

AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25th day of June in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Wheaton Park District
102 E. Wesley St
Wheaton, IL 60187

and the Architect:
(Name, legal status, address and other information)

AltusWorks, Inc.
211 N. Clinton Street
Chicago, IL 60661

for the following Project:
(Name, location and detailed description)

Northside Park Girl Scout Cabin Stabilization and Utilization Improvements – Concept
Design Development
1300 N. West St.
Wheaton, IL

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

AltusWorks Proposal dated May 30, 2024 and information contained therein (the "Architect's Proposal"), which is attached hereto as Exhibit 1 and incorporated herein.

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in writing, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect's services consist of those services performed by the Architect, Architect's employees, and Architect's consultants and advisors. The Architect shall provide the professional services set forth in this Agreement consistent with the generally accepted professional skill and care ordinarily used by architects in designing projects, and providing the services similar to those required under this Agreement, of a comparable size and scope in the Chicago metropolitan area ("Standard of Care"). To the extent any services are engineering services which must be performed by a licensed engineer, those services shall be provided consistent with the generally accepted professional skill and care ordinarily used by engineers practicing in the Chicago metropolitan area under the same or similar

circumstances, of a comparable size and scope in the Chicago metropolitan area. The Architect shall perform its services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project.

§ 2.2 The Architect shall obtain and maintain, at no expense to Owner, insurance as set forth in the Insurance Requirements attached hereto as Exhibit A. If any of the requirements set forth in the Insurance Requirements are in addition to the types and limits the Architect normally maintains, the Architect shall obtain and maintain the insurance at its cost, it being understood and agreed that the cost of any and all requirements in the Insurance Requirements is already included in the Architect's Compensation.

(Paragraphs deleted)

§ 2.3 The Architect shall timely pay all sums due to its consultants in accordance therewith and shall not cause or permit any liens to be placed by any such consultants against the property or funds of the Owner, provided the Owner has timely paid the Architect for the consultants' scope of work in accordance with this Agreement. Upon Owner's request, Architect will provide Owner releases and waivers of lien from Architect and Architect's consultants and subconsultants in the performance of its Services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Basic Services to be provided by the Architect are those as described in the Architect's Proposal, and this Agreement. The Architect's Proposal and this Agreement are complimentary and supplementary, and the Architect shall provide all services described therein and herein. The Architect's Proposal is fully incorporated herein by reference and made a part of this Agreement. In the event of a conflict between or among the foregoing items, the provisions in the Proposal shall take priority, followed by this Agreement, unless priority is revised in writing by another document. Basic Services include usual and customary structural, mechanical, and electrical engineering services, but excludes such services in the Proposal identified as Exclusions therein. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall be entitled to reasonably rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 Architect shall submit to Owner the Design Documents as defined herein within the time provided for in the Proposal upon final execution of this Agreement. Owner may extend the time to provide the Design Documents for good cause upon request of the Architect provided, however, that no additional compensation will be paid to Architect. Any such extension shall be in writing.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner to ascertain the requirements of the Project and shall review and comply with all laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Assessment and Concept Design Documents (the "Design Documents") as more fully described in Architect's Proposal for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. Any such Supplemental Services must be approved in writing by the Owner in advance. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services as many visits to the site by the Architect as deemed necessary by the Architect.

§ 4.2.3 Intentionally omitted.

§ 4.2.4 Intentionally omitted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and known limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 Intentionally omitted.

§ 5.3 To the extent possessed by Owner and not previously provided to Architect, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided and request that the Architect be named as an additional insured on such applicable policies.

§ 5.5 If applicable, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 Included in Architect's Basic Services is development of an estimate of the cost to construct the work designed by Architect (the "Cost of the Work"). For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, reasonable overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The preliminary estimate of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 Intentionally omitted.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Architect grants to the Owner a non-exclusive, perpetual, irrevocable and royalty-free license to use the Architect's Instruments of Service solely and exclusively for purposes of completing the design of, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant this Agreement. The Architect shall obtain similar non-exclusive, perpetual, irrevocable and royalty-free licenses from the Architect's consultants in favor of the Owner and consistent with this Agreement. The licenses granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established in this Agreement, solely and exclusively for use in performing services or construction for the Project. Notwithstanding the foregoing, the Architect retains the right to use standard design elements and architectural details which are neither unique to the Owner or the

Project or related to the business of the Owner.

Should the Owner (a) use the drawings, renderings, specifications or other materials (hereinafter "Instruments of Service") on other projects or provide the Instruments of Service to third parties for their use on other projects or (b) upon termination of the Architect's services before completion of the Construction Documents phase, use the Instruments of Service for completion of this Project by others, the Owner shall release Architect from liability or claims arising from such use and shall defend, indemnify and hold harmless Architect from and against any and all claims, suits, demands, losses and expenses, including reasonable attorney's fees and legal expenses and all interest thereon, accruing from or arising from any of the foregoing uses.

(Paragraphs deleted)

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than two (2) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the, consultants, agents, and employees of the other, for damages. The Owner or the Architect, as appropriate, shall require of the consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Dispute Resolution

§ 8.2.1 Intentionally omitted.

