

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-ninth day of September in the year Two Thousand Twenty-Five
(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 East Wesley Street
Wheaton, 60187-5934

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

FGM Architects
1 Westbrook Corporate Center, Suite 1000
Westchester, Illinois 60154

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

Wheaton Park District Arrowhead Driving Range Improvements
26W151 Butterfield Road
Wheaton, IL 60189

Driving Range

- Enclosure for tees with heat by Cover the Tees or equal
- Top Tracer technology
- Lighting
- Connection to support facility
- Redesign and expansion of current short-game practice area

Support Facility

- Appropriately sized bar & grill area
- Indoor / outdoor seating for customers to wait
- 2 to 4 indoor golf bays
- Restrooms
- Designed and situated to preserve views to the golf course from the clubhouse
- Range ball cleaning and storage area

Access Route

- Route through clubhouse building vs. east side of building
- Route improvements and wayfinding signage

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As more fully set forth in Owner's Request for Proposals dated April 2, 2025 ("Owner's Request for Proposals" or "Owner's RFP"), which is attached and incorporated in full as Exhibit A, and in Architect's Proposal dated April 25, 2025 ("Architect's Proposal"), which is attached and incorporated in full as Exhibit B, develop concept plans, final architectural plans, cost estimate, coordinate permitting, and administration of construction for Arrowhead Driving Range Improvements, including heated enclosures for tee areas with ball tracing technology, support facility to house food, beverage, restroom, access route from driving range.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Schematic Design Phase	2 months from Agreement approval
Design Development Phase	2 months from Schematic Design approval
Construction Document Phase	3 months from Design Development approval
Procurement Phase approval	2 months from Construction Document approval

.2 Construction commencement date:

Construction Administration Phase 6-8 months from Construction Agreement approval

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

None.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Sealed competitive bidding in accordance with applicable public bidding and contracting requirements.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Michael Benard
102 East Wesley Street
Wheaton, 60187-5934
630-665-4710
mbenard@wheatonparks.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be retained by Owner

.2 Civil Engineer for Design Development through Construction Phase Services:

To be retained by Owner

.3 Information Technology Design

To be retained by Owner

.4 Construction Phase Testing

To be retained by Owner

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Daniel T. Nicholas
FGM Architects, Inc.
1 Westbrook Corporate Center, Suite 1000
Westchester, Illinois 60154

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be retained by Architect

.2 Mechanical Engineer:

To be retained by Architect

.3 Electrical Engineer:

To be retained by Architect

.4 Plumbing Engineer

To be retained by Architect

.5 Fire Protection Engineer

To be retained by Architect

.6 3rd Party Cost Estimating (Schematic Design Phase Only)

To be retained by Architect

.7 Civil Engineer for Schematic Design Phase only

To be retained by Architect

§ 1.1.11.2 Consultants retained under Supplemental Services:

No Consultants have been authorized to be retained under Supplemental Service by the Owner as of the date of the Agreement.

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall by subsequent written agreement appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect's services consist of those services performed by Architect, Architect's employees, and Architect's consultants and advisors. The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals within the scope of Basic Services. The scope of Basic Services to be provided by the Architect includes those services and other deliverables as specified in Owner's RFP and Architect's Proposal. Architect's Proposal is incorporated into this Agreement as Exhibit B. To the extent the Proposal conflicts with this Agreement, this Agreement controls.

§ 2.2 The Architect understands and acknowledges that it has been engaged by the Owner to provide Architect's services based, in part, on the Architect's expertise, experience and qualifications in providing architectural services comparable to those to be provided under this Agreement and on projects comparable in kind and scope to this Project. The Architect's services shall be performed properly and expeditiously to permit the orderly and timely progress and proper performance both of the Architect's services and the Work, consistent with such professional skill, care and diligence and good architectural practices as are exercised by a competent architect with experience in the design and administration of projects of comparable kind and scope to this Project and practicing architecture in the Chicago metropolitan areas (such skill, care, diligence and practices being hereinafter referred to as the "Professional Standard of Care"). To the extent any services are engineering services which must be performed by a licensed engineer, those services shall be provided comply with the Professional Standard of Care applicable to engineers.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. All persons connected with the Architect as an officer, employee or agent of or consultant to the Architect, who are the persons identified by the Architect and its engineering consultants as directly in charge of the professional architectural or engineering services performed as part of Architect's services, are, and for so long as any services shall be provided under this Agreement, shall be duly registered and licensed under and in accordance with Illinois laws regarding the practice of architecture and engineering, as applicable to this Project. The Architect's consultants providing services with respect to the Project shall be otherwise qualified and possess the skill and competence required to perform the services properly. The Architect shall be responsible to the Owner for the acts and omissions of its employees, agents and consultants, and their respective employees and agents with respect to the services provided under this Agreement.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that compromises or would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability, and if necessary, commercial umbrella insurance with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent 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 for liabilities caused by the Architect) or assumed in a business contract. The Owner shall be included as an additional 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 explosion, collapse, or underground property damage provided, however, that if Architect's CGL policy excludes pollution liability, then Architect's professional liability policy shall provide pollution liability coverage, and Architect shall require all subcontractors performing any excavation or digging to provide pollution liability coverage.

§ 2.5.2 Automobile Liability, and if necessary, commercial umbrella liability insurance, covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. 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.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall by endorsement cause the primary and excess or umbrella, if any, policies for Commercial General Liability and Automobile Liability to include the Owner, its elected and appointed officials, employees as additional insureds for claims to the extent caused by the Architect's negligent acts or omissions. The additional insured coverage shall by endorsement be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance and endorsements to the Owner that evidence compliance with the requirements in this Section 2.5, and upon written request of the Owner shall provide declarations (with premium amounts redacted) within 10 days of Owner's request. If there is a denial of coverage to the Owner by the Architect's general liability or automobile liability insurer, the Architect shall provide copies of insurance policies within 10 days of Owner's written request. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a Best's Key Guide Rating of at least A / VII. All specified policies shall by endorsement incorporate a provision requiring thirty days' written notice to the Owner prior to insurer directed cancellation (except due to Non Payment of Premium), and for insurer directed non-renewal of any such policies. Prior to beginning services, the Architect 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. Written notice shall be by U.S. Mail. 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 the Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect 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 Agreement at Owner's option.

§ 2.5.9 If Architect's commercial general liability policy does not contain the standard ISO separation of insureds

provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

§ 2.5.10 Deductibles and Self-Insured Retentions. The Architect has advised Owner that its current deductibles are \$250,000 for Professional Liability. The Architect shall promptly notify Owner of any increase in any of its deductibles during the term of this Agreement.

§ 2.5.11 Architect's consultants. The Architect shall cause each consultant employed by Architect to purchase and maintain insurance of the type specified above with limits as specified by the Architect. When requested by the Owner, the Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

§ 2.6 The Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Construction Documents authored by the Architect or its consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity for damages sustained or expense incurred because of, or arising out of, Architect's negligent errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement. The grant of various rights to the Owner under this Agreement, and/or the failure of the Owner to exercise those rights do not and shall not create any responsibility or liability in the Owner for any error or omission of the Architect in the provision of its Services. Notwithstanding this provision, the Owner shall be responsible for all design decisions directed by the Owner over the specific written contrary recommendation of the Architect.

§ 2.7 All consultant agreements between the Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultant's to perform their scope of services in the same manner and to the extent that the Architect is bound to the Owner in accordance with this Agreement. The Architect shall timely pay all sums to its consultants in accordance therewith upon payment by Owner of undisputed invoices and shall not cause or permit any liens or public bond claims to be placed by any such consultants against the property or funds of the Owner provided Owner has paid Architect the sums due to (and such sums are not in dispute or Owner is otherwise entitled to withhold such sums in accordance with this Agreement,) the Architect's consultants in accordance with this Agreement. The Architect will provide Owner current waivers and releases of lien from Architect on account of the payment sought in the invoice, and for Architect's consultants, the Architect will provide Owner lien waivers for the prior payment paid to them in the performance of its services. To the fullest extent permitted by law, Architect shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of Architect's consultants of any tier only if the Owner has made payment to the Architect of the sums which are the subject of the lien claim or other claim for payment, and this obligation shall survive the termination or expiration of this Agreement. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Architect.

§ 2.8 The Architect shall furnish a competent and adequate staff, and contract with competent consultants as necessary for the proper administration, coordination, supervision and performance of the Architect's services. The Architect's representative shall not be changed without the consent of the Owner, unless such person becomes ill, incapacitated, unable to perform their duties, or leaves the employ of the Architect, in which event the substitute must first be approved in writing by the Owner which approval shall not be unreasonably withheld or delayed. The Architect agrees that the Architect will change its assistants assigned to provide the services at the reasonable request of the Owner, if, in the Owner's reasonable opinion, based on actual instances of deficient performance, such person's performance does not equal or exceed the Professional Standard of Care, or the acts or omissions of such person are detrimental to the timely and/or proper performance of the Architect's services or the Work; provided however that the Owner's exercise of such right or failure to exercise such right shall not affect Architect's responsibility or liability for the proper performance of its services. The Architect accepts responsibility for the acts and omissions of its employees and consultants. The Architect's removal or replacement of an employee and/ or consultant pursuant to this provision shall not be deemed an admission of liability on the part of the Architect. The Architect shall coordinate all aspects of the Architect's services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Owner's Request for Proposals for the Project, the Architect's Proposal, this Article 3 and include usual and customary architectural, structural, mechanical, electrical, and plumbing engineering, interior design, and fire protection services, civil engineering services for Schematic Design only and a third party cost estimating consultant for Schematic Design only. The Owner's RFP, the Architect's Proposal and this Agreement are complimentary and supplementary, and the Architect shall

provide all services described in or implied from all of these documents taken as a whole. Services not set forth in this Article 3 or in Architect's Proposal as a Basic Service may be provided as Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner on a regular basis and in accordance with the Architect's Proposal.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall review the services and information provided by the Owner and the Owner's consultants and provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Owner's Board of Commissioners' review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, or by subsequent written agreement of the parties, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. Notwithstanding, if Owner proposes to take such action without the Architect's approval, and Architect knows of such action and believes such action may be detrimental to the aesthetic, architectural, structural and/or functional aspects of the completed Project, the Architect shall so inform the Owner, in writing and with specificity, as soon as is reasonably practicable.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 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. The Architect shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the Project if necessary, and shall present such documentation to the Owner for review, approval and execution, if necessary. The Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction.

§ 3.2 Schematic/Concept Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall immediately in writing notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project, and (3) any impact that the selected delivery method may have on the scheduled completion of the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation and preliminary estimate of the Cost of the Work to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, and based upon the Owner's then-current budget, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall provide a third party cost estimator to provide an estimate of the square foot construction cost and a total Project Budget estimate which includes site and building construction costs, including a furniture, fixture and equipment allowances and design and construction contingencies and other soft costs and shall submit to the Owner an estimate prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, meet with the Owner to review the Schematic Design Documents and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, plumbing and fire protection systems. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, meet with the Owner to review the Design Development Documents and advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work and shall include all drawings and specifications required to obtain the required permits and approvals from the governmental authority(ies) having jurisdiction over the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms, with alternate bid requirements if any; (2) the form of agreement between the Owner and Contractor; and (3) the General Conditions of the Contract for Construction (General, Supplementary and other Conditions) as modified by Owner's attorney. The Architect shall also compile a project manual that includes the Owner-modified General Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Architect shall provide all services in the Construction Documents and the permitting obligations in accordance with Architect's Proposal sufficient to obtain all required approvals and permits from the governmental authority or authorities having jurisdiction over the Project.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall develop bidders' interest in the Project. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids or ; (2) confirming responsiveness of bids or proposals and the responsibility of bidders or proposers; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and assisting the Owner in conducting a pre-bid conference for prospective bidders;
- .3 in consultation with the Owner, preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and assisting the Owner with the Owner's conducting of the opening of the bids, assisting the Owner in determining the responsiveness of bids and investigation the responsibility of bidders, and subsequently documenting and distributing the bidding results and notice of award, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders, unless such substitution(s) require the Architect or its Consultants to provide additional design services in which case the Architect shall be entitled to Additional Services.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.0 Section 3.5.3 and its subparts shall only apply if and to the extent Owner directs the Architect in writing that the Work, or portions thereof, may be procured by negotiated proposals instead of competitive bidding as otherwise required by law. The Architect shall follow the Owner's directions regarding the method of procurement for all portions of the Work.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary

report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.4 If the Architect recommends that the Owner disqualify or reject a bidder or proposer, as the case may be, based upon a lack of responsiveness and/or responsibility, the Architect shall provide a written recommendation to the Owner setting forth with specificity the basis of the proposed disqualification or rejection and providing all evidence necessary to establish that the subject is not responsive and/or responsible. The Owner, upon the advice of the Architect, will make any and all determinations as to the responsiveness and/or responsibility of bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, except if the Architect fails to provide written notice as required in Article 3.6.2.1 of this Agreement and such failure causes specific damages to the Owner beyond those damages caused by the Contractor's failure to properly perform the Work. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees, or any other person performing any of the Work. Construction Documents furnished by the Architect that are found to contain any error or omission shall be promptly corrected by the Architect at no cost to the Owner. These provisions shall not limit the Owner's remedies under this Agreement.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the initiation of Construction Phase services and terminates thirty (30) days from the date the Architect properly issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Each site visit shall be combined with on-site project meeting with Owner and Contractor. After each site visit, the Architect shall provide the Owner a written report about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Architect's failure to exercise the Professional Standard of Care applicable to Architect's services.

§ 3.6.2.2 The Architect has the authority and the responsibility to the Owner to reject Work observed or otherwise known by the Architect that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor,

Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and make recommendations to the Owner concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall have no responsibility or liability for the Owner's failure to follow the Architect's interpretations and recommendations.

§ 3.6.2.5 To the extent required by the Contract Documents, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall review and certify Contractor provided Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, and based on the Architect's exercise of the Professional Standard of Care that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The Architect shall only issue a certificate of final payment to Contractor upon Contractor's submittal of all warranties and guarantees to Architect as required by the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and, if acceptable, approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review in accordance with the Professional Standard of Care. The Architect shall review and respond to submittals within fifteen (15) working days.

§ 3.6.4.2 The Architect shall review and, if acceptable, approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, to determine if the submittals are consistent with the Contract Documents. Where appropriate, the Architect shall require its consultants to review and approve, or take other appropriate action on the submittals. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Unless otherwise indicated in such review, the Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take

appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, unless the Architect knows that such submittals contain errors or omissions or do not conform to the Contract Documents.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall be made in a form approved by the Architect and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness so as to not cause delay in the Work or in the activities of Owner or Contractor. If deemed appropriate by the Architect, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents and shall regularly notify the Owner of same at progress meetings.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4.2, the Owner shall require its Contractor shall prepare, and the Architect shall review, and recommend approval if acceptable, Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.1.1

The Architect shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation. If necessary, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may, at the Owner's option, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work and shall regularly notify the Owner of same at the construction progress meetings. The Architect shall, at appropriate intervals, update the Construction Documents to incorporate all approved changes in the Work, and to create Record Drawings showing all changes made by the Architect. The Owner shall require the Contractor to prepare and maintain record drawings for field changes.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 if and when deemed appropriate by the Architect, issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 if and when deemed appropriate by the Architect, the Architect shall request from the Contractor a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, schedule and conduct a meeting with the Owner to review the facility operations and performance and determine any outstanding warranty work.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Except if indicated below to be in Basic Services, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect – in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering for DD through Construction Phase Services	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Architect – in Basic Services
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	By Owner

§ 4.1.1.22	Security evaluation and planning	By Owner
§ 4.1.1.23	Commissioning	Not provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25	Fast-track design services	Not provided
§ 4.1.1.26	Multiple bid packages	Not provided
§ 4.1.1.27	Historic preservation	Not provided
§ 4.1.1.28	Furniture and furnishings selection	Architect – in Basic Services
§ 4.1.1.29	Other services provided by specialty Consultants	Not provided
§ 4.1.1.30	Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 and authorized by the Owner as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

No Consultants have been authorized to be retained under Supplemental Service by the Owner as of the date of the Agreement.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Telecommunications, Security, Audio/Visual. Point of Sale. The Architect shall provide rough-in drawings for Bidding to support the Owner approved design.

§ 4.1.2.3 The Owner may, after execution of this Agreement, authorize the following Supplemental Services by written Supplemental Services Authorization signed by the Owner and Architect. If so authorized in writing by the Owner pursuant to a Supplement Services Authorization, the estimated fee is anticipated to be as follows:

Civil Engineering	Estimated fee between \$20,000 - \$40,000 for DD through CA Phase
Site Survey	Estimated fee between \$5,000 - \$6,000
Private Utility Locate	Estimated fee between \$2,000 - \$3,000
Golf Course Design	Estimated fee between \$7,000 - \$10,000 (excluding irrigation)
Landscape Design	Estimated fee between \$5,000 - \$8,000
Food Service Design	Estimated fee between \$10,000 - \$15,000

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. 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 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization and approval of a fee for such Additional Services:

- .1 Services necessitated by a change in the Initial Information, 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;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Intentionally Deleted;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- (deleted and included in Basic Services);
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, and invoice the Owner at rates that shall not exceed the hourly rates contained in the Proposal. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's repeated requests for information that are not prepared in accordance with the Contract Documents or where such requests are made outside the normal and custom practice or when such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 (deleted and included in Basic Services);
- .4 Evaluating an extensive number of Claims if and to the extent the Architect is serving as the Initial Decision Maker; or,
- .5 Evaluating an extensive number of substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (2) visits on average per month (one every two weeks) to the site by the Architect during construction
- .3 (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (2) inspections for any portion of the Work to determine final completion.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect and provide information in a timely manner regarding requirements for and limitations on the Project, as requested by the Architect in writing and reasonably necessary for the Architect to perform its services.

