii. Proper damage, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

d. Umbrella or excess liability coverage of \$5,000,000.

e. Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.

f. All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation.



FGM ARCHITECTS

Proposal for

Architectural Services

for

Covered Parking Structure for Wood Dale Police Station
Wood Dale, Illinois

Submitted to:

CITY OF WOOD DALE
404 N Wood Dale Road
Wood Dale, Illinois 60191

By:

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

July 27, 2020



1.0 SCOPE OF PROJECT

The City of Wood Dale would like to implement the covered parking structure option as presented in the Site Security study completed by FGM Architects in January of 2020. The City desires to provide a visibility and noise barrier from a potential apartment complex to be built directly south of the police station.

The covered parking structure will be an open-air structure with an acoustical precast wall along the property line adjacent to the proposed apartment complex. The noncombustible structure will span the parking lot and will hold off the existing police station approximately 10'-0" to provide adequate clearances from existing equipment and building systems.

2.0 SCOPE OF ARCHITECT'S SERVICES

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

2.1 Design and Construction Document Services

2.1.1 Schematic Design and Design Development Phases. (Note: Due to the project size, these two phases have been blended together.)

- .1 FGM shall prepare Schematic Design and Design Development Phase Documents consisting of drawings and other documents to establish and describe the size and character of the Scope of Work.
- .2 Design Documents will include floor plans, site plans and elevations of proposed parking structure to establish design intent of the project.
- .3 Meetings with the Owner and Municipal Code Authority are included in this phase as required.
- .4 We will update cost estimates near the end of the design phase.
- .5 Services that are not included in our proposed include the following items:
 - a. Environmental Site and Building Studies
 - b. Hazardous Material Remediation (soils, asbestos, lead, etc.)

2.1.2 Construction Document Phase

- .1 Upon approval of the Design Phase, FGM shall prepare Construction Documents for the Project. The Construction Documents shall consist of Contract Drawings, Specifications, and other necessary documents as required to secure a building permit for the Project.
- .2 Contract Documents prepared by FGM shall include architectural, structural, electrical, and plumbing drawings and specifications.
- .3 We will also coordinate with Owner's staff and City vendors as required.
- .4 FGM shall assist Owner in filing the required documents for permit approval from municipal authorities having jurisdiction over the project.



- .5 Owner will provide legal "front end" bidding requirements and bid form. FGM will assist as required.
- .6 Meetings with the Owner and Municipal Code Authority are included in this phase as required.
- 2.2.1 Bidding and Negotiation Services – The Owner has indicated that they will bid the project to General Contractors.
 - .1 FGM shall assist the Owner in soliciting bids from Contractors.
 - .2 Respond to questions and provide clarifications to bidders, and issue Addendums.
 - .3 A Pre-Bid Meeting is included. This can be performed on site or virtually.
 - .4 Review bids for compliance to Contract Documents and reference reviews.
 - .5 Preparation of Construction Contracts for Owner's legal review.
- 2.2.2 Construction Administration Services
 - .1 Construction administration services, including administration of contracts, submittal reviews, on-site observation visits, Owner/Architect/Contractor meetings, and punch list preparation will be provided on an hourly basis.
- 2.3 Consultants: FGM has included structural, mechanical, electrical, and plumbing engineering in our scope of work. The scope of work included is limited to the work required for the covered parking structure. FGM will coordinate with Owners Civil Engineer. Civil engineering is not included in this proposal.

3.0 ARCHITECT'S COMPENSATION

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

- 3.1 For all professional services in connection with Architectural and Engineering Design Services, Bidding and Negotiation Services and Contract Administration Services as described in Paragraph 2.0 above, we propose the following fee:

Construction Documents and Bidding and Negotiation – Lump Sum Fee

Design Development, Construction Document Phase	\$44,440.00
<u>Bidding and Negotiation Phase</u>	<u>\$8,600.00</u>
Total - Design and Construction Documents	\$53,040.00

Construction Administration Phase – Hourly Fee

Recommended Fee Allowance	\$15,000.00
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- 3.2 For any Additional Services authorized by the city beyond the scope of this Proposal, FGM shall be compensated on the basis of the hourly rates described in the attached





FGM ARCHITECTS

Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

- 3.3 In addition to the compensation above, FGM 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 \$1000.00**, which FGM shall not exceed without prior written approval of the city. Reimbursable Allowance includes costs for items 3.3.1 and 3.3.2 below.
 - 3.3.1 Expense of postage and/or delivery.
 - 3.3.2 Expense of printing
- 3.4 Payments shall be made monthly by the Owner to FGM upon receipt of FGM's invoice.
- 3.5 Payments shall be made by the Owner to FGM upon receipt of FGM's invoice in accordance with the Local Government Prompt Payment Act.
- 3.6 Non-payment of invoices shall constitute grounds for discontinuing service.
- 3.7 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within 2 months thereafter.

4.0 Form of Agreement

Contract Form: Should our proposal be acceptable; it is our intention to enter into a formal agreement using standard AIA Owner Architect contract forms with modifications as mutually agreeable.



If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service to the City of Wood Dale for this project.

Sincerely,

FGM ARCHITECTS INC.

Raymond K. Lee, AIA, LEED AP
Principal-in-Charge
Phone: 630.574.8711
Email: rayl@fgmarchitects.com

Andrew J. Jasek, AIA
Executive Vice President
Phone: 630.574.8709
Email: andyj@fgmarchitects.com





HOURLY RATE SCHEDULE

Effective November 1, 2018*

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 (Board of Directors)	\$250.00
Arch IV	\$195.00
Arch III	\$150.00
Arch II	\$120.00
Arch I	\$90.00
Intern	\$65.00
Interior Designer IV	\$185.00
Interior Designer III	\$145.00
Interior Designer II	\$120.00
Interior Designer I	\$85.00
Landscape Architect	\$160.00
Project Administrator III	\$110.00
Project Administrator II	\$85.00
Project Administrator I	\$75.00

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