§ 8.2.2 Intentionally omitted.

§ 8.2.3 The method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. If the suspension lasts more than 60 consecutive days, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 The Owner may suspend the Architect's Services or the Project at the Owner's convenience and without cause at any time upon written notice to the Architect. If the Project or the Architect's Services are suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's fees for the remaining services and the time schedules for the performance of the Architect's services shall be equitably adjusted, if and as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the Services in accordance with this Agreement, for breach by the Architect of any provision of the Agreement, or for any other reason which is the fault of the Architect.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. Alternatively, if the Project is suspended by the Owner for more than ninety (90) cumulative days for reasons other than the fault of the Architect and the Owner agrees to continue with the Project, in addition to being compensated for services performed prior to notice of such suspension, shall be compensated for reasonable and documented expenses incurred in the interruption and resumption of the Architect's services and the Architect's fees for the remaining services and the time schedule shall be equitably adjusted.

§ 9.4 Either party may terminate this Agreement upon written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Should either party exercise its right of termination, the written notice shall set forth the reason for termination by describing the nature of the breach and shall allow the breaching party not less than seven days to cure.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause, in which event, Architect will be compensated as provided in Subparagraph 9.6.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents prepared by Architect in the performance of its Services under this Agreement, including without limitation all drawings and specifications, and all models prepared by the Architect for the Project prior to the effect date of termination, so as to avoid any delay or increased cost of the Project.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the Illinois law. In the event either party initiates litigation regarding or under this Agreement, the only proper jurisdiction and venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties hereby consent to the jurisdiction of and the proper venue in said Court and waive any challenge to same. Nothing contained in this Agreement shall be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 Intentionally omitted.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) Architect's fees shall not exceed twenty four thousand seven hundred fifty dollars and no cents (\$24,750.00). Architect's consultants' fees and costs, including for KENG, and Architect's reimbursable expenses are included in the Architect's fees, but the costs and fees of any consultants other than KENG shall be in addition to Architect's fees and shall be agreed to by Owner in writing in advance but shall not exceed three thousand five hundred dollars and no cents (\$3,500.00). Total Architect's fees, consultant fees and costs, and reimbursable expenses shall not exceed twenty-eight thousand two hundred fifty dollars and no cents (\$28,250.00)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Owner and Architect shall agree in writing to the compensation to be paid for any Supplemental Services before the Architect provides any Supplemental Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The Owner and Architect shall agree in writing to the compensation to be paid for any Additional Services before the Architect provides any Additional Services.

§ 11.4 No Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be paid by Owner unless Owner and Architect agree in writing to the compensation to be paid for Architect's consultant's Supplemental or Additional Services before the Architect's consultant provides any Supplemental or Additional Services.

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are included in the stipulated sum set forth in Section 11.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8

(Paragraphs deleted)

Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Architect and the Architect's consultants. Architect shall provide all supporting documentation of Reimbursable Expenses.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

(Paragraphs deleted)

§ 11.9.2.1 Payments shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner at the time reimbursement is requested.

§ 11.10 Any provision of this Agreement to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

- .1 Architect is in default of any of its obligations under this Agreement;
 - .2 Any part of such payment is attributed to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which are performed in accordance with the Agreement; or
 - .3 Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services, unless Owner has failed to make payments to Architect for the Services of these persons after Architect has timely applied for such payment in accordance with this Agreement.
- However, Owner shall make payments of all undisputed amounts in accordance with the terms of this Agreement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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User Notes:

(1920413539)

(Include other terms and conditions applicable to this Agreement.)

§12.1 Notwithstanding any other provision of this Agreement, if either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract or to seek a declaration of rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses and costs incurred (including but not limited to expert fees, transcription fees, deposition costs, copying and other costs) pertaining thereto including those fees and costs related to any appeal.

§12.2 This Contract contains the entire agreement between the parties. There are no covenants, promises, conditions, or understandings, either oral or written, other than those contained herein or those that may be added by amendment.

§12.3 If the Park District fails to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Park District may cancel, without termination charges, by giving Architect at least thirty (30) days prior written notice of termination.

§12.4 The Architect, its employees and consultants agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

§12.5 Architect warrants and represents that it has not violated, and will not violate, any provisions of the Illinois State Officials and Employees Ethics Act in responding to the solicitation for bids for the Contract.

§12.6 The Park District does not pay Federal Excise Tax or Illinois Sales Tax.

§12.7 To the fullest extent permitted by law, the Architect and its consultants shall defend, indemnify and hold harmless the Owner, its officers, officials, employees, volunteers and agents and any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Architect's services, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property loss of use therefrom, but only to the extent arising out of the acts or omissions of the Architect, Architect's consultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person. Architect's obligations under this Section shall survive the termination of the Contract.

§12.8 Architect hereby makes the following certifications:

- .1** Architect has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- .2** Architect shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- .3** To the best of Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.