§ 5.2 The Owner shall establish and consult with the Architect to periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the

Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's representative shall advise the Architect when Board or Committee approval is required for any directive of the Owner's representative. The Owner shall render decisions and approve the Architect's properly submitted submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys as requested by the Architect, or authorize the Architect as an Supplemental Service to provide surveys, to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations and, upon reasonable advance written request of the Architect, directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services. The Architect shall assist with soliciting proposals and provide recommendations for the terms of such agreements as necessary.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.9 The Owner shall, upon the Architect's request, 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.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall use reasonable efforts provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, provided that the failure of the Owner to provide such notice shall not waive any of Owner's rights or remedies under this Agreement or otherwise.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and

responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, as amended.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 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 Architect's consultants, and shall include contractors' general conditions costs, overhead and profit and design and construction contingencies and alternates designed, but shall not include the cost of any professional services to be provided by Owner as set forth in Section 1.1.9. To the extent the Project is not completed, the Cost of the Work shall be the Contractor's bid price, as modified by any Change Orders then executed or if not bid, the current estimate of the Cost of the Work. 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. The Cost of the Work does not include Work for which the Architect has performed designs, specifications or drawings designs as an Additional Service. Instead, the Architect's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates 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.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 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 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work and rebid the Project; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, without any additional

compensation and as part of Basic Services, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents and rebid the Project because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work the Architect's services for modifying the Construction Documents and rebidding the Project shall be without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.01

Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or the Owner's business). Provided the Owner is not in default under this Agreement, the Owner owns the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights, and the Architect hereby waives all common law, statutory and other reserved rights, including copyrights, in and to the Instruments of Service (with the exception of standard design elements, architectural design elements, architectural details, and industry or trade specifications which are not unique to the Owner or the Owner's business). Provided the Owner is not in default under this Agreement, the Owner may use the Instruments of Service for future additions or alterations to this Project or for other projects, which use shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. 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, 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 the Project by others, the Owner shall release Architect from liability or claims arising from such use and shall defend, indemnify and hold harmless the Architect from and against any and all claims, suits, 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. Should the Owner terminate the Architect after completion of the Construction Documents and make or cause to be made other changes or modifications to the Construction Documents for the Project, Owner releases Architect from liability or claims arising from such modifications or changes and shall defend, indemnify and hold harmless Architect from and against all claims, suits, losses and expenses, including reasonable attorney's fees and legal expenses and all interest thereon, accruing from or arising from such changes or modifications to the Instrument of Service from this Project.

§ 7.1 The Architect and the 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.

§ 7.5 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 effective date of termination, so as to avoid any delay or increased cost of the Project.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Causes of action by the parties to this Agreement pertaining to the performance and/or breach of this Agreement shall be deemed to have accrued and the applicable statutes of limitation and repose shall operate as provided by Illinois law.

§ 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 contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, 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 9.7.

§ 8.2.4 The method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

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.

§ 8.2.5 The exclusive jurisdiction and venue for any litigation shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties to this Contract hereby waive any challenge to same, and further consent to venue in, and jurisdiction of, said Court.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with this Agreement, and said invoices for services and/or expenses are not in dispute, such failure shall be considered, cause for suspension of performance of services under this Agreement. Prior to such suspension, the Architect shall give seven days' written notice to the Owner. 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 for services and expenses properly rendered and incurred. The time schedule for performance of the Architect's services shall be equitably adjusted and the Architect's fees for the remaining services and the time schedules shall be equitably adjusted if such suspension exceeds sixty (60) days.

§ 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, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the time schedule for the performance of the Architect's services shall be equitably adjusted, and the Architect's fees for the remaining services shall be equitably adjusted if such suspension exceeds sixty (60) days, 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 this 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.

§ 9.4 Either party may terminate this Agreement upon not less than fourteen days' 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.

§ 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.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, , the Owner shall

compensate the Architect for services performed prior to termination and Reimbursable Expenses properly incurred. 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 in-progress and final documents prepared by Architect in the performance of its Services under this Agreement

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. Such expiration shall not affect rights under this Agreement that have accrued at the time of expiration or may later accrue.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 If the Architect is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Architect's insolvency, or if any provision of the bankruptcy law is invoked by or against the Architect, or if the Architect persistently or repeatedly refuses or fails (except in cases for which extension of time is provided), to perform the Architect's services in accordance with the Agreement, then notwithstanding any other rights or remedies granted the Owner, the Owner may, without prejudice to any other right or remedy, (i) terminate the employment of the Architect and/or (ii) finish the Architect's services by whatever method the Owner may deem expedient. In such case, the Architect shall not be entitled to receive any further payment until Architect's services are finished and the Owner may be entitled to recover and deduct from any remaining amounts due Architect all damages recoverable by law.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois. 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 A201-2017, General Conditions of the Contract for Construction.

§ 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 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 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 Unless otherwise required in this Agreement, 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. The Architect shall report to Owner any hazardous materials discovered by Architect at the Project site.

§ 10.7 Upon Architect's prior written consent from the Owner, 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. The Architect shall be given reasonable access to the completed Project to make such representations if such consent is granted. However, the Architect's materials shall not include the Owner's confidential or proprietary information or any other information prohibited by law from disclosure. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination or expiration of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination or expiration of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, attorneys, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, attorneys, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information considered as "confidential" or "business proprietary" by Owner.

§ 10.9 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.

§ 10.10 Indemnification. Notwithstanding the provisions in the Owner's RFP, the provisions of this section shall apply regarding Architect's defense and indemnification obligations. To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner and its officers, officials, and employees, from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) to the extent caused by any negligent or wrongful act or omission of the Architect, Architect's consultants and sub-consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Architect's obligations under this paragraph shall survive the termination of this Agreement. Nothing herein shall be construed to require the Architect to indemnify an Indemnitee for its own negligence.

§ 10.11 Notwithstanding any provision of this Agreement to the contrary, the Owner's review and/or approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy, completeness or correctness of such documents, and shall in no way create any liability on the part of the Owner (notwithstanding any professional skill and judgment possessed by the Owner) for errors, inconsistencies or omissions in any approved documents.

§ 10.12 Independent Contractor. The Architect agrees that all services performed under this Agreement are being performed by Architect as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Architect, Architect's employees, subcontractors, subcontractors' employees or any person supplied by Architect in the performance of Architect's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. The Architect and the Architect's consultants shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Architect from its consultants, if any, on behalf of Owner.

§ 10.13 Retention of Records. Architect and any consultant shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request.

§ 10.14 Subcontracts. The Architect shall insert into all subcontracts/consultant's contracts the paragraphs herein entitled "INSURANCE," "RETENTION OF RECORDS," and "INDEMNIFICATION."

§ 10.16 Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this 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)

Schematic Design Phase **\$23,500**

- .2 Percentage Basis**
(Insert percentage value)

Seven Percent (7.0%) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6 for Design Development, Construction Document, Procurement and Construction Phases

- .3 Other**
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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 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,

subject to the requirements for written pre-approval by Owner as provided in Article 4, 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 Additional Services before the Architect provides any Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect at cost to the Architect with no markup. markup.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase (stipulated sum)	One Hundred	percent (100 %)
Design Development Phase (percentage basis)	Twenty-Five	percent (25 %)
Construction Documents Phase (percentage basis)	Forty-Five	percent (45 %)
Procurement Phase (percentage basis)	Five	percent (05 %)
Construction Phase (percentage basis)	Twenty-Five	percent (25 %)
Total Basic Compensation		one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work, inclusive of alternates. Compensation paid in previous payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Effective December 1st, 2024*

Arch V	\$320.00
Arch IV	270.00
Arch III	230.00
Arch II	190.00
Arch I	150.00
Interior Designer IV	260.00
Interior Designer III	210.00
Interior Designer II	170.00
Interior Designer I	140.00
Intern	80.00
Project Administrator	140.00

*Rates are subject to adjustment each November 1st.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services 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 If required by the Owner, and with the Owner's prior written approval, the Architect or its consultants' expenses of professional liability insurance dedicated exclusively to this Project;
- .9
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective
- .12

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred. Reimbursable Expenses shall not exceed \$\$\$\$0.00 without prior written approval from Owner. Architect shall provide all supporting documentation of said Reimbursable Expenses.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 No initial payment shall be made upon execution of this Agreement .

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments shall be made and interest charged in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.3 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. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§12.1 The Architect shall at its own cost promptly cure any breach of its obligations under this Agreement. Should Architect refuse or neglect to cure such breach within a reasonable time, taking into consideration the nature of the breach and its impact on the progress or the cost of the Work, after receiving reasonable notice requesting such cure from Owner, then Owner shall be entitled to cure such breach following additional notice of such intended action to Architect, and recover the costs permitted under applicable law relating to cure from Architect. This commitment by Architect is in addition to and not in substitution for, any other remedy which the Owner may have at law or in equity.

§12.2 The Architect's Basic Services shall include services before and after issuance to Owner of the final Certificate for Payment, or in the absence of the final Certificate of Payment, before or after the date of Final Completion, made necessary by (i) failure of performance of a Contractor under any Contract for Construction, when such defects or deficiencies in the Work, or failure of performance resulted from Architect's negligence or errors or omissions in the Contract Documents which it provided for the Project or (ii) breach of the duties or obligations of the Architect under this Agreement.

§12.3 In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, pandemics, epidemics, government shutdowns or other act of God, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

§12.4 If Owner 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.

§12.5 The Architect hereby agrees as follows:

.1 Architect has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this Agreement. The certifications contained in this section 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 those relating to 1) fair employment practices, equal employment opportunity, affirmative action and prohibiting discrimination in employment; 2) workers' compensation;

.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, and no individual employed or retained by Architect has been convicted of a crime that would make the individual ineligible to be employee by Owner in accordance with 70 ILCS 1205/8-23.

.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 not already in the possession for the Owner but in the possession of the Architect that is deemed a public record under FOIA.

. § 12.6 **Contractor's Obligation to Insure for Bodily Injury Claims.** The Owner will require the Contractor and its Subcontractors to name the Owner and Architect and their officers, directors, employees and consultants as additional insureds on the Contractor's general liability and automobile liability policy, and excess/umbrella policy if not following form, for bodily injury, sickness, disease or death caused by any negligent act or omission of the Construction Manager, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that the coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance. There shall be a severability of interests provision in said policies.

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 B101™-2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Exhibit A: Owner's Request for Proposals dated April 2, 2025

Exhibit B: Architect's Proposal dated April 25, 2025

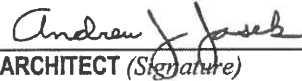
This Agreement entered into as of the day and year first written above.



OWNER (Signature)

BY: Michael Benard, Executive Director

(Printed name and title)



ARCHITECT (Signature)

BY: Andy Jasek, Executive Vice President

(Printed name, title, and license number if required)



ARCHITECT (Signature)

BY: Dan Nicholas, Principal

(Printed name, title, and license number if required)

*Wheaton Park District
Request for Proposals
2025 Arrowhead Driving Range Improvements*

4/2/2025

Contents

Overview	1
General Information	1
Background	1
Project.....	2
Scope of Services	3
Proposal.....	3
Insurance Requirements.....	4
Exhibits.....	7

EXHIBIT A

Overview

General Information

The Wheaton Park District is seeking a proposal for architectural services related to improvements to the driving range at Arrowhead Golf Course in Wheaton IL. Deliverables will include final architectural plans (suitable for bidding and permitting), permitting services, and an architect's opinion of cost for the Arrowhead Driving Range Improvements project. The project includes:

- Enclosures for the tees with ball tracing technology
- Support facility to house food and beverage as well as restrooms
- Access route from parking to the driving range.

Proposals shall be submitted electronically on or before 10:00 am CST April 25, 2025. This email should clearly state in the subject line "Response to: 2025 Arrowhead Driving Range Improvements." Please send your proposal to: Steve Hinchee shinchee@wheatonparks.org

The Park District may accept the proposal of and proceed to negotiate a contract for the work to, the lowest responsive and responsible party as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all proposals; (2) reject only certain proposals which are non-conforming or non-responsive to the proposal requirements; (3) accept only a portion, part, or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the work to the responsible architect submitting the lowest proposal responsive to the proposal requirements. No proposal will be accepted from or contract negotiated with any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of work of all proposals, the proposal of each architect shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that architect on its submitted Proposal Form. The successful architect selected may not refuse to enter into a contract with the Owner on the basis that the Owner awarded a contract for less than all portions or items of the work specified in the Proposal Documents. The Wheaton Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the proposals, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

Background

The Wheaton Park District acquired the 221-acre 27-hole Arrowhead Golf Course at 26W151 Butterfield Road in 1982. Significant renovations were completed over the years. A summary of these are as follows:

- 1987 Banquet facility

- 1991 Hesterman Diversion Swale
- 1991 Agricultural storage building
- 1995 to 1999 Golf course improvements
- 2001 Maintenance building addition
- 2005 New clubhouse, restaurant & banquet facility
- 2010 Bunker improvements
- 2014 ADA access to driving range

Driving Ranges outfitted with ball-flight tracking technology and food & beverage service is a rapidly growing trend in the golf industry. The Wheaton Park District wishes to proceed with the development and execution of plans to make the following improvements to its driving range at Arrowhead:

Driving Range	Enclosures for tees with heat by Cover the Tees or equal Top Tracer technology Lighting Connection to support facility Redesign & expansion of current short-game practice area
Support Facility	Appropriately sized bar & grill area Indoor/ outdoor seating for customers to wait 2 to 4 indoor golf bays Restrooms Designed and situated to preserve views of the golf course from the clubhouse Ball Machine Range ball cleaning & storage area
Access Route	Route through clubhouse building vs. east side of building Route improvements and wayfinding signage

The Sanctuary Golf Course in New Lenox and Cog Hill Golf & Country Club in Lemont are two facilities that staff from Arrowhead have visited which offer similar range setups that we're looking to replicate.

Features of these facilities staff would like to see at Arrowhead include 20+ individual covered & heated-hitting bays equipped with Toptracer technology. Seating areas for each hitting bay. Close access to food & beverage and restrooms. Upgraded space and equipment for range ball storage, cleaning, & ball machine resupply. Enclosed space for Toptracer server. Improvements to existing short-game practice area and expanding seating areas around the driving range to improve capacity during high-demand times as well as improving the visuals to the area's natural landscape.

Architect to present the pros, cons and cost differences for the two or three options.

The park district anticipates being able to begin construction at the conclusion of the 2025 golf season.

Project

Develop concept plans, final architectural plans, permit documents and estimates.

Please see attached proposals from Cover the Tees and Top Tracer as well as a topographic map.

Scope of Services

The project shall consist of:

1. Study existing conditions and available information
 - a. Review available plan documents.
 - b. Data collection (existing utility locations and capacity, easements etc.).
2. Develop concept plans
 - a. Pre-application meeting with permitting authorities.
 - b. Proposed design solution.
 - c. Meet with staff to review designs.
 - d. Present concepts to park board for approval
3. Provide preliminary plan cost estimates
 - a. Provide cost estimates in concept stage to aid decisions concerning scope
 - b. Engage third party construction management company or general contractor to provide estimates of 75% drawings prior to moving into final drawings.
4. Prepare final architecting plans (suitable for bidding and permitting)
 - a. Provide 50% ,75% & 90%
 - b. Provide final plans and specifications
5. Coordination of all necessary construction permits.
 - a. Complete necessary permit applications
 - b. Respond to questions from permitting body and adjust plans as needed
6. Bidding assistance.
 - a. Respond to RFI during bidding process
7. Construction observation.
 - a. Attend progress meetings through duration of the project
 - b. Observes construction at key stages of the construction process.

Proposal

Proposals shall include the following:

1. Introduction letter
 - o Firm name, address and telephone.
 - o Brief statement of understanding of the scope of services to be performed.
 - o The signature of contractually authorized contact, title, telephone and email.

2. Background and experience
 - Describe prior work in which the Firm assisted a governmental entity with similar park projects. Include agency name and contact person's information.
 - Provide applicable deliverables (renderings, reports, budget etc.)
3. Personnel/ professional qualifications
 - Identify staff members who will be assigned to perform services detailed in scope of services. Include resumes including relevant project experience.
4. Approach
 - Clearly describe approach, methodologies, knowledge and capability to be employed in performance of scope of services.
 - Present innovative concepts, approach, methodologies, knowledge and capability not discussed in scope of services above for consideration.
5. Project schedule
6. Proposed compensation
 - The proposal shall include a full description of all fees proposed by the Firm for performing the scope of services, including a fee schedule that reflects the cost to complete each of the tasks.
 - An estimated cost for reimbursable expenses.

Proposals shall be not to exceed amounts. Any change in scope shall be described in a written proposal and must be approved by the Park District Board prior to beginning.

Insurance Requirements

The Architect 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:** Architect 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:** Architect 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.