- .4 Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Architect has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Architect's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Architect further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- .5 (i) Architect's proposal was made without any connection or common interest in the profits anticipated to be derived from the Agreement by Architect with any other persons submitting any bid or proposal; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Architect without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Architect's bid proposal or in Architect, (iv) the Architect has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Architect. Additionally, the Architect shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- .6 Architect knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Architect further certifies that Architect is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- .7 Neither Architect nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- .8 Architect is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Architect further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Architect.
- .9 If Architect has 25 or more employees at the time of letting of this Agreement, Architect knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Architect further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a violation of the Illinois Drug Free Workplace Act.
- .10 Architect further understands and agrees: a) that because Owner is an Illinois unit of local government, all documents associated with this Project may be subject to disclosure pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA"); b) Architect shall comply with the requirements and provisions of FOIA and, upon request of the Owner's designated Freedom of Information Act Officer (FOIA Officer), Architect shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Architect that is deemed a public record under FOIA.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

1 - Architect's Proposal dated May 30, 2024
A- Insurance Requirements
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Michael Benard Executive Director
(Printed name and title)



ARCHITECT (Signature)

Ellen F. Stoner President
(Printed name, title, and license number, if required)

Init.

EXHIBIT A

Insurance Requirements

The Consultant shall maintain the following insurance for the duration of the Agreement. (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1. General Liability: Consultant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing similar coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing similar coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Automobile Liability: Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Workers' Compensation: Consultant shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Consultant waives all rights of subrogation against Owner and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Consultant's work.

4. Professional Liability: Consultant shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$2,000,000 aggregate.

General Insurance Provisions

1. Evidence of Insurance: Prior to beginning work, Consultant shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Consultant from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. Consultant shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

2. Acceptability of Insurers: For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage: If Consultant's liability policies, except Professional Liability, do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the Owner.

5. Subcontractors: Consultant shall cause each subcontractor employed by Consultant to purchase and maintain insurance of the type specified above. When requested by the Owner, Consultant shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.



May 30, 2024

Mr. Steve Hinchee
Superintendent of Planning
Wheaton Park District
102 E. Wesley St
Wheaton, IL 60187

Via email: shinchee@wheatonparks.org

Re: Stabilization and Utilization Improvements
Northside Park Girl Scout Cabin, 1300 N. West St, Wheaton IL

Dear Mr. Hinchee,

We are pleased to submit our proposal for professional services related to stabilization, utilization improvements and cost life cycle analysis for Wheaton Park District's Northside Park, Girl Scout Cabin.

At the Girl Scout Cabin, we understand that you wish to explore:

1. Stabilization options to prolong usability.
2. Roof replacement.
3. Replacement cost compared to restoration.

Scope of Services

Assessment/Concept Documents

1. Visit the site to confirm conditions of the cabin, record advanced deterioration and/or new conditions.
2. Develop reroofing options by way of a written scope matrix.
3. Develop stabilization options by way of a written scope matrix.
4. Develop concept design documents for full replacement of the log cabin with a new log cabin structure of similar size and programs in compliance with 2022 ICC 400 Standard on the Design of Log Structures. Documents will include:
 - a. Site plan
 - b. Annotated concept plan
 - c. Narrative outlining mechanical, electrical, plumbing, and life safety building systems.
5. Prepare an order of magnitude cost estimate for:
 - a. Stabilization.
 - b. Reroofing.
 - c. Replacement with similar structure compared to restoration estimate prepared under earlier contract.
6. Present findings of our site condition confirmation and recommendations through a virtual meeting.



7. Update and finalize documents based meeting discussion.

Design Documents

Not included

Construction Documents

Not included

Bidding and Permit

Not included

Construction Phase Services

Not included

Once a direction is selected, we can prepare a modification to our contract to complete the design services to implement the selected scope of work.

Schedule

We anticipate the project duration to be 6-8 weeks. We will commence services within 2 weeks from receipt of an executed contract.

Exclusions

- Any design services related to scope items not specifically identified above.
- Federal Historic Tax Credit or National Register Nomination consulting services.
- Environmental testing, design, or remediation.
- Material or water testing or inspection openings.
- Development of scope for interior programming.
- Public or coordination meetings apart from the planned site assessments and meeting to review recommendations and options with Wheaton Park District staff.
- Attendance by project consultants besides AltusWorks at any coordination meetings or public hearings.
- Plat of survey, geotechnical reports, civil engineering, or landscape architecture.
- No hard copies of reports will be submitted.

Fee Summary

Fees are based on full scope of services, if services are reduced, we reserve the right to renegotiate our fees for the remaining services.

Service	Fee
Assessment/Stabilization	\$10,750
Concept Design	\$14,000
SUBTOTAL	\$24,750

Expenses and Consultants

Cost estimator	\$3,500
E&C SUBTOTAL	\$3,500
TOTAL	\$28,250



This proposal is based upon terms that were previously agreed upon for the assessment phase of this project.

Should you have any questions or require additional clarification, please contact me directly at your convenience. We appreciate the opportunity to present our proposal. We look forward to assisting the Wheaton Park District in initiating this project.

Regards,

AltusWorks, Inc.

Ellen F. Stoner
Principal

Cc: File