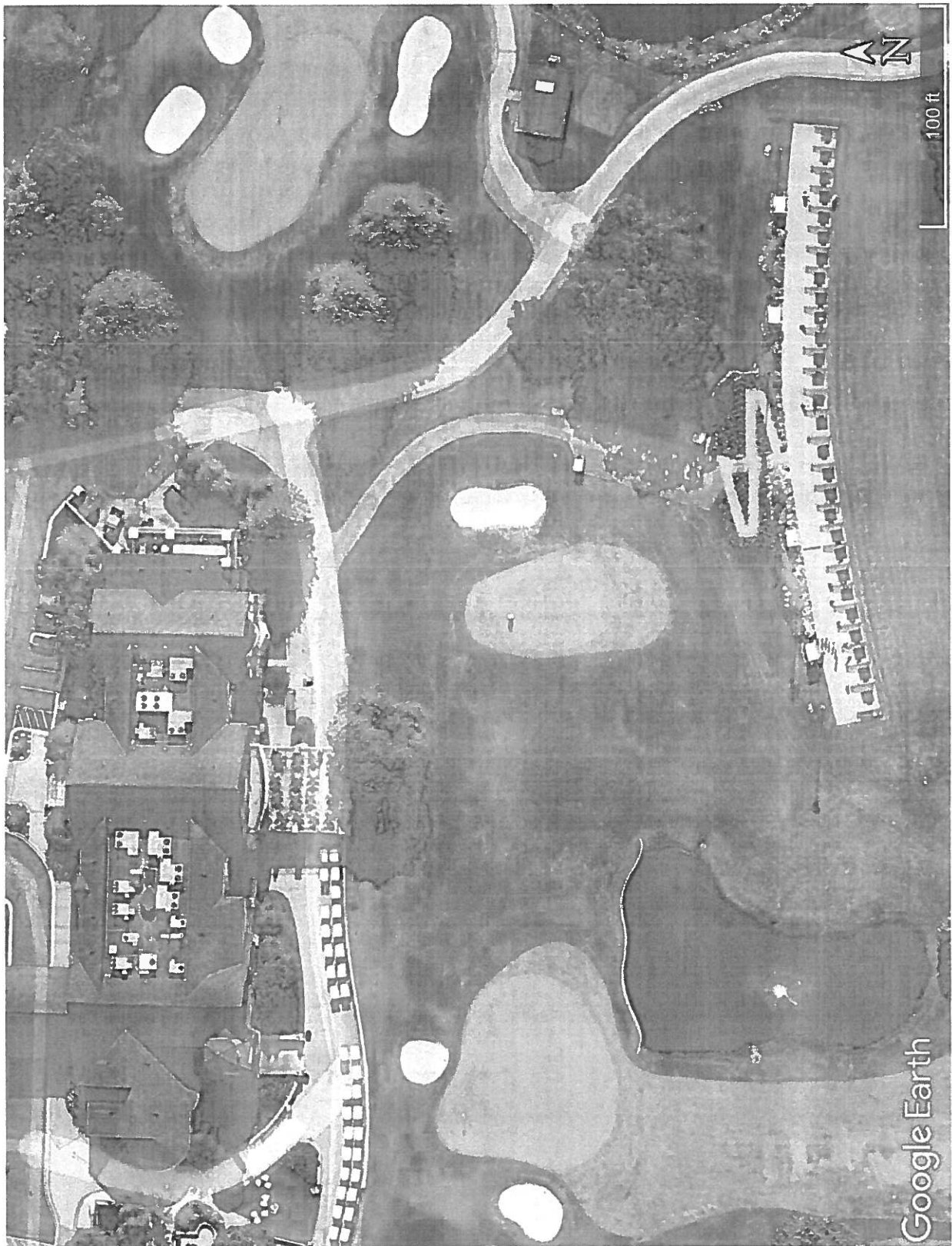
3. **Workers' Compensation:** Architect shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 for each accident for bodily injury by accident or for each employee for bodily 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 Architect waives all rights against Owner and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Architect's work.
4. **Professional Liability:** Architect 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, Architect 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 Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect 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. Architect 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 Architect's liability policies 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. At the option of the Owner, the Architect may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers, and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
5. **Subcontractors:** Architect shall cause each subcontractor employed by Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.
6. **Indemnification:** To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, Architect's consultants and subconsultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify, and hold and save harmless the Owner, its officers, officials, employees, volunteers, and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of, any provision of the Contract.

Exhibits





1713 Kennedy Pl. Suite 1001
Oviedo, FL
32765

Proposal

Job: Arrowhead Golf Club - 24 Bays (23 @ 11' and 1 @ 12') BRONZE
Address: 26W151 Butterfield Rd, Wheaton, IL 60189
Date: 3/28/2015
Attn: Matthew Nations
Phone: 630.510.4995
Email: mnations@wheatonparks.org
Job ID: AGC012725

Mr. Nations,

As promised, attached is a quote for your review. Please review and let us know if you have any questions. Otherwise, we will follow up shortly to schedule a meeting to review in more detail and answer any questions you may have.

We appreciate the opportunity to bid on your project.

Sincerely,
Stephen Arnold
843-816-8047
sarnold@coverthetees.com

Scope Details

Aluminum Driving Range Cover

We will provide a pre-engineered hitting bay cover system per engineered drawings.

- 3" standing seam panels - BRONZE
- Uprights Columns minimum of 6x6 aluminum - Front Column set 8ft back from the front of structure - BRONZE
- Rolled gutter for rear if necessary - BRONZE
- Our cold weather system has SIP panel walls in the rear and on the side to block the wind. each bay will have acrylic sliding windows for the rear of bays (Options listed below)
- Front of the structure is approximately 12ft tall and 8ft tall in the rear with slight variances depending on site grade
- Product will meet all necessary building codes throughout the country with a maximum wind rating of 150 mph and 25 PSF snow load unless upgraded to 30 PSF with Heavy Duty Aluminum

Bid Pricing and Options:

Golf Hitting Bay Cover System

14 BAYS w/ 2 bays (23 @ 11' and 1 @ 12') - BRONZE

<u>Option 1</u>	165 X 25	Enclosed Aluminum Hitting Bay Cover w/ a mix of garage doors and panels 10 bays enclosed w/ roll up garage doors on rear of bays - every other bay - 11' 13 bays enclosed w/ wall panels on rear of bays - every other bay - 11' 1 bay partitioned w/ wall panels on rear bays and side of bays - 12'	6625 SF
<i>Total Price for Enclosed Hitting Bay Cover with Roll Up Doors and Panels</i>			<i>\$445,154.50</i>

Additional Options:

Hitting Bay Dividers (4ft)

35 Dividers @ \$375.00 \$9,375.00

EXLED Range Lighting Fixtures

(To be mounted and wired by others)

12 Fixtures @ \$1,950.00 \$23,400.00

LED lights in each bay - 2 per bay - mounted

(wired by others)

48 LEDs @ \$195.00 \$9,360.00

*** CTT Anchoring system is included in the pricing. CTT anchoring system will reduce concrete costs of project.

Services & Fees Included with Price

Canopy & Enclosure Installation	Included
Delivery of the product	Included
System Engineering (signed and sealed drawings by licensed engineer)	Included
Logistics (Travel Costs etc...)	Included
Any necessary Core drilling needed for anchors during installation	Included
Door openings where instructed by customer	NA
*Permitting (See notes below)	Not Included
Site Prep and Soil Testing	Not Included
3rd party inspections fees	Not Included
Concrete Slab By Others (no less than 6" under columns. Varies by location)	Not Included
Electrical	Not Included
Municipality Permit Fees	Not Included
Foundational/Seismic Engineering	Not Included

*****Permitting Responsibility: to be taken care of by owner or contractor hired by owner. Cover the Tees will not be the General Contractor on the project. We will provide signed and sealed structural drawings by a licensed engineer with your state seal ready for permitting. Cover the Tees is not able to use any existing slabs unless they meet the specs detailed on the signed and sealed plans that will be provided. A new slab will be needed to meet engineers requirements.***

- * The above scope is for aluminum golf hitting bay cover at Arrowhead Golf Club - 14 Bays (13 @ 11' and 1 @ 12') BRONZE
- * We will furnish material and labor for the proposed Aluminum Golf Hitting Bay Cover complete in accordance with specifications and engineered drawing provided and in accordance with local building codes. Additional options listed above.
- * This price includes all services detailed in the scope above in the "services included with price" This product can be ready for shipment within 21 business days of receiving material.
- * Once proposal is accepted and deposit has been sent, we will provide signed and sealed engineered drawings ready for permitting. By signing the proposal, you agree not to share any of our proprietary foundation information or disclose design details.
- * Proposal is good for 30 days. Our suppliers periodically have price increases on aluminum, the proposal would need to be modified to cover the difference in cost after that time if necessary.
- * Pay Schedule
 - 25% - Deposit upon acceptance of the proposal
 - 25% - Deposit at time of permitting
 - 50% - Balance due upon completion

Payment due upon receipt of invoice. Payments not received within 15 days of invoice date will incur a 3% finance charge. A 3% finance charge will be incurred each month past the due date.

ACCEPTANCE OF PROPOSAL:

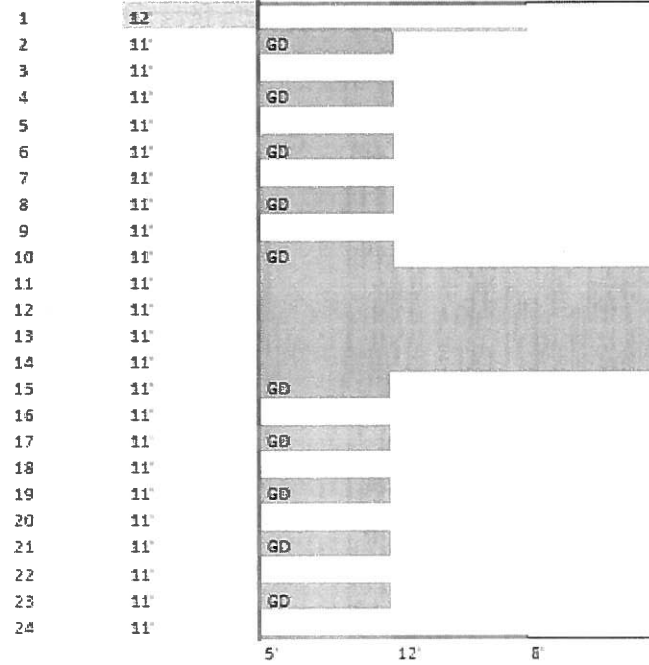
The above specifications, prices, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____
Arrowhead Golf Club Representative

Signature: _____ Date: _____
Cover the Tees Representative

5' 12' 8'

ENCLOSURE DETAILS		
back wall - 12'		1
back wall - 11'		13
side rear - 5'		3
side mid - 12'		3
garage doors - 14'		10



TOPTRACER Range Proposal for 24 Bay Covered System

TOPTRACER

Pricing breakdown for 24 bays

- \$220/bay = \$5,280/month = **\$63,360/annually**
- 5-year lease term
- Lease includes all hardware for install, software updates, installation costs.
- Site is responsible for preparing for install, meaning P&D runs. That is the only up-front cost.

COVER THE TEES

24 Bays – (23 @ 11' and 1 @ 12') – BRONZE Aluminum Driving Range Cover System

- Enclosed Aluminum Hitting Bay Cover w/ mix of garage doors & Panels
- 10 bays enclosed w/ roll up garage doors on rear of bays (every other bay)
- 13 bays enclosed w/ wall panels on rear of bays (every other bay)
- 1 bay partitioned w/ wall panels on rear of bay & side of bay (12' bay)

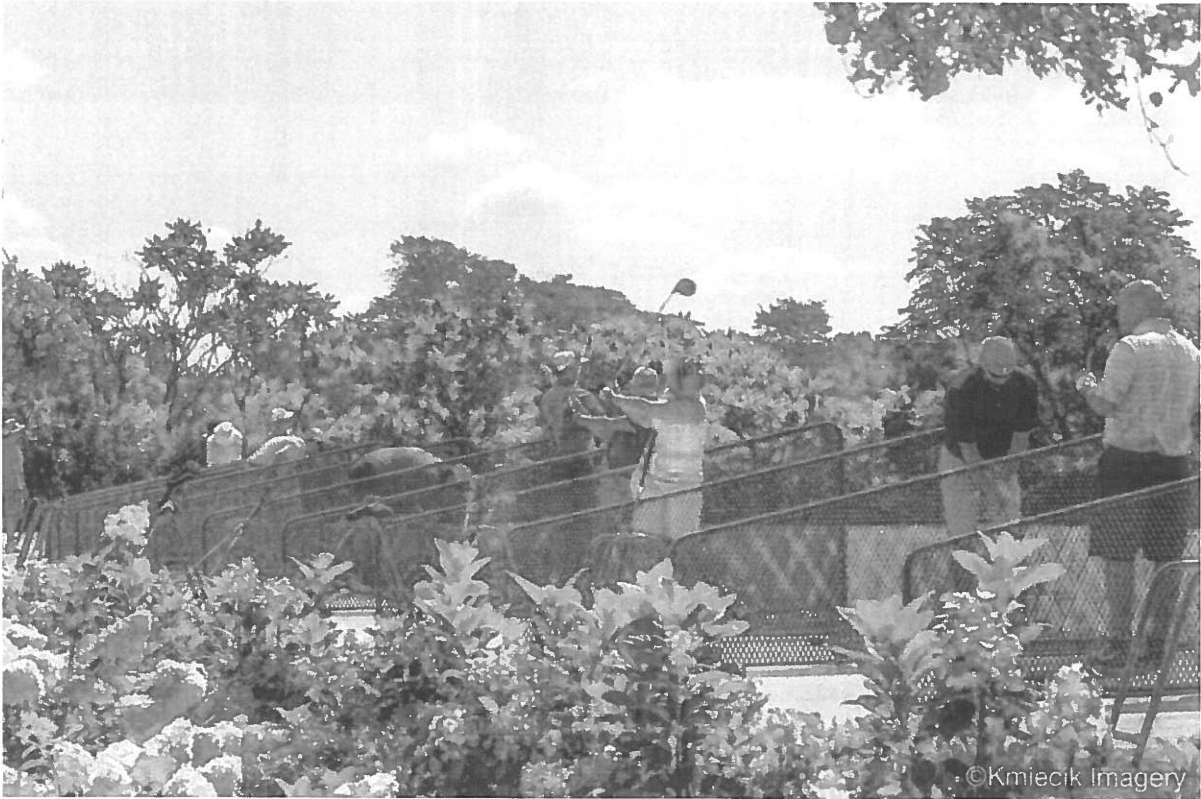
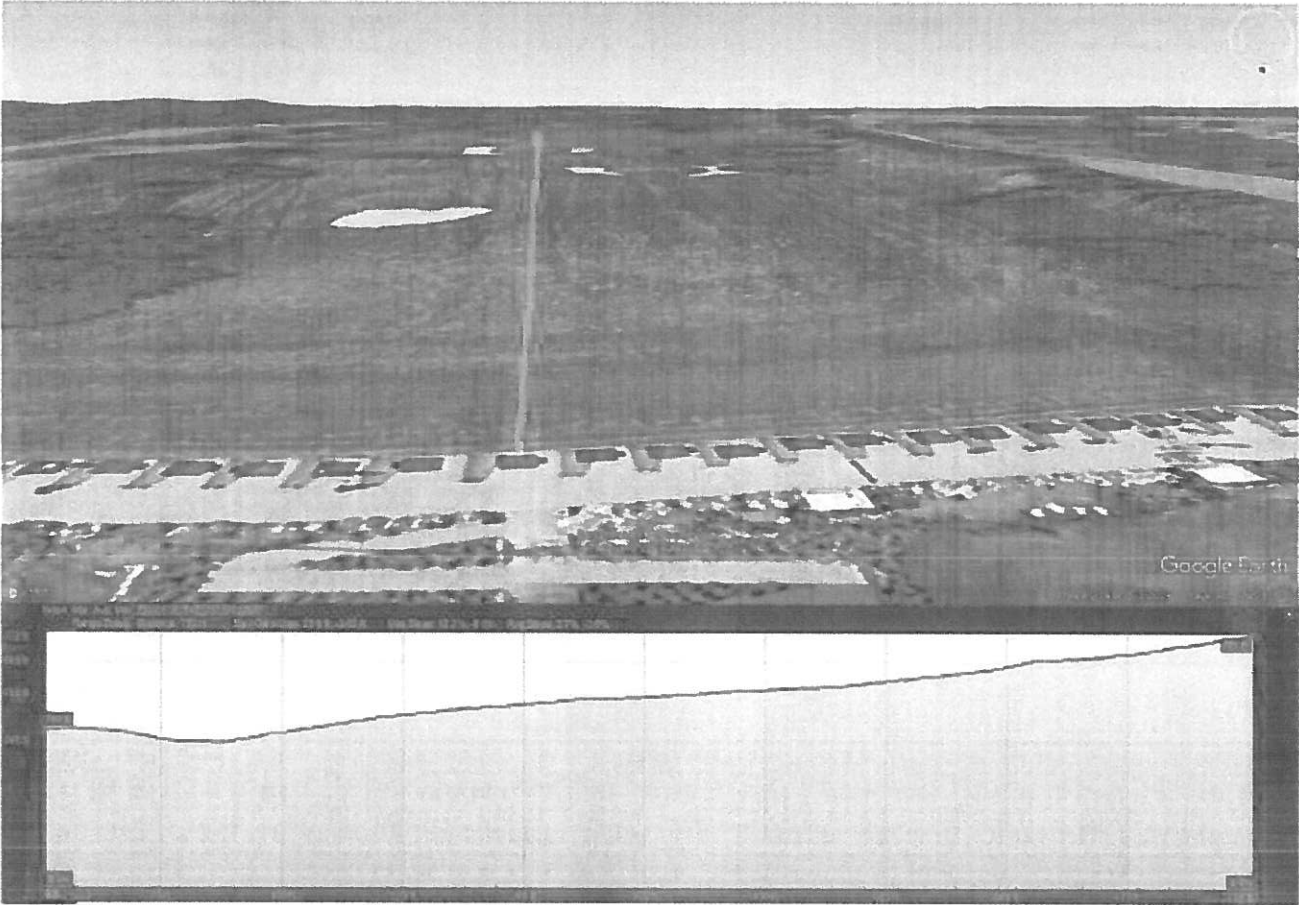
Total Price for Enclosed Hitting Bay: ***\$445,154.50***

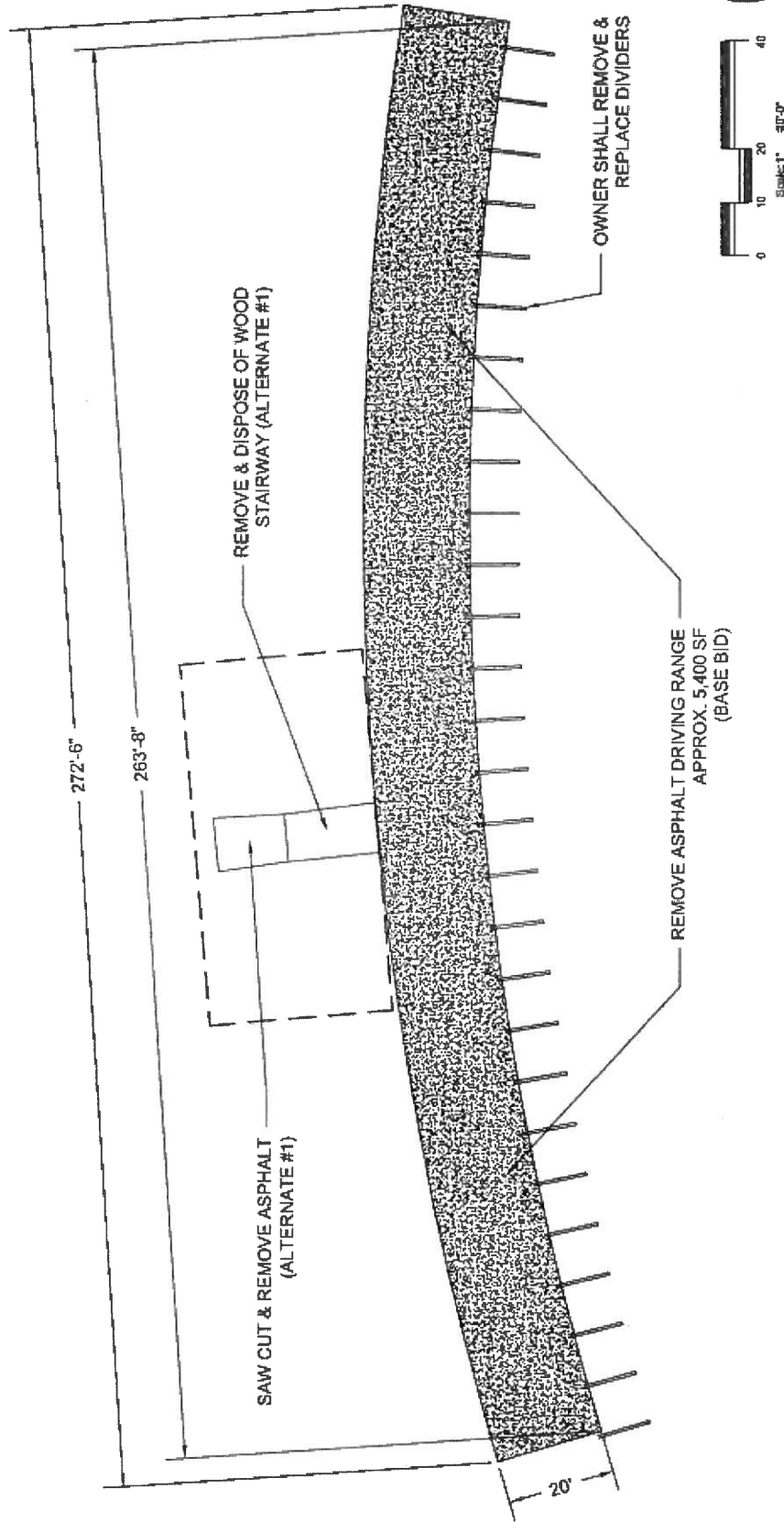
Additional Items:

- | | | |
|---------------------------------|-------------|---------------|
| • Hitting Bay Dividers | \$375/per | \$9,375 (25) |
| • EXLED Range Lighting Fixtures | \$1,950/per | \$23,400 (12) |
| • LED Interior Lights | \$195/per | \$9,360 (48) |

TOTAL WITH ADD-ONS: ***\$487,289.50***





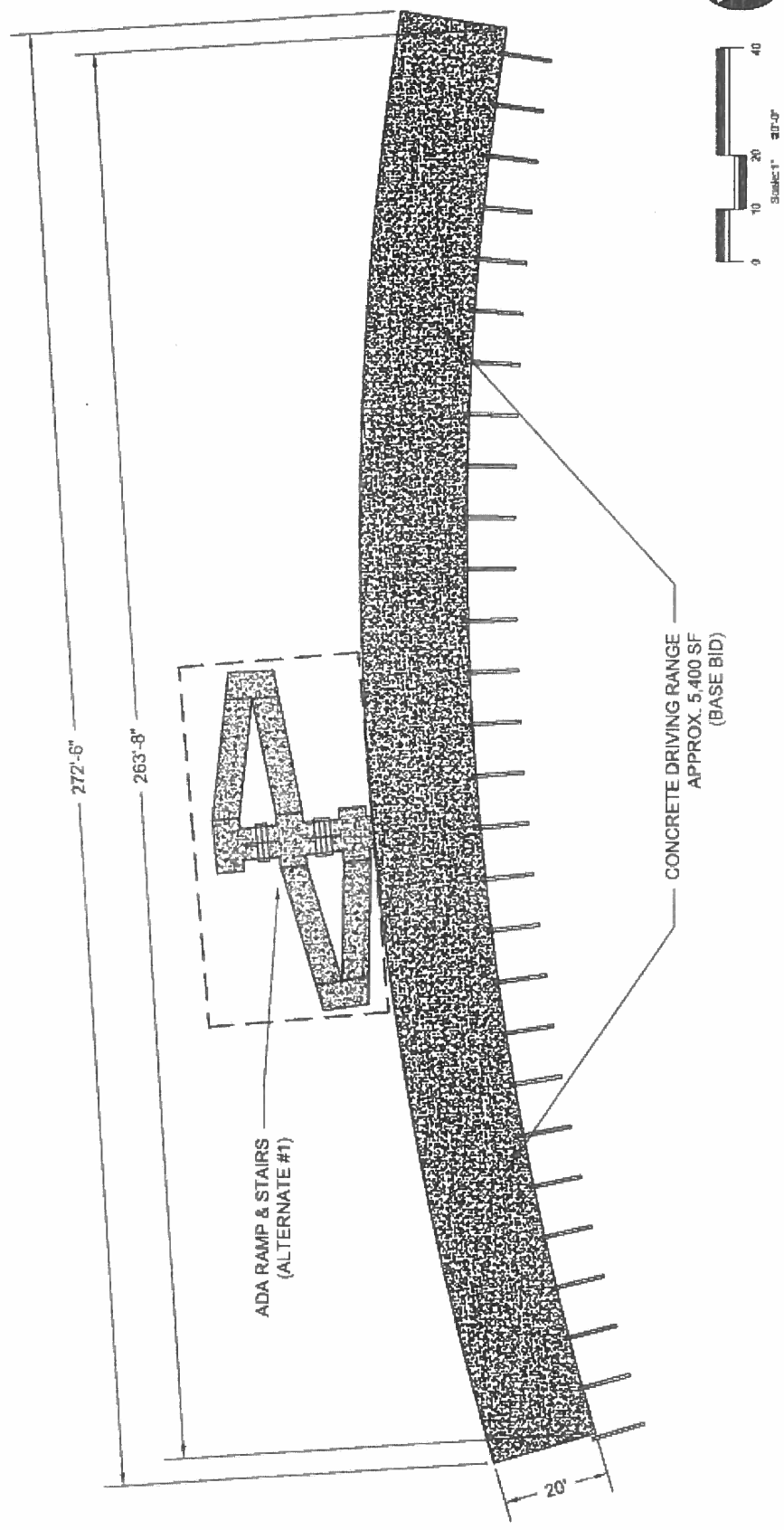


WHEATON PARK DISTRICT

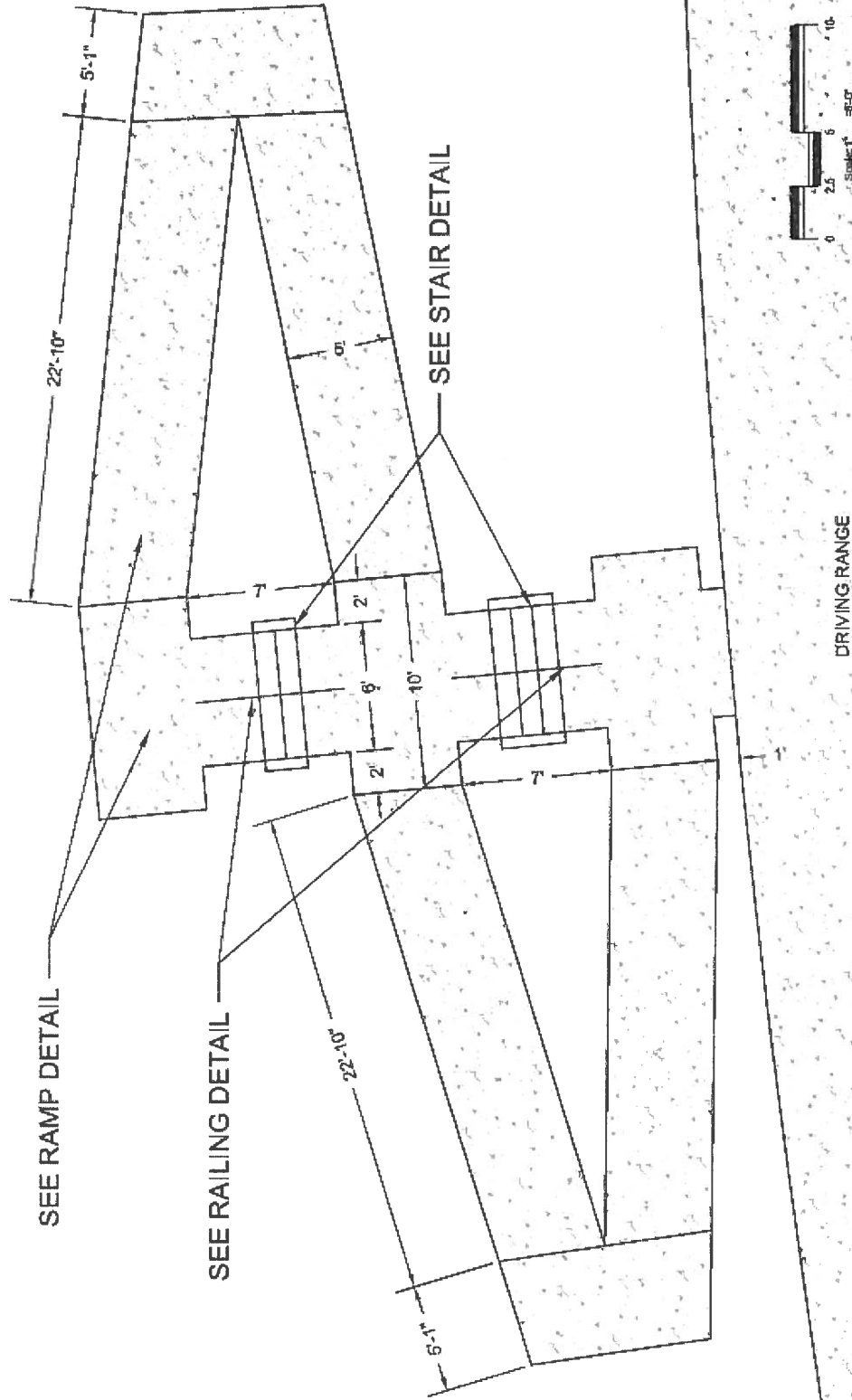
**ARROWHEAD GOLF COURSE
DRIVING RANGE
DEMOLITION PLAN**

NO. 2 WHEATON, ILL. 60187
(630) 605-4770

Drawn by:	DATE:	checked by:	DATE:	refined by:	DATE:
DESIGNED:	DATE:	DESIGNED:	DATE:	DESIGNED:	DATE:
DESIGNED:	DATE:	DESIGNED:	DATE:	DESIGNED:	DATE:



Drawn by: S.M.S.	refined by:
date: 8/22/14	date:
checked by:	checked by:
date:	date:
approved by:	approved by:
date:	date:



WHEATON PARK DISTRICT

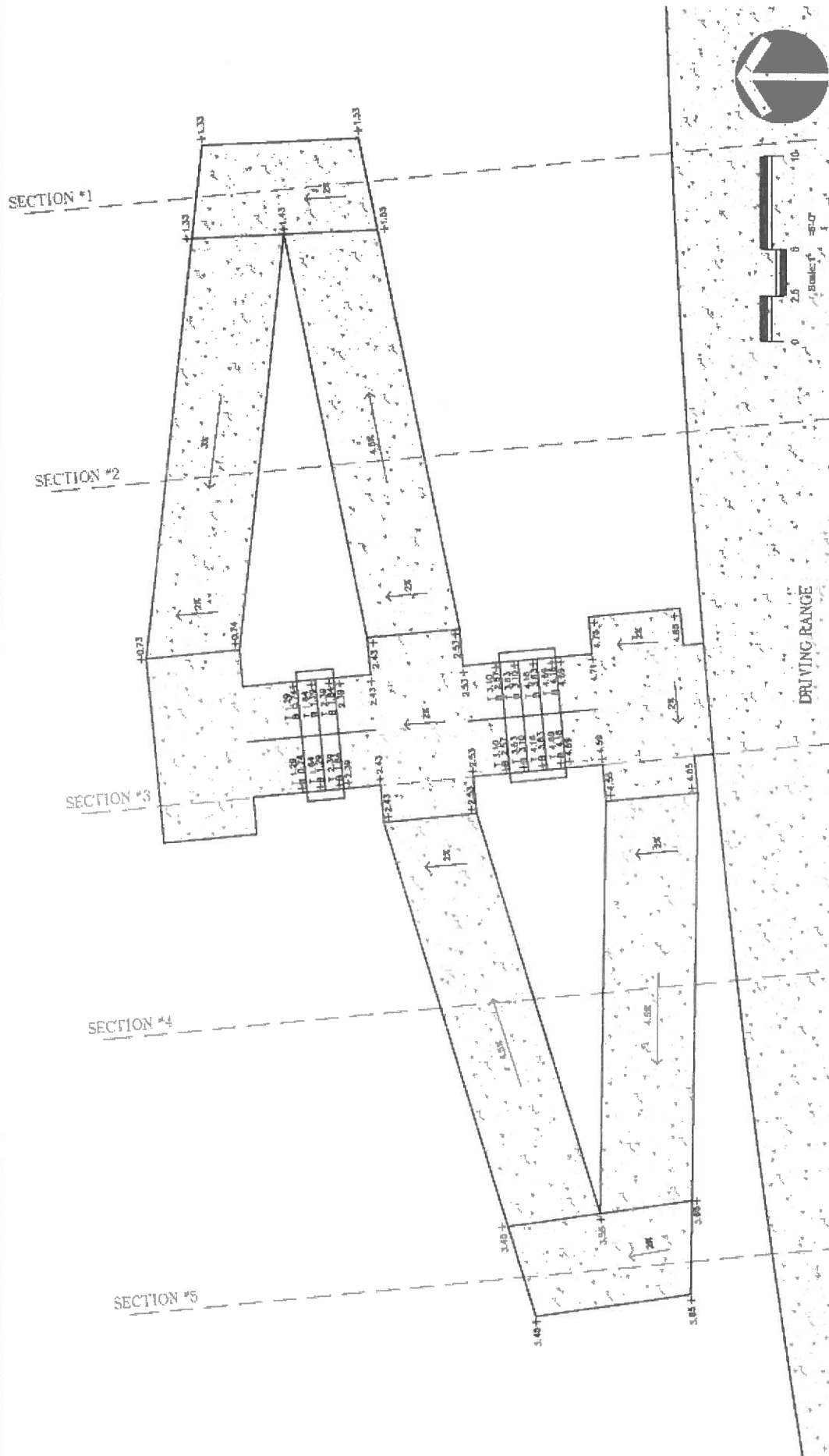
102 E WISLEY WHEATON, IL 60187
(630) 605-4770

**ARROWHEAD GOLF COURSE
DRIVING RANGE
RAMP LAYOUT PLAN**

drawn by: JMB	checked by: JMB	revised by: JMB
date: 8/22/14	date: 8/22/14	date: 8/22/14
drawn by: JMB	checked by: JMB	revised by: JMB
date: 8/22/14	date: 8/22/14	date: 8/22/14

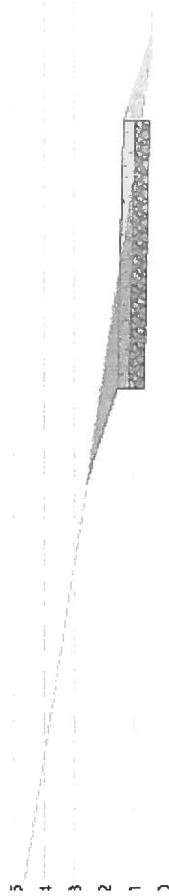
3

Sheet 3 of 6



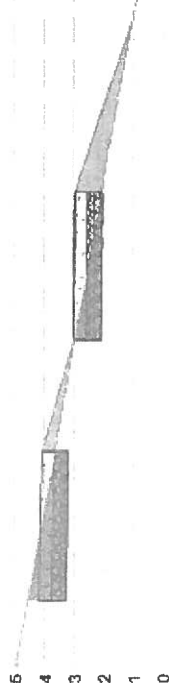
SECTION #1

38 SF CUT
1.0 SF FILL



SECTION #4

4.2 SF CUT
3.4 SF FILL



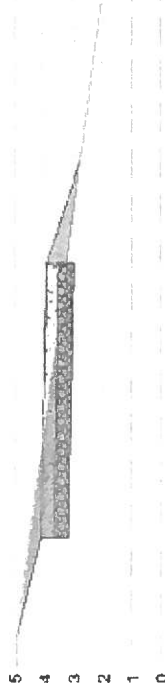
SECTION #2

9.0 SF CUT
0.7 SF FILL



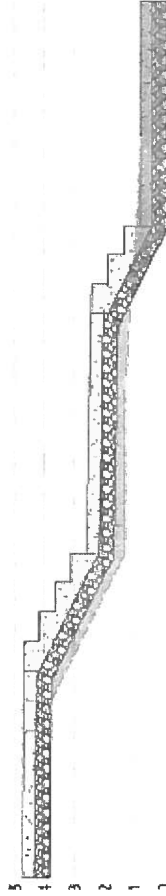
SECTION #5

7.9 SF CUT
1.1 SF FILL



SECTION #3

8.7 SF CUT
4.4 SF FILL



CUT
FILL

EXISTING
PROPOSED

NOTE:

OWNER SHALL SPREAD EXCESS CUT MATERIAL ON SITE



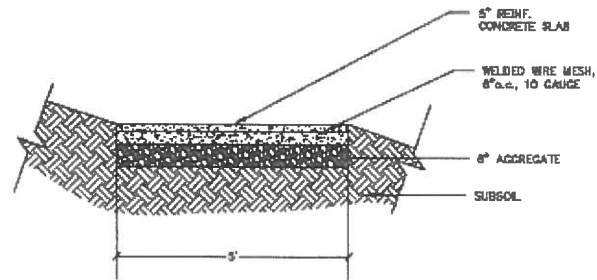
WHEATON PARK DISTRICT

100 E. WHEELER WHEATON, IL 60187
630.416.4110

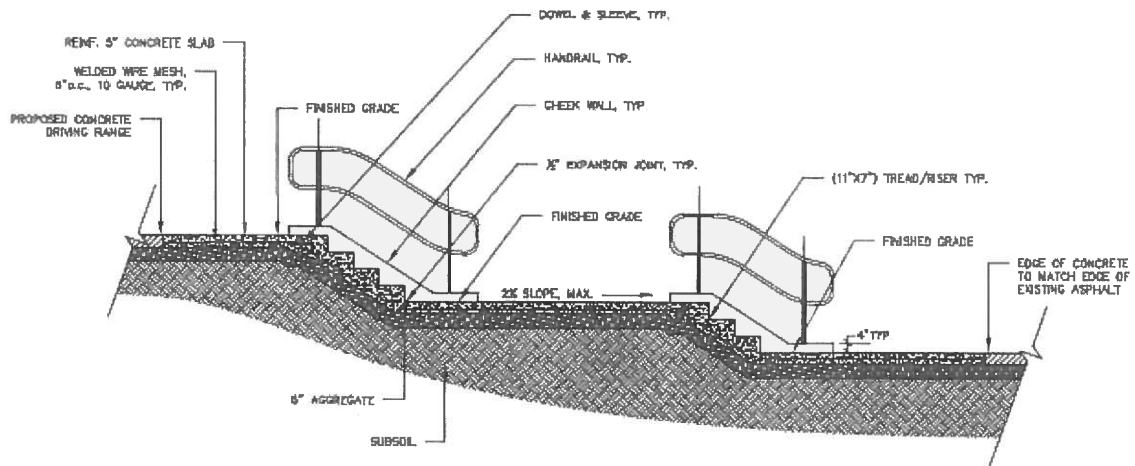
**ARROWHEAD GOLF COURSE
DRIVING RANGE
RAMP GRADING PLAN**

drawn by	SMH	checked by	SMH	revised by	SMH
date	8/22/14	date	8/22/14	date	8/22/14
date		date		date	
date		date		date	

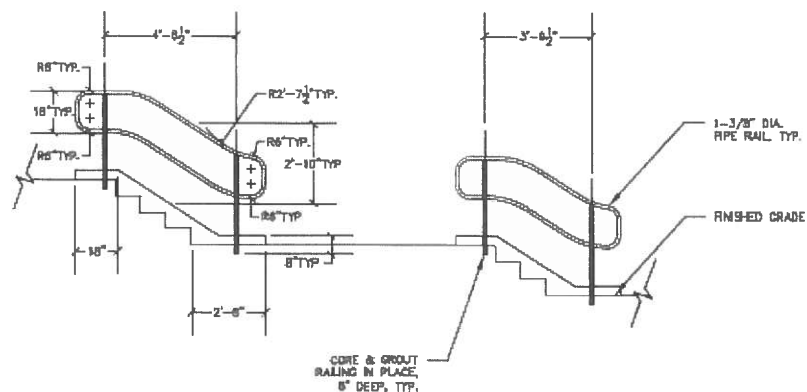
RAMP DETAIL



STAIR DETAIL



RAILING DETAIL



WHEATON PARK DISTRICT
1000 N. UNIVERSITY AVENUE, CHICAGO, IL 60607
(773) 334-4200

**ARROWHEAD GOLF COURSE
DRIVING RANGE
DETAILS**

DESIGNED BY: [Signature]
DATE: 12/1/2011
CHECKED BY: [Signature]
DATE: 12/1/2011
CONSTRUCTION NOTES: [Text]

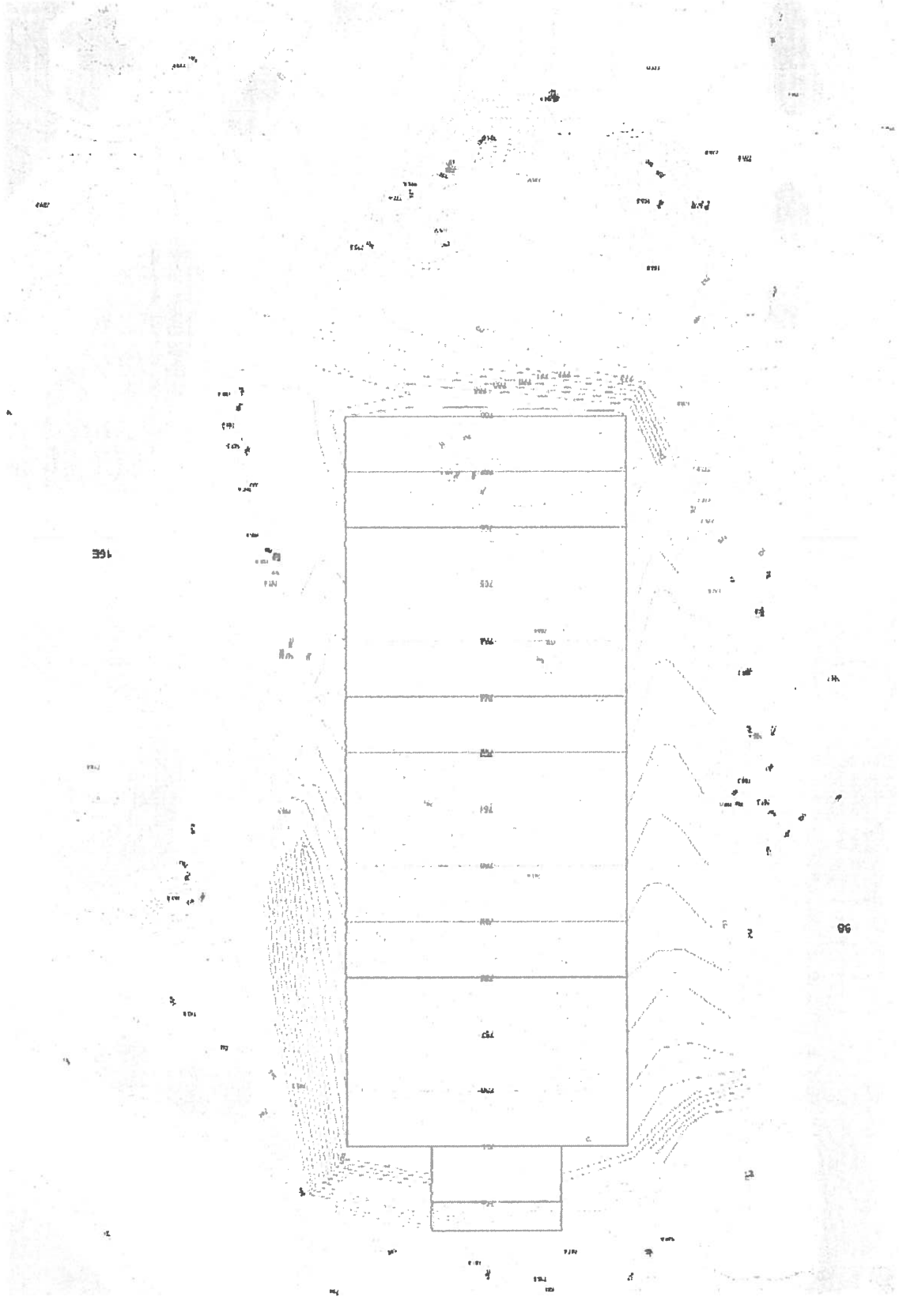
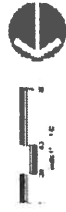
6

Sheet 9 of 9

NOTES

CUT 1,05' CY
 FILL 25,172 CY
 TOTAL FILL 27,12' CY

LEGEND



**ARROWHEAD GOLF COURSE
 DRIVING RANGE
 TOPOGRAPHIC CONCEPT PLAN**

WHEATON PARK DISTRICT
 1021 L'AMBLEY WHEATON, IL 60187
 (708) 655-4710



drawn by	checked by	approved by
date	date	date
drawn by	checked by	approved by
date	date	date
drawn by	checked by	approved by
date	date	date

WHEATON PARK DISTRICT/ARROWHEAD GOLF COURSE

2025 Arrowhead Driving Range Improvements
April 25, 2025



EXHIBIT B

fgma
FGMARCHITECTS



TABLE OF CONTENTS

Section 1	Introduction Letter.....	01
Section 2	Background and Experience.....	03
Section 3	Personnel/Professional Qualifications	10
Section 4	Approach.....	18
Section 5	Project Schedule	29
Section 6	Proposed Compensation	32

SECTION

1

Introduction letter





April 25, 2025

Mr. Steve Hinchee
Wheaton Park District | Arrowhead Golf Course
26W151 Butterfield Road
Wheaton, Illinois 60189

Re: 2025 Arrowhead Driving Range Improvements

Dear Mr. Hinchee and Selection Committee,

Your driving range is a rapidly growing trend in the golf industry, and therefore, a critical component to the Arrowhead Golf Course. As an award-winning architectural firm with a keen understanding of the unique requirements of golf course facilities, FGM Architects Inc. (FGMA) is well-equipped to bring your vision to life - bringing innovative solutions that seamlessly integrate and optimize operational efficiency, and foster a superior experience for visitors and staff alike.

Understanding the importance of both functionality and visual appeal in such a project, our team is committed to delivering a design that not only meets but exceeds your expectations. FGMA's specialists have extensive experience with golf clubhouses, including additions, expansions, and the full range of amenity spaces within and around them—such as racquet sports, fitness, and aquatic facilities. Our team will work closely with you to understand your specific needs, preferences, and budgetary constraints to create a design that is tailor-made for your facility at Arrowhead Golf Course.

- **Tailored Design Solutions** – FGMA specializes in facilities that support club operations. We understand that modern driving ranges—especially those with technologies like Toptracer and premium enclosures—are significant investments. Protecting that investment through efficient operations, maintenance, and support amenities like F&B areas, restrooms, and equipment storage is essential to long-term success.

We also recognize the importance of a seamless guest experience, blending hospitality and play while addressing environmental impacts and operational efficiency. These improvements go beyond physical upgrades—they're strategic enhancements that elevate the facility, engage users, and drive revenue.

- **Seamless Integration** – Our goal is to seamlessly integrate the upgraded driving range and support facility into the Arrowhead Golf Course landscape—carefully considering orientation, access, and views to enhance the guest experience while preserving the course's natural beauty and character.
- **Collaborative Approach** – Effective communication and collaboration are essential for the success of any project. Our team will work closely with you and your stakeholders every step of the way to ensure that quality and aesthetics remain a constant focus so that your vision is realized and your goals are met.

We are excited for the opportunity to partner with the Wheaton Park District and Arrowhead Golf Course.

We understand that the Wheaton Park District is seeking full architectural services for the Arrowhead Driving Range Improvements project. The scope includes the design of covered hitting bays incorporating ball-tracing technology, a new support facility with food and beverage service and restrooms, and



enhancements to the access route and wayfinding. Our work will involve evaluating existing conditions, developing and refining design concepts, preparing permit- and bid-ready construction documents, providing detailed cost estimates, securing necessary permits, supporting the bidding process, and participating in construction observation. We are fully prepared to deliver a thoughtful, cohesive solution that supports the District's goals and enhances the user experience at Arrowhead Golf Course.

We are confident that our expertise, creativity, and dedication make us the ideal partner for your project and welcome the opportunity to discuss your vision in more detail and explore how we can bring it to life together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Nicholas'.

Dan Nicholas, AIA
Principal-in-Charge
DanNicholas@fgmarchitects.com
30.576.1086

A handwritten signature in black ink, appearing to read 'John Dzarnowski'.


John Dzarnowski, AIA
Chief Executive Officer
JohnDzarnowski@fgmarchitects.com
630.368.8319

SECTION

2

Background and
Experience





In collaboration with our clients, we create buildings that are inclusive, environmentally responsible and true to their surroundings.

For more than 30 years, FGMA has been leading the conversation about recreation architecture.

We create timeless and inspiring golf clubhouses that serve as the heart of the golfing community - blending elegance, functionality and sustainability to enhance every aspect of the golfing experience.

FIRM NAME

FGM Architects Inc. (FGMA)

PROJECT OFFICE LOCATION

1 Westbrook Corporate Center, Suite 1000
Westchester, Illinois 60154
630.574.8300

FGMA specializes in the design and development of exceptional golf clubhouses. With a deep understanding of the unique culture and requirements of the golfing community, we combine architectural innovation with functional excellence to create iconic spaces that elevate the golfing experience.

Our in-house team of architects and interior designers is dedicated to delivering specialized solutions that reflect the unique identity and spirit of each club and exceed the expectations of both members and guests.

We value the input of the golfing community and actively engage club members and stakeholders in the design process, fostering a sense of ownership and pride in the final product.

Our diverse portfolio of projects includes clubhouse design for prestigious championship golf courses, resort-style clubhouses, historic renovations and community golf centers.



RECREATION CLIENTS

Abbey Springs Golf Club	East Saint Louis Park District	Northeast DuPage Special Recreation Association
Addison Park District	Elgin Country Club	Oak Brook Park District
Bartlett Park District	Elk Grove Park District	Oak Lawn Park District
Bensenville Park District	Geneva Park District	O'Fallon, Missouri Parks and Recreation
Bloomington Park District	Glen Ellyn Park District	Oregon Park District
Bolingbrook Park District	Glendale Lakes Golf Club	Palatine Park District
Buffalo Grove Golf Course	Glenview Park District	Park District of Franklin Park
Buffalo Grove Park District	Glenview Park Golf Club	Park Ridge Park District
Cantigny Golf Club	Grayslake Community Park District	Rend Lake Conservancy
Chicago 16" Softball Hall of Fame	Gurnee Park District	River Forest Park District
Chicago Ridge Park District	Hanover Park District	Rockford Park District
City of Alton	Hinsdale Golf Club	Rolling Meadows Park District
City of Altoona	Hodgkins Park District	Roselle Park District
City of Countryside	Hoffman Estates Park District	Rosemont Park District
City of Crestwood	Huntley Park District	Round Lake Area Park District
City of Crystal Lake	Itasca Park District	Salt Creek Rural Park District
City of Edwardsville	Jersey Village, City of	Schaumburg Park District
City of Elgin	Joliet Park District	Schiller Park Recreation Department
City of Fairview Heights	KemperSports Management / City of Dinuba	Sterling Park District
City of Farmington	Kishwaukee Family YMCA	Streamwood Park District
City of Georgetown	Lake Bluff Park District	The First Tee of Greater Austin
City of Highland	Lake County Forest Preserve	Tower Tee
City of Mascoutah	Lincolnwood Parks & Recreation	Town of Cicero Recreation Department
City of McHenry Recreation Department	Lindenhurst Park District	Village of Glencoe
City of Mt. Vernon Parks Department	Lockport Township Park District	Village of Lincolnwood
City of O'Fallon, Illinois	M-14 Hoops	Westchester Park District
City of Pflugerville	Morton Grove Park District	Wheaton Park District
City of Salem	Mt. Prospect Park District	Winnetka Park District
City of St. Peters	Mundelein Park and Recreation District	Wood Dale Park District
Clarendon Hills Park District	New Lenox Park District	
County of Loudoun, Virginia	Niles Park District	
Deerfield Park District	Norridge Park District	
DeKalb Park District	North Berwyn Park District	
Des Plaines Park District	Northbrook Park District	



CLIENT
Arlington Heights
Park District

SIZE
10,596 sf

COMPLETED
07/2016

REFERENCE
Mr. Benjamin Rea
Director of Parks and Planning
847.506.7145
brea@ahpd.org

Modernizing a Destination Facility

ARLINGTON LAKES GOLF CLUBHOUSE

In 2015, the Arlington Heights Park District commissioned FGM Architects to design an interior renovation of its Golf Clubhouse that would complement the recently completed renovation of the Arlington Lakes Golf Course.

FGMA, partner to the Park District since 2009, collaborated closely with Arlington Heights staff to create an aesthetically pleasing, functional design that aligned with budget limitations.

The renovation included the clubhouse's Pro Shop, lounge, and banquet halls with integrated dance floors. The modernized clubhouse features ADA-accessible bathrooms.

In addition to renovating the facilities, FGMA staff also helped curate the artwork for the updated Clubhouse and advised on optimizing staging in the Pro Shop.



CLIENT
Glenview Prairie Club

SIZE
2,600 sf

COMPLETED
04/2013

REFERENCE
Mr. Ron Cassidy
Director of Golf
224.521.2206
Ron.Cassidy@glenviewparks.org

New Clubhouse is Social Center Year-Round

GLENVIEW PRAIRIE CLUB GOLF & PADDLE

The site was originally designed for a 9-hole golf course, but after 10 years of operating out of a trailer they wanted to use the facility year-round and added platform tennis. The design team had a challenge conforming the golf course clubhouse into a six court platform tennis facility and paddle hut.

This year-round, public facility features a four-court platform tennis complex (Phase I) and two years later complemented the facility with two additional courts (Phase II). The state-of-the-art clubhouse serves tennis players and golfers alike. Hipped rooflines and simple, horizontal forms visually connect the main building to the various fenced and gated exterior areas. The club includes an indoor viewing area of the paddle courts, an outdoor deck overlooking the golf course, a bar with large screen TVs, a fireplace and a pro shop.



CLIENT
City of St. Peters

SIZE
27,000 sf

COMPLETED
09/2019

REFERENCE
Mr. Dan Emrick
Manager of Parks &
Recreation Services
636.397.2227
demrick@stpetersmo.net

Clubhouse Becomes A Multi-Use Facility

GOLF CLUBHOUSE & BANQUET CENTER

In 2016, voters in St. Peters approved a bond referendum to transform a major civic asset – an 18-hole municipal golf course whose aging clubhouse had outlived community needs. The new 27,000 sf St. Peters Golf Clubhouse is the result of their forward-thinking action.

FGMA's design of the new Golf Clubhouse builds on abundant natural beauty to maximize the experience of golfers as well as community members who use the new facility for dining, meeting, hospitality and celebratory purposes.

From the point of entry to the Golf Club, visitors experience a welcoming atmosphere that includes an expanded parking lot and covered entrance to facilitate guest drop-off. The Clubhouse's long, narrow design embraces the edge of a scenic 13-acre lake with a veranda and terrace that overlook the 18th hole of the golf course.

Neighboring homeowners enjoy looking out on an active golf course, while appreciating that the Clubhouse blocks both the noise and view of a nearby interstate highway. Enclosed storage for utilities and waste preserves the quality of the outdoor environment.



The Clubhouse is sited to incorporate existing golf cart paths as well as planned GRG trail improvements. The main level of the Clubhouse includes an expanded Pro Shop with the Putting Green located just outside. Caddy's Bar & Grill (which includes outdoor seating) satisfies golfers' appetites as well as casual diners dropping in for a drink or burger. A covered outdoor pavilion (with restrooms and catering facilities) adjacent to the Clubhouse accommodates up to 150 people attending Golf Tournaments and other outdoor events.

Water's Edge: A Social and Business Destination The centerpiece of the new Golf Clubhouse is Water's Edge, a banquet and hospitality center featuring three salons which, alone or in combination, can host up to 350 people. In addition, a spacious and graciously appointed pre-function room will serve as a cocktail or reception area. In seasonable weather, visitors will have the option of gathering on the outside veranda. Overall, the flexible interior design of the Clubhouse includes catering, cooking and dining facilities that are customizable for weddings, business functions, sales and training conferences, fundraising galas, school reunions, community trivia nights and more.

Revenues from golf operations, Caddy's Bar & Grill and Water's Edge, are projected to sustain ongoing operations and maintenance.



CLIENT
City of Jersey Village/
Jersey Meadow Golf Course

SIZE
8,500 sf

COMPLETED
04/2024

REFERENCE
Mr. Robert Basford
Parks and Recreation Director
713.466.2100
rbasford@jerseyvillagetx.com

A Renaissance for Jersey Meadow Golf Course

JERSEY VILLAGE CLUBHOUSE AND CONVENTION CENTER

In 2024, Jersey Village residents celebrated the opening of a new golf clubhouse and separate events space at the Jersey Meadow Golf Course, a popular destination for golfers and the larger community. City of Jersey Village leaders selected FGMA as its design partner for these new facilities that will enhance the value of this 18-hole municipal golf course nestled among groves of mature live oak trees.

The new clubhouse replaces an outmoded 1980s building and will feature a fully equipped bar and grille with seating for 75 plus 18 bar seats; an outdoor patio as well as restrooms, office and storage spaces and locker rooms with showers. Golfers will welcome the 940-sf pro shop and two indoor hitting simulator bays that can be used for lessons, indoor leagues and golf rounds and community events.

Jersey Meadow's old clubhouse was converted to a convention/all-purpose events center that will accommodate up to 250 guests. The interior includes a multipurpose room that can be used for dining, dancing and other activities; a catering kitchen and enclosed rooms that can be used by bridal parties. Outside, an expansive covered patio can be used throughout the year. Exterior renovations include a new roof, entry portal and canopy.

SECTION

3

Personnel/Professional
Qualifications



KEY PERSONNEL

FGMA provides Wheaton Park District with a team focused in recreational design who will deliver your projects on time and on budget.

We offer you individuals with a proven record of experience who are committed to ensuring that your project will be of a highly distinctive quality.

FGMA has developed a Principal-led team dedicated to Wheaton Park District. We anticipate that this team will work together on all projects.

PROFESSIONAL STAFF

In addition to the staff proposed for this project, FGMA offers the full resources of the firm. Our team of professionals is available to support all of your projects.





ORGANIZATION CHART



Wheaton Park District

PRINCIPAL-IN-CHARGE

Daniel T. Nicholas, AIA

PROJECT MANAGER

Name, CREDENTIALS

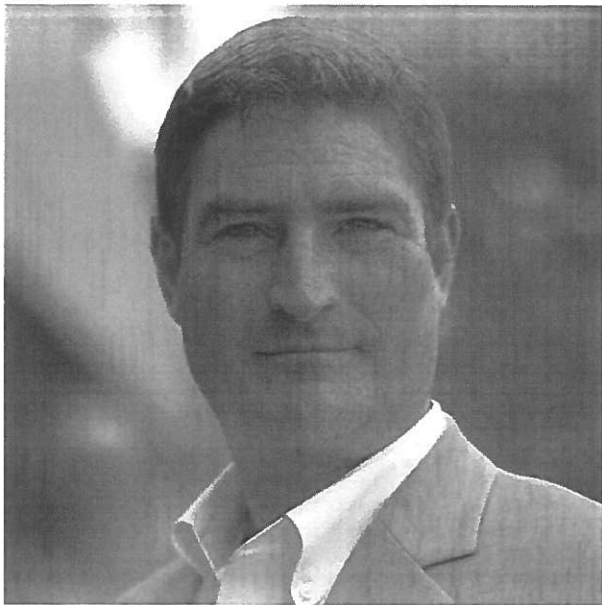
PROJECT ARCHITECT

Name, CREDENTIALS

CONSULTANTS

Martin Design Partnership, Ltd.

Golf Subject Matter Experts



DANIEL T. NICHOLAS, AIA

Principal & Senior Associate

"I design spaces to attract people and promote operational efficiencies."

Dan has experience in the recreation arena creating award winning recreation centers, aquatic parks and golf course clubhouse facilities. With 38 years of experience, he is a recognized leader in clubhouse and amenity design resulting in over 80 golf related projects across the country.

EDUCATION

BA in Architecture | Iowa State University

LICENSES & CERTIFICATIONS

Registered Architect | Illinois

National Council of Architectural Registration
Boards Certificate

MEMBERSHIPS

American Institute of Architects

Urban Land Institute

National Golf Foundation

Chicago District Golf Foundation

Rotary Club of Central DuPage

THOUGHT LEADERSHIP

Illinois Parks and Recreation Association

Great Chicago Club Managers Association of
America GCCMA

Midwest Regional Educational Forum

PROJECT ROLE

Principal-in-Charge

EXPERIENCE

ANTIOCH GOLF CLUB, IL
Clubhouse *NEW*

ARROWHEAD GOLF CLUB, IL
Clubhouse and Turnstand *NEW*

**BOWES CREEK
COUNTRY CLUB, IL**
Clubhouse *NEW*
Turf Care Center *NEW*
Turnstand *NEW*

BOUGHTON RIDGE GOLF CLUB, IL
Clubhouse *NEW*

BONNIE BROOK GOLF CLUB, IL
Bar and Pro Shop *RENOVATION*

CANTIGNY GOLF CLUB, IL
Locker Room *ADDITION*
Bar and Dining Room *ADDITION*
Banquet Room *RENOVATION*
Instructional Golf Academy *NEW*
Event Center *STUDY*

DEERFIELD GOLF CLUB, IL
Bar and Pro Shop *RENOVATION*

FINKBINE GOLF CLUB, IA
Clubhouse *NEW*

GLENCOE GOLF CLUB, IL
Golf Clubhouse *NEW*

GLENVIEW PARK GOLF CLUB, IL
Golf Club *RENOVATION*

**GLENVIEW PRAIRIE CLUB GOLF
AND PADDLE, IL**
Clubhouse *NEW*

HERITAGE BLUFFS GOLF CLUB, IL
Clubhouse *NEW*

HICKORY STICK GOLF CLUB, NY
Clubhouse *NEW*

**HUNTLEY PINECREST
GOLF CLUB, IL**
Game Room *STUDY*

JEFFERSON GOLF CLUB, WI
Golf Clubhouse *CONCEPT PLANNING*

JERSEY MEADOW GOLF CLUB, TX
Golf Course Clubhouse *NEW*

LONG COVE GOLF CLUB, TX
Golf Clubhouse *STUDY*

NAPERBROOK GOLF CLUB, IL
Clubhouse *ADDITION & RENOVATION*

PINECREST GOLF CLUB, IL
Golf Club *MASTER PLAN*
Clubhouse *NEW*

PRAIRIE LANDING GOLF CLUB, IL
West Clubhouse *NEW*

RIDGE CREEK GOLF CLUB, CA
Clubhouse and Turf Care Center *NEW*

SPRINGBROOK GOLF CLUB, IL
Clubhouse *ADDITION & RENOVATION*

STONE CREEK GOLF CLUB, IL
Clubhouse and Grounds
MASTER PLAN
Bar and Pro Shop *RENOVATION*

**STRAWBERRY CREEK
GOLF CLUB, WI**
Turf Care Center *NEW*

**SUNFLOWER HILLS
GOLF CLUB, MO**
Golf Course *FEASIBILITY STUDY*

THUNDERHAWK GOLF CLUB, IL
Clubhouse and Turf Care Center *NEW*

VILLAGE OF GLENCOE, IL
Golf Club Clubhouse *NEW*

ABBEE SPRINGS, WI
Turf Care Center *NEW*

BOLINGBROOK GOLF CLUB, IL
Golf Club *FACILITY ANALYSIS*

BOULDER RIDGE COUNTRY CLUB, IL
Summer Campus *NEW*

UTLER NATIONAL GOLF CLUB, IL
Locker Room *RENOVATION*

BUTTERFIELD COUNTRY CLUB, IL
Aquatic Center *NEW*
Kitchen *RENOVATION*
Dining *ADDITION*
Banquet Area and Locker Room
ADDITION AND RENOVATION

CRESS CREEK COUNTRY CLUB, IL
Clubhouse *NEW*
Card Room *RENOVATION*

CROWN VALLEY GOLF CLUB, IA
Clubhouse and Grounds *MASTER PLAN*

CROWFIELD PLANTATION, SC
Clubhouse and Aquatic Center *NEW*

ELGIN COUNTRY CLUB, IL
Golf Club *MASTER PLAN*

EVANSTON GOLF CLUB, IL
Golf Club *MASTER PLAN*
Aquatic Campus *NEW*

GLEN OAK COUNTRY CLUB, IL
Clubhouse and Grounds *MASTER PLAN*
Aquatic Campus *NEW*

**HAWTHORN WOODS
COUNTRY CLUB, IL**
Men's Grille *ADDITION*

HINSDALE GOLF CLUB, IL
Aquatic Center, Tennis Complex and
Turf Care Center *NEW*

HYPERION FIELD CLUB, IA
Clubhouse *MASTER PLAN*

INVERNESS GOLF CLUB, IL
Golf Club *MASTER PLAN*
Bar *ADDITION*

KEMPER LAKES GOLF CLUB, IL
Pro Shop *NEW*

LAKE GENEVA COUNTRY CLUB, WI
Turf Care Center *NEW*

LAKEWOOD COUNTRY CLUB, OH
Clubhouse and Grounds *MASTER PLAN*

LONG COVE RESORT, TX
Golf Clubhouse *MASTER PLAN NEW*

MCHENRY COUNTRY CLUB, IL
Clubhouse *MASTER PLAN*

OAK PARK COUNTRY CLUB, IL
Tennis and Aquatic Center *NEW*

OLYMPIA FIELDS COUNTRY CLUB, IL
Gold Learning Center and Aquatic
Campus *NEW*

PRESTWICK COUNTRY CLUB, IL
Clubhouse *MASTER PLAN*

RAVINIA GREEN COUNTRY CLUB, IL
Clubhouse and Grounds *MASTER PLAN*

RIVERSIDE GOLF CLUB, IL
Men's Locker Room *RENOVATION*
Golf Club *MASTER PLAN*

**ROYAL MELBOURNE
COUNTRY CLUB, IL**
Dining and Bar *RENOVATION*
Clubhouse *RENOVATION*
Aquatic Center *NEW*
Platform Lodge
Platform Tennis

RUTH LAKE COUNTRY CLUB, IL
Clubhouse and Grounds *MASTER PLAN*

ST. CHARLES COUNTRY CLUB, IL
Ballroom *ADDITION AND RENOVATION*
Pool and Bathhouse *RENOVATION*

THE GLEN CLUB, IL
19th Hole Pro Shop *RENOVATION*

THE GOVERNORS CLUB, TN
Clubhouse and Grounds *MASTER PLAN*

TURNBERRY COUNTRY CLUB, IL
Ballroom and Dining *ADDITION AND
RENOVATION*

VALLEY LO CLUB, IL
Beach Club and Fitness Center *NEW*

**UNIVERSITY CLUB OF
MILWAUKEE, WI**
City Club *MASTER PLAN*
Country Club *MASTER PLAN*

**ARLINGTON HEIGHTS
PARK DISTRICT, IL**
Comprehensive Master Planning

ASHBURY AQUATIC CENTER, IL

**BOLINGBROOK RECREATION AND
AQUATIC COMPLEX, IL**

BOWES CREEK COUNTRY CLUB, IL
Community Clubhouse *NEW*

CITY OF ANKENY, IA
Aquatic Center *NEW*

CITY OF DES MOINES, IA
Northtown, Southtown and Birdland
Aquatic Centers *NEW*

DEL WEBB SUN CITY HUNTLEY, IL
Prairie Lodge *NEW*

GLEN ELLYN PARK DISTRICT, IL
Sunset Pool *NEW*
Johnson Center Maintenance
Facility *IMPLEMENTATION*

GURNEE PARK DISTRICT, IL
FitNation Golf and Interiors
RENOVATION STUDY

OAK BROOK PARK DISTRICT, IL
Indoor Aquatic Center *NEW*

O'FALLON PARK DISTRICT, IL
Parks and Rec Master Plan *FCA*



BRADLEY KROPP, RA

"I enjoy designing spaces for our community to live, work & play in."

Brad will be responsible for overall coordination of the design team from the kick-off meeting to final completion. His primary responsibilities involve setting project goals, developing the design through the drawings and specifications and coordinating the work of FGMA's consultants. He has led diverse government, civic, and community projects, delivering sustainable solutions that meet public needs.

EDUCATION

BS in Architectural Studies
University of Wisconsin

LICENSES & CERTIFICATIONS

Registered Architect | Wisconsin

MEMBERSHIPS

Sponsor of Southeast Wisconsin
Chapter of IFMA

**Project completed while Brad was affiliated with another firm.*

PROJECT ROLE

Project Manager

EXPERIENCE

VILLAGE OF LINCOLNWOOD, IL
Multi Facility *IMPLEMENTATION*

GLENCOE GOLF CLUB, IL
Clubhouse *NEW*

WING PARK GOLF COURSE, IL
Clubhouse

CITY OF NEW BERLIN, WI*
Activity & Recreation Center *NEW*

**PIONEER RIDGE CONDOMINIUM
COMMUNITY BUILDING & POOL, WI***
Community Building & Pool *NEW*

ALTUS GYMNASTICS, WI*
Gymnastics Classroom *ADAPTIVE
REUSE, STRUCTURAL & TENANT ALTERATION*

**GERMANTOWN PERFORMING
ARTS PAVILION, WI***
Performing Arts Pavilion *NEW*

CITY OF BROOKFIELD, WI
Police Department
SPACE NEEDS STUDY

CITY OF CEDARBURG, WI
Public Safety Building
SPACE NEEDS STUDY

CITY OF FITCHBURG, WI
Police Services *FACILITY NEW*

VILLAGE OF SLINGER, WI
Police Station *NEW*

CITY OF STOUGHTON, WI
Public Safety Facilities
SPACE NEEDS STUDY

CITY OF GREEN BAY, WI
City Hall & Police *SPACE NEEDS STUDY
& FEASIBILITY STUDY*

CITY OF FITCHBURG, WI
Police Services Facility *NEW*

**VILLAGE OF
SHOREWOOD HILLS, WI**
Village Hall, Public Works &
Police Department
FACILITY CONDITION ASSESSMENT/STUDY

**VILLAGE OF
MENOMONEE FALLS, WI**
Police Department *STUDY*
Police & Fire Training Facility *STUDY*

SYCAMORE FD, IL
Fire Station No.1 *PHASE II*



KYLE BARES, AIA, CDT

"I'm passionate about designing spaces that empower communities."

Kyle brings a depth of experience in municipal, K-12 education, multifamily, and senior living design to his role as a project architect in the Milwaukee office, focusing on creating safer, community-centered spaces.

EDUCATION

BS in Architectural Studies
University of Wisconsin-Milwaukee

LICENSES & CERTIFICATIONS

Registered Architect | Wisconsin

CSI, CDT Certification

MEMBERSHIPS

American Institute of Architects

PROJECT ROLE

Project Architect

EXPERIENCE

GLENCOE GOLF CLUB, IL
Clubhouse *NEW*

LAKE COUNTY, IL
Public Works Department Office
ADDITION

VILLAGE OF SLINGER, WI
Police Department

**OAK CREEK FRANKLIN JOINT
SCHOOL DISTRICT, WI***
Meadowview ES Gym
ADDITION/RENOVATION
Edgewood ES Gym
ADDITION/RENOVATION
Cedar Hills ES Gym
ADDITION/RENOVATION
Oak Creek HS *RENOVATION*
Oak Creek HS Tech &
Performing Arts *ADDITION*

MADISON METROPOLITAN SD, WI*
Sandburg ES Gym
ADDITION/RENOVATION
Hawthorne ES Gym
ADDITION/RENOVATION
Ezekiel Gillespie MS *RENOVATION*
Southside ES *ADDITION*
Capitol HS *ADDITION & RENOVATION*

MIDDLETON-CROSS PLAINS SD, WI*
Middleton HS Athletic Stadium
NEW

GLENDALE, WI*
Nicolet Union HS
ADDITION & RENOVATION

**Project completed while Kyle was
affiliated with another firm.*



**MARTIN
DESIGN
GOLF**

CONTACT

161 Horizon Drive
Suite 101
Verona, Wisconsin 53593
608.848.5060
www.jsdinc.com

MARTIN DESIGN PARTNERSHIP, LTD

Golf Subject Matter Expert

As stewards of the environment and caretakers of golf Martin Design Partnership is privileged to develop golf courses that will be recognized as classic tests of golf that benefit the environment and community. They have projects that are award winning and received critical acclaim. But, more importantly, their work is environmentally beneficial, economically successful and operationally efficient.

The golf industry has witnessed remarkable growth and transformation, but little has changed in the game itself. Golf is about golfers and the wondrous places we play – the simple interaction of man and nature with friends, family or competitors.

Their goal is to make that interaction remarkable.

The demands of golfers and challenges from the golf industry inspire them to be more thoughtful and creative to solve functional, strategic, aesthetic and environmental requirements. The result is more playable, more challenging, more unique, more authentic and more engaging golf experiences.

Simply, their work produces beautiful, distinguished, subtle and satisfying golf experiences.

Whether new or renovation, on expansive rolling prairies, through scattered woodlands or stands of hardwoods, on rocky terrain or municipal facilities in urban settings.....they have been successful at delivering exceptional golf course experiences for public, private, resort or residential golf course communities.



GREGORY E. MARTIN, PLA

Martin Design Partnership, Ltd

Greg Martin is the lead Golf Course Architect at Martin Design Partnership, Ltd., with over 30 years of experience in classic, sustainable golf course design. He began his career in 1985 and later founded his own firm in 1991. Greg has led projects across the Midwest for private clubs, public courses, and municipalities. A member of the American Society of Golf Course Architects since 2006, he served as its President in 2016.

EDUCATION

B of Landscape Architecture
Iowa State University

LICENSES & CERTIFICATIONS

Professional Landscape Architect | Illinois

MEMBERSHIPS

American Society of Golf Course Architects

PROJECT ROLE

Gold Subject Matter Expert

EXPERIENCE

RICH HARVEST LINKS, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

RIDGE COUNTRY CLUB, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

RIVER FOREST COUNTRY CLUB, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

PARK RIDGE COUNTRY CLUB, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

NAPERBROOK GOLF COURSE, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

SPRINGBROOK GOLF COURSE, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

THE PRESERVE AT

OAK MEADOWS, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

PHILLIPS PARK GOLF COURSE, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

COYOTE RUN GOLF COURSE, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

AURORA COUNTRY CLUB, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

RUFFLED FEATHERS

GOLF COURSE, IL

DePaul University Practice

Golf Course

RENOVATION, REPURPOSE & EXPANSION

BILTMORE COUNTRY CLUB

Golf Course

RENOVATION, REPURPOSE & EXPANSION

VILLAGE LINKS GOLF COURSE, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

MAPLE MEADOWS

GOLF COURSE, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION

GREEN BAY COUNTRY CLUB, WI

Golf Course

RENOVATION, REPURPOSE & EXPANSION

POTTAWATOMIE GOLF COURSE, IL

Golf Course

RENOVATION, REPURPOSE & EXPANSION



SECTION

4

Approach



PROJECT APPROACH

Collaboration

FGMA works with you from the planning phase through contract completion. These services are organized according to the following phases:

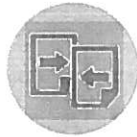
Phase 1



SPACE NEEDS ASSESSMENT AND REVIEW

- Pre-meeting Preparation
- Project Kick-Off Meeting
- Review of Space Needs Information
- Program Development

Phase 2



EVALUATE A RENOVATION / NEW CONSTRUCTION OPTION

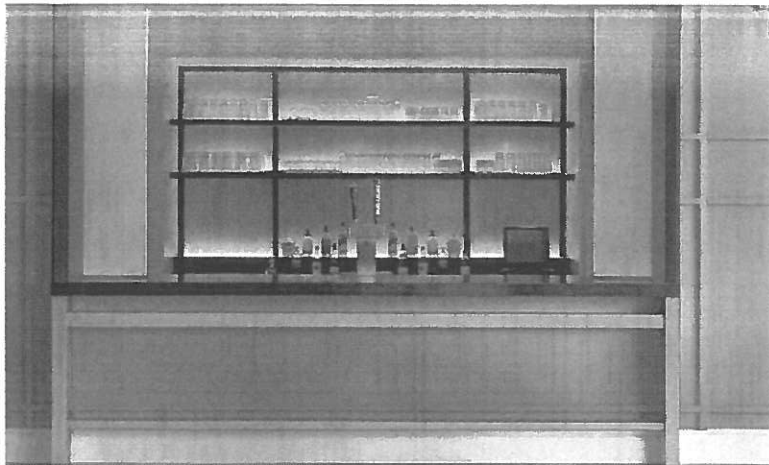
- Existing Building Analysis
- Review Park District Provided Solution
- Final Report and Presentation to Wheaton Park District

Phase 3



IMPLEMENTATION OF THE PROJECT

- Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding Phase
- Construction Phase



Phase 1

SPACE NEEDS ASSESSMENT AND REVIEW



This initial phase of work will determine the types and amount of spaces that will be required by the new driving range facility to operate effectively. This phase is critical as it identifies the correct

“recipe” for the building. FGMA takes great pride in this assessment work and believes it is our job to determine “true needs” versus “wants” for the facility.

PRE-MEETING PREPARATION

To be most efficient in preparation of the facility assessment, upfront preparation is critical. We will have initial discussions with key Park District Staff to discuss the operations of the Park District facility. During the pre-meeting preparation, FGMA’s in-house team design experts will review any pertinent documentation including organizational charts, standard operational procedures, existing building plans, maintenance records, etc.

PROJECT KICK-OFF MEETING

We begin every project with a Kick-Off Meeting to establish the project goals by which the Park District 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:

- Introduce the team and their roles
- Develop the project’s goals - these are overarching goals that will drive the direction of solutions and project decisions

- Identify all questions that must be answered in Phase I.
- Discuss the Park District’s and Architect’s preferred communication chain of command
- Identify members of the Park District staff who will review with FGMA the information for the facility space needs analysis.
- Confirm the initial project schedule
- Set a date/frequency for update meetings to keep the project moving at an enthusiastic and appropriate pace

DELIVERABLES

- Written Project Goal Statement
- Written questions that must be answered by the study
- Project Team Directory
- Project Schedule

REVIEW OF SPACE NEEDS INFORMATION

FGMA specializes in working with Park District Departments; therefore, we understand and speak their language. We are skilled at engaging even the staunchest staff member which truly aids our ability to determine actual space needs versus wants.

Utilizing the Park District’s provided draft plan and program during the Project Kick Off Meeting, FGMA requests that the Park District Facilities Director and other key Park District team members assist with scheduling the review of the space planning draft and proposed renovations.

FGMA’s review with facilities directors will discuss programming needs and spatial



analysis to include public roof access, focus on energies grants and collaborative working environments. We will also discuss technology requirements and needs of the maintenance staff.

During our review, we will ask questions about:

- Future Planning
- Functionality
- Security
- Spatial relationships and adjacencies
- Work space furnishings
- Equipment and storage needs
- Parking requirements, etc.

Much of the time spent reviewing the draft program will be used for discussing future changes, current challenges and functional issues. We use our experience to suggest solutions and potential methods to allow the staff to function more efficiently.

During this phase of work, FGMA also spends time observing how the Park District facilities actually function. We have found through conducting many assessments that we can find ways to increase operational efficiency by observing with a “fresh eye”.

After this phase is complete, we will review with the Park District the feedback we received prior to developing a more in-depth building program of space needs.

DELIVERABLES

- Analysis of Draft Program

PROGRAM DEVELOPMENT

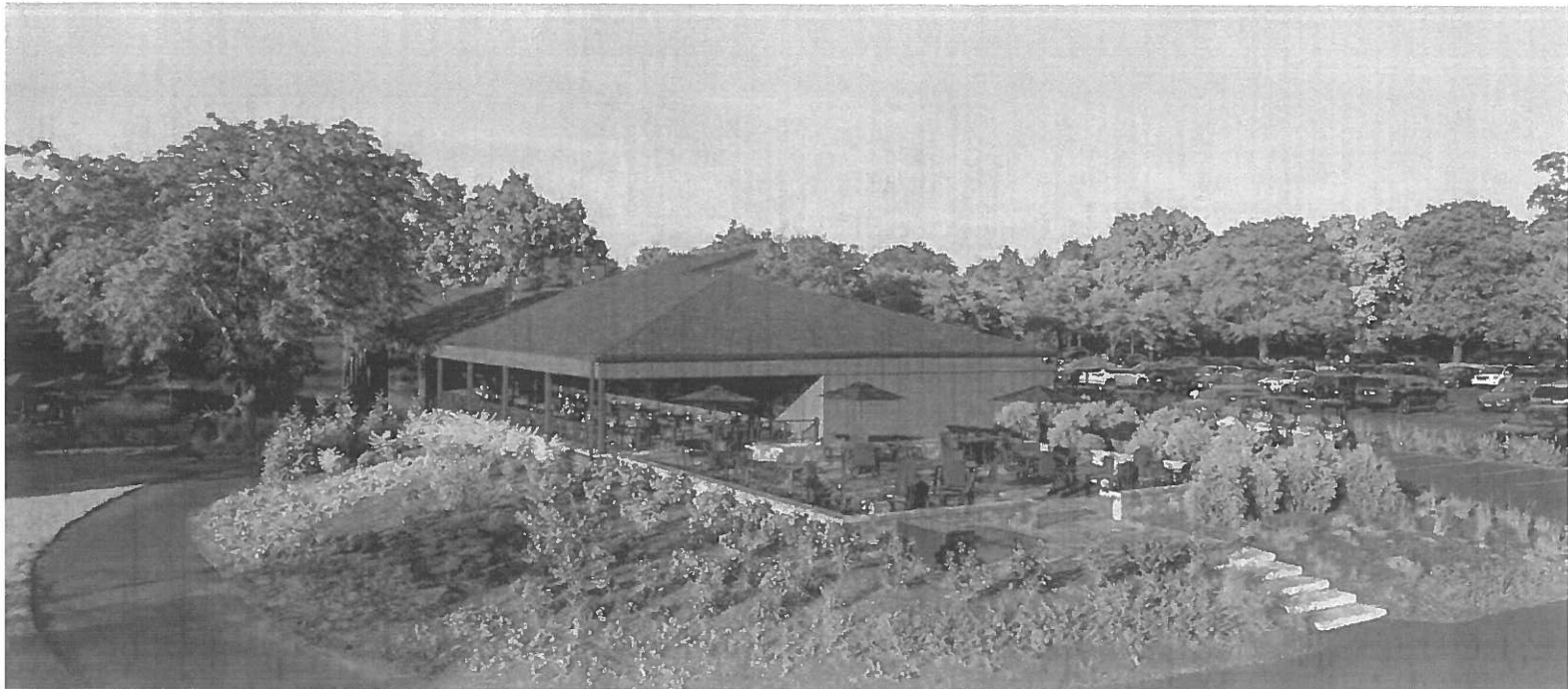
With the review completed, FGMA will prepare a draft Program Statement detailing current and future space need requirements for the new driving range facility. In the Request for Qualifications, it is requested that the future space needs requirements include 10 and 20-year projections.

Included in the program development is an analysis of parking requirements for the Park District staff and public. As Park District and Golf facilities design specialists, we are well versed in codes and standards applicable to both facilities, which can affect space requirements.

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 very important that we get the “recipe” for the space needs correct as the Program is the most important starting point for getting the project right.

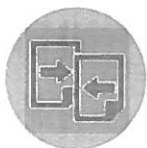
DELIVERABLES

- Program (spreadsheet) detailing current and recommended square footage for all spaces required by the Park District



Phase 2

EVALUATE A RENOVATION OPTION



This second phase will review the potential solutions for renovation of the existing building. FGMA has great experience providing this type of analysis for municipal clients. Our approach for this phase is as follows:

EXISTING BUILDING ANALYSIS

To determine how the existing building can be used in a solution to meet the facility needs for the Park District, we will need to first assess the condition of the existing 24,000 sf building so any potential corrective work can be included within the solution. This will include accessibility, code violations, and maintenance issues.

The existing building analysis will be a factual study which will identify deficiencies that exist and how solve issues identified. Our team of architects, structural, mechanical, electrical engineers, and security consultants will review the general condition of the existing building's components and systems.

We will also request the staff share any insights and information they may have

concerning the existing building. As part of this analysis, the FGMA team will review the following:

- Building components and systems including the site, structure, roof, exterior and interior walls, windows and insulation
- Review of building systems, including mechanical, electrical, plumbing, fire protection and low voltage (data) systems
- Review compliance with accessibility codes and laws
- Identify code violations since the building was originally built or remodeled.
- Review the condition of electronic security, surveillance cameras and recording systems.
- Review the condition and functionality of existing furniture and furnishings.
- Identify remaining life cycle of components and systems.
- For each deficiency noted, identify a potential solution and conceptual budget for the corrective work required if the existing building is to be utilized in the solution.



Upon completion of this analysis, FGMA will have a very good understanding of the existing building's deficiencies, opportunities, and obstacles for utilizing the existing building in a potential solution. During this work, we will request that Park District Maintenance Staff be available to conduct tours of the facility with our team and to answer questions about the building. Upon completion of the report, we will review the findings with the Park District facilities project team.

DELIVERABLES

- Existing Building Feasibility Analysis Report detailing deficiencies, potential solutions and costs to correct each item identified.

REVIEW PARK DISTRICT PROVIDED SOLUTION

With a thorough understanding of the Park District's space needs, opportunities and obstacles for utilizing the existing building as part of any solution, FGMA will develop two conceptual solutions on how to address the needs of the Park District be renovating the existing building to meet operational needs.

Initial explorations will be performed in the form of plan sketches. This work is performed interactively with significant input from staff. For each option explored, a simple "square foot" conceptual budget will be developed to

identify the potential difference in magnitude of costs which must be considered in any solution. We anticipate a series of several meetings between FGMA and the Park District to thoroughly evaluate all the potential options.

Once the initial concept plans are narrowed down, FGMA will further develop selected option(s) with conceptual floor plans and other drawings as necessary to convey the intent of the option. The conceptual plans will be diagrammatic in nature and illustrate where the various components of the driving range facility will be located.

For the renovation option, FGMA will also develop a Project Phasing Plan for the sequencing of the project which will also aid in understanding of operational impacts and project duration, which directly affects project costs.

For the further developed options, FGMA will utilize all information generated and will provide a square foot cost construction estimate and total project budget which includes site and building construction costs, furniture, fixtures and equipment costs, fees and other soft costs.

FGMA understands the importance for an accurate, all-inclusive project budget that the



Park District can rely upon as a reasonably anticipated (\pm) budget for the project as it will be used to secure funding. With our extensive experience in the design and construction of Park District/Golf facilities locally, we have amassed an extensive knowledge base of construction costs. In addition, we monitor global economic conditions, forecasting what may affect the cost of a facility in the future. Our experience and understanding of facility costs will help the Park District to make informed choices on how to best move forward. With all information available, including conceptual site, floor plans and total project budgets, FGMA will develop a comparison analysis for the options which will include:

- Pros and Cons List for Each Option
- Operational Impacts
- Initial Construction Costs
- Operational Costs

DELIVERABLES

- Conceptual Site and Floor Plan Drawings (department / division level diagrams)
- Phasing Plan for Renovation Option
- Budgets for each option developed
- Comparison Analysis

FINAL REPORT AND PRESENTATION TO PARK DISTRICT BOARD

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, a synopsis of all options studied, budgets and recommendations. We will develop a draft report for the Park District



to review and then incorporate any changes requested.

FGMA will make a presentation to the Park District Board to discuss the findings of the assessment.

DELIVERABLES

- PowerPoint Presentation
- Report of Findings
(four copies and an electronic copy)

Phase 3

IMPLEMENTATION OF THE PROJECT



FGMA specializes in providing municipalities with high quality architectural and engineering design services from the beginning to the end of a project and beyond. We are well versed in complex additions and renovations for Park District facilities. The following is a synopsis of our services.

SCHEMATIC DESIGN PHASE

Upon completion of Phase 1 and Phase 2 and with direction from the Park District as to which option will best meet the needs, we would proceed with Schematic Design (SD).

TASK 1: Site analyses will be performed to address zoning, site restrictions, easements, site circulation, existing buildings, landscape and site design, parking and site utilities. We will meet with agencies having jurisdiction over the project and all local utility companies to ensure coordination and compliance with all requirements.



TASK 2: Prepared Schematic Design for the new Park District facilities. The Schematic Design will include floor plans, site plans and building elevations. A series of meetings will be held with the Project Team throughout the schematic design phase to build a consensus for the design of the building.

TASK 3: At key intervals to be identified by the Project Team, FGMA will present initial design to the Park District Board to seek feedback and consensus. Presentations for any desired public forums to present the initial design would occur in this phase.

TASK 4: Upon confirmation of a preferred schematic design, final documentation preparation will include plans, supporting data – goals and objectives, site analyses and program.

TASK 5: Upon confirmation of the selected schematic design option, we will develop an outline description of the building and site improvements. The outline description will include:

Project description

Site plan indicating all major site improvements

Typical architectural building plans and elevations

Non-typical architectural building plans

Structural system descriptions

Mechanical and electrical system descriptions and diagrams

Mechanical and electrical equipment locations

Zoning and code requirement summaries

TASK 6: Develop a Schematic Design Budget for the entire project. At this time, the costs are largely based on square foot costs using historical information.

TASK 7: Review the project for Value Engineering Alternatives.

TASK 8: We will review alternative options for such major building systems as the exterior envelope and HVAC distribution system. These studies shall be suitable for developing preliminary pricing, life cycle, and operation costs to determine the appropriate systems for the building.

TASK 9: A preliminary building code review will be prepared.

TASK 10: Have an initial meeting with the Building and Zoning Official to present the project scope, garner input, and discuss the overall project review process.

TASK 11: Obtain Park District approval to proceed into Design Development.

DESIGN DEVELOPMENT PHASE

The intent of this phase is to refine and further define all design elements of the project. Coordination of all the building systems is addressed and materials and finishes for the exterior and all public spaces are selected. Building standards for Park District facility are developed. Space finishes and materials are selected.

TASK 1: Based on the approved schematic design documents and any adjustments authorized by the Park District to the program or budget, we will prepare design development documents consisting of drawings and other documents to fix and describe the size, location and character of each element of the entire project pertaining to architectural, civil landscape, structural, mechanical and electrical systems and materials.

TASK 2: Conduct meetings with the Project Team during the design development phase with all current planning groups, and consultants to confirm that the design development documentation is following the established schematic design direction and to obtain additional information required for

the greater level of detail provided by Design Development documentation.

TASK 3: Coordinate design work with Park District vendors, such as information technology and communications equipment, which will be provided separately.

TASK 4: Develop initial furniture layouts. FGMA believes developing initial furniture and equipment layouts early provides for a better overall design as spaces can still be relatively easily manipulated to accommodate identified needs.

TASK 5: Identify low voltage, data, security, and audio/visual equipment requirements.

TASK 6: Determine initial interior finish materials and color palate for the project.

TASK 7: Prepare outline building specifications for the project. This will include information for all major building elements.

TASK 8: Prepare a design development cost estimate. Cost estimates at this stage are a combination of quantity take offs, unit pricing, and square foot costs/ allowances for items not fully developed.

TASK 9: The project team will review the project for Value Engineering Alternatives.

TASK 10: Present the project to the Park District Board for approval.

TASK 11: Obtain Park District approval to proceed into Construction Documents.

CONSTRUCTION DOCUMENT PHASE

The Construction Documents serve to communicate to the Park District and construction professionals the work required to complete the project including: materials and equipment, relationships of materials and systems and quality.



TASK 1: Upon approval of the design development document phase, and based on the selected alternative system studies, we shall prepare complete construction documents. The construction documents shall consist of complete contract drawings and specifications. FGMA will assist the Park District in preparation of the general conditions, instructions to bidders and other necessary documents.

TASK 2: FGMA will provide progress review documents at 50%, 80% and 100% completion for Park District reviews and approvals. During the Construction Document Phase, FGMA utilizes Newforma, a file management system allowing team members access to the latest documents which are updated on a periodic basis.

TASK 3: Conduct meetings with the Project Team and all planning groups, consultants as required to obtain necessary information and approvals to complete the Construction Documents.

TASK 4: Coordinate design work with Park District vendors, including information technology and communications contractors, which will be provided under separate contracts.

TASK 5: CD Quality Control Review: FGMA has a quality control program that provides both continuous quality monitoring during project design with a strictly enforced system of periodic review. All our projects are reviewed extensively prior to being released for Bidding.

TASK 6: Prepare cost estimates at 75% Construction Document completion. Cost estimates rely primarily on quantity take offs and vendor and sub-trade input on costs.

TASK 7: FGMA will assist the Park District in filing the required documents for building permit approval of authorities having jurisdiction over the project.

TASK 8: Present the final plans and budgets to the Park District. This will include a sheet by sheet review of the drawing set.

TASK 9: Obtain Park District approval to proceed into the Construction Phase and bid the project.

BIDDING PHASE

In this phase of work, FGMA will assist the Park District to issue Construction Documents for Bidding to construction professionals.

TASK 1: FGMA shall respond to questions from contractors during the bidding phase.

TASK 2: FGMA will attend and / or facilitate a pre-bid conference.

TASK 3: FGMA will prepare and issue addenda

TASK 4: Upon receipt of bids, assist Park District in determining the most qualified low bidder. The review of a bidder's qualifications takes place on several levels. From an objective standpoint, information can be gathered reflecting the contractor's previous experience, financial stability, etc. by requiring submission of an AIA A305 (or similar) qualification statement.

Equally important, however, is an assessment of the contractor's workmanship, efficiency, responsiveness and other attributes, which cannot be determined by reviewing a qualification statement. Here FGMA would rely on conducting thorough reference checks and our many years of experience working with construction professionals on local governmental projects.

TASK 5: Recommend the most qualified bidder and present bid results to Park District Board.

CONSTRUCTION PHASE

With our local Construction Administration partner, Performa, the Construction Administration phase will be given our full attention to assure that the projects are completed expeditiously and, in the manner intended.

TASK 1: Acting as the Park District's advocate, we will provide administration of the construction contract including advising and consulting with the Park District; meeting with

Authorities Having Jurisdiction; forwarding all Park District instructions to the contractor(s); review of shop drawings, samples and other submissions of the trade contractors; interpreting the documents for the trade contractors; issuing certifications of payment and certificates of substantial completion and review and issuing change orders.

TASK 2: FGMA shall answer requests for information (RFIs).

TASK 3: We will provide an average of one site visit per week for on-site observation and for construction meetings Park District and contractor.

TASK 4: Assist in coordinating work with Park District vendors which will be provided under separate contracts.

TASK 5: Review "pencil draw" payment requests and certify monthly payment requests after any corrections are made.

TASK 6: When the project is substantially complete, we shall prepare, and coordinate punch lists of items requiring remedial work or replacement, collect and deliver to the Park District written warranties and other related documents.

TASK 7: FGMA will assist the Park District as requested to ensure proper system start up procedures are followed and building commissioning has been completed.

TASK 8: We would provide a punch-list, and then follow-up with reviews and to assist the Park District and contractors as required to obtain final Certificate of Occupancy.

TASK 9: Prepare record documents for Park District. Provide hard copies and in digital format as required.



TASK 10: Ten months after substantial completion of the project, with Park District and contractor, observe building architectural and MEP/FP systems. Prepare a defects list. Assist Park District in the coordination, review and approval of all corrective action under the warranties.

PROVISION OF SERVICES

SERVICES ANTICIPATED TO BE PROVIDED BY FGMA IN-HOUSE INCLUDE:

- Architecture
- Interior Design
- Security Design
- Resilient Design
- Landscape Architecture
- Furniture Design and Procurement
- Sustainable Design Consulting
- Green Roof Design
- Focus on Energies Grant Assistance

SERVICES TO BE PROVIDED BY FGMA'S CONSULTANTS INCLUDE:

- Civil Engineering (including surveying)
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering (including low voltage and data system design)

- Plumbing Engineering
- Fire Protection Engineering
- Electronic Security Consulting
- Audio/Visual Consulting
- Building Commissioning

SERVICES ANTICIPATED TO BE PROVIDED BY WHEATON PARK DISTRICT INCLUDES:

- Construction Phase Testing
- Environmental Consultant
- Information Technology Design

SECTION

5

Project Schedule



PROJECT SCHEDULE

Considerations as part of the proposed project schedule:

Staff Meeting Q&A with Dan Novak, Steve Hinchee, Matthew Nations, Andrew Ogata, Dan Nicholas.

2026 is the 100 anniversary of the golf course and the goal is to have project completed in this calendar year.

No current survey work is available, and current survey needs to be included in RFP response – Added Value Service.

End of golf season is defined as October 15.

Board Meeting award for construction contract would be September 24.

Award of RFP selection / Design Team approval is anticipated to be Board Meeting May 21.

Decision making team to be Dan N, Steve H, Matthew N, Andrew O + Mike B, John K.

Stormwater management has not been anticipated by will most likely be required based on disturbed area.

Owner preferred Design/Bid/Build delivery system vs. CM at Risk.

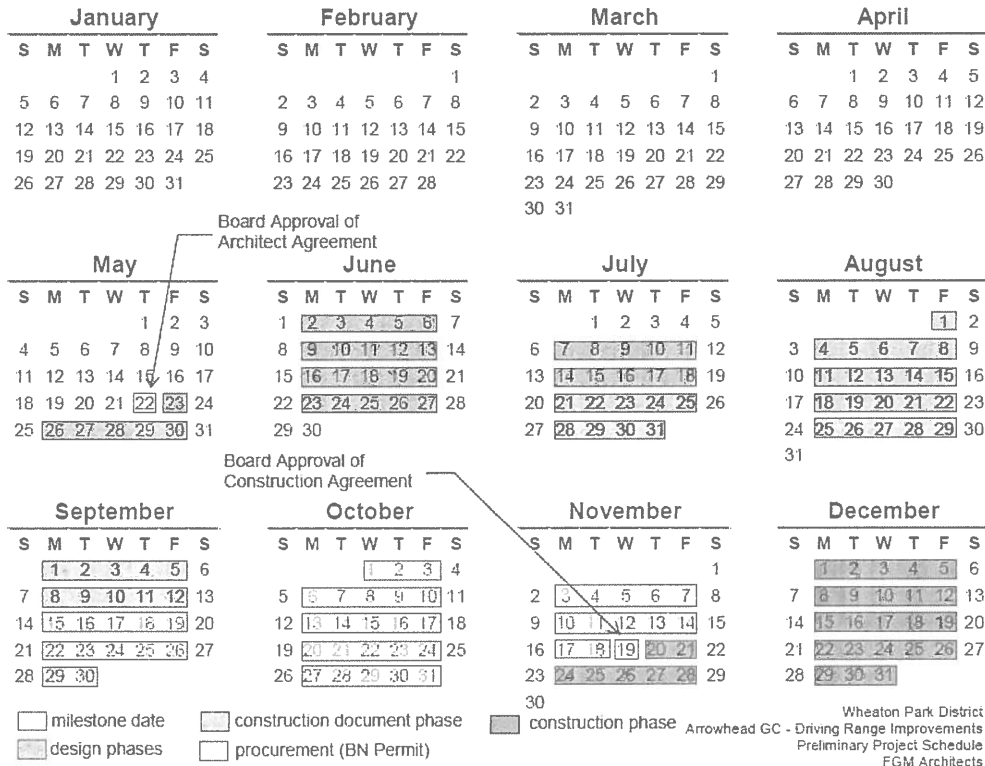


Schedule 1 (All work permitted, bid and constructed under a single GC contract)

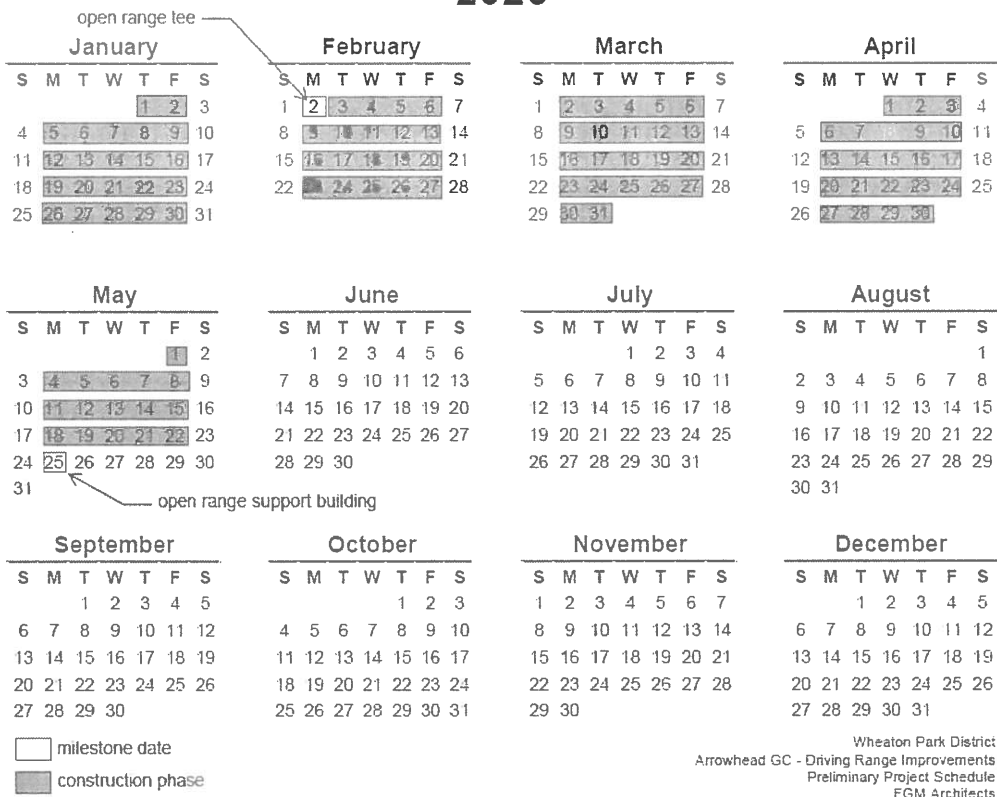
(Single design phase, 50% CD budget while CD's continue, permitting limited to 10 weeks, minimal bidding and GC contract award time, construction phase is weather dependent)

Board Approval of A/E Agreement	May 21, 2025
Design Phase	May 22 – July 18
Programming & Concept Budget (1 week)	May 22 – May 30
Design Work + Design Mtg + Budget (2 weeks)	June 2 – June 13
Design Work + Design Mtg + Budget (2 weeks)	June 16 – June 27
Holiday Week	June 30 – July 4
Design Work + Design Mtg + Budget (2 weeks)	July 7 – July 18
Design Approval	July 18
Construction Document Phase	July 21 – September 12
Construction Documents (4 weeks)	July 21 – August 15
Budget (2 weeks)	August 18 – August 29
Construction Documents (4 weeks)	August 18 – September 12
Advertisement for Bid (2 weeks)	September 1 – September 1
Bidding/Negotiations/Permitting Phase	
Permitting (8-10 weeks)	September 15 – November 19
Bidding (4 weeks)	September 15 – October 10
Bidding Review & Contract (2 weeks)	October 13 - October 24
<i>Board Meeting</i>	<i>October 15, 2025</i>
Board Approval	November 19, 2025
Construction Phase	
General Construction	November 20 -
Range Cover + Site Dvlpmnt (8 weeks)	November 20 – January 9
Range Cover + Site Dvlpmnt Punchlist (3 weeks)	January 12 – January 30
Range Cover + Site Dvlpmnt Complete	February 2, 2026
Support Building (23 weeks / 5+ months)	November 20 – May 1
Support Building Punlist (3 weeks)	May 4 – May 22
Support Building Complete	May 25, 2026

2025



2026





SECTION

6

Proposed
Compensation

PROPOSED COMPENSATION

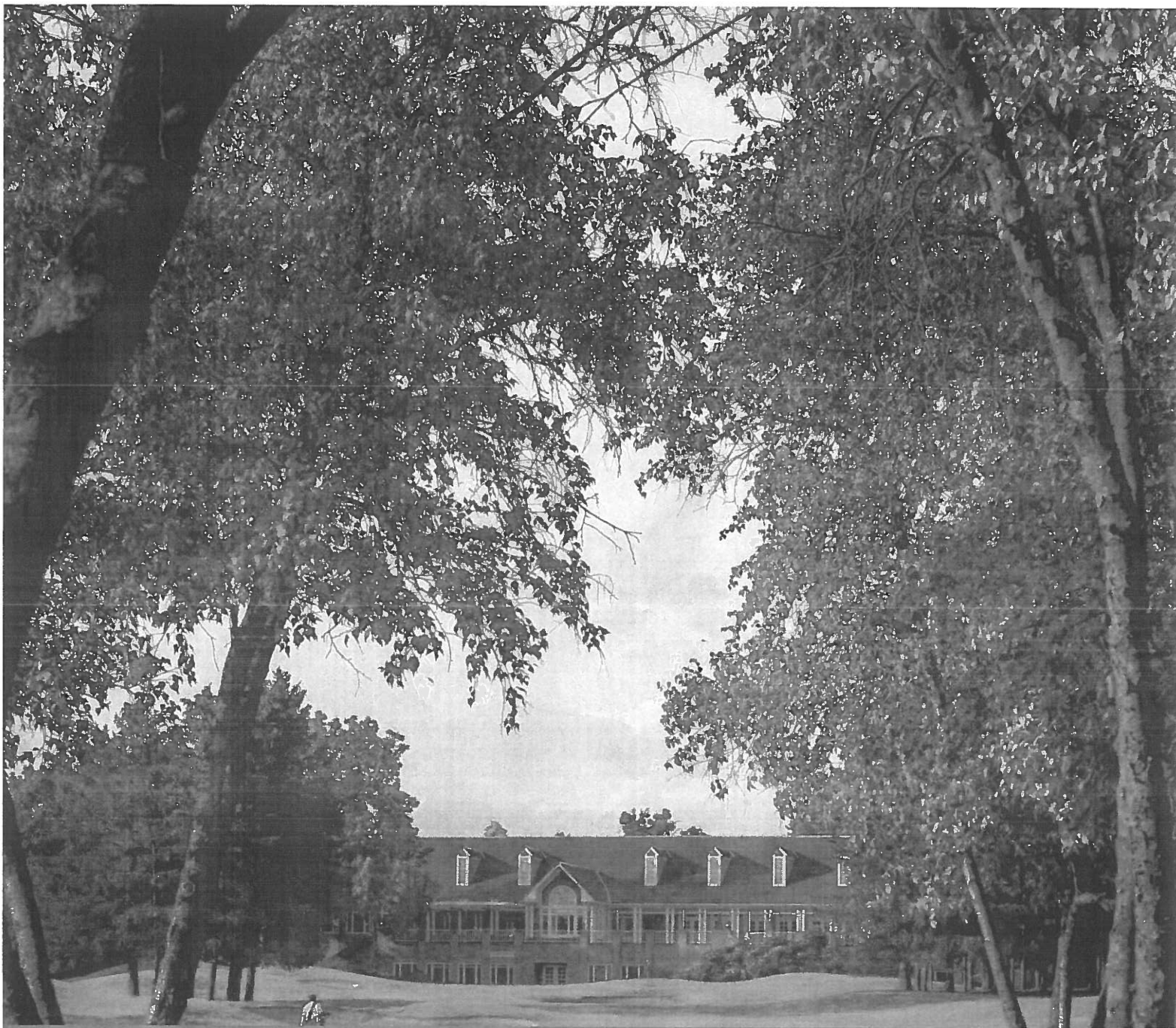
Basic Services (Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection)

Schematic Design	\$23,500 (lump sum)
Design Development	2% of assigned Construction Value
Construction Documents	3% of assigned Construction Value
Procurement + Construction	2% of assigned Construction Value

Added Value Services

Site Survey (Webster McGrath Alberg)	\$4,840
Private Utility Locate (TBD)	\$2,000 allowance
Civil Engineering (Webster McGrath Alberg)	\$negotiated
Landscape Design (TBD)	\$negotiated
Golf Course Design (Greg Martin)	\$negotiated
Food Service Design (TBD)	\$negotiated
Range Cover Design (Cover the Tees)	\$included in Cover the Tees
3r Party Cost Estimating (EP Doyle)	\$included in SD Fee

We Build Community



SUBMITTED BY

DAN NICHOLAS

Principal-in-Charge

DanNicholas@fgmarchitects.com | 630.576.1086

1 Westbrook Corporate Center, Suite 1000
Westchester, Illinois 60154

SUBMITTED TO

STEVE HINCHEE

Wheaton Park District | Arrowhead Golf Course

shinchee@wheatonparks.org

26W151 Butterfield Road
Wheaton, Illinois 60189

fgma
FGMARCHITECTS

