

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made this 28th day of May, 2024, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and FGM Architects Inc., a Delaware corporation ("Consultant"). Park District and Consultant are hereinafter sometimes individually referred to as a "Party" and collectively as "Parties."

### RECITALS

WHEREAS, the Park District desires the Consultant to perform certain consulting services for the Park District in connection with its Rice Pool and Water Park Audit (the "Project"), as detailed in the Consultant's proposal dated April 23, 2024, attached hereto and incorporated herein as **Exhibit A** ("Consultant's Proposal"); and

WHEREAS, the Park District wishes to retain the Consultant and the Consultant wishes to provide the services to the Park District described hereunder based on the terms and conditions set forth in this Agreement.

### WITNESSETH

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and the Consultant agree as follows:

1. Consulting Services. The Park District hereby hires Consultant and Consultant hereby agrees to provide consulting services, upon the terms and conditions set forth in the Contract Documents ("Services").
2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Consultant, the Consultant's Proposal, any addenda issued prior to the execution of this Agreement, and any modifications made in writing and endorsed by the Parties after the execution of this Agreement (collectively, "Contract Documents"). All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any inconsistency, ambiguity, conflict, discrepancy, or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) modifications to this Agreement; b) this Agreement; and c) Consultant's Proposal, as modified by any duly issued addenda.
3. Deliverables and Term. The Consultant shall provide all deliverables in accordance with Consultant's Proposal. The Consultant shall provide a preliminary project schedule to the Client for their approval. The schedule may be updated from time to time throughout the project with the Client's approval.

4. Performance of Work. The Consultant agrees to perform faithfully, industriously, and to the best of the Consultant's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry professionals engaged in similar services, all of the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Park District. The Consultant shall perform all of its duties hereunder according to the Park District's requirements and in compliance with applicable federal, state and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

5. Payment for Services.

a. The Park District agrees to compensate the Consultant for providing the Services in the total not-to-exceed amount of Twenty-One Thousand Five Hundred and 00/100 Dollars (\$21,500.00) ("Consultant's Fee"). Reimbursable expenses as set forth in Section 6 of this Agreement shall be in addition to the Consultant's Fee.

b. The Consultant shall invoice the Park District on a monthly basis for all Services provided by the Consultant to the Park District for the preceding month. Payment of said invoices, and any late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

c. Prior to final payment to Consultant, the following conditions shall be fulfilled by Consultant:

i. Consultant shall have made, or caused to have been made, all corrections and completion in the Consultant's Services which are required to remedy any defects therein or obtain compliance with this Agreement. Consultant shall, if required by the Park District, deliver a certificate to the Park District certifying such matters as the Park District may reasonably require.

ii. Consultant shall have delivered to the Park District all deliverables required by this Agreement.

6. Reimbursable Expenses. The Consultant shall be entitled to reimbursement of One Hundred Ten Percent (1.10) times Consultant's actual direct cost of the same for the following items:

- i. Expense of postage and/or delivery.
- ii. Expense of reproducing or scanning Owner's "existing conditions drawings" or "construction drawings" of facilities being evaluated.
- iii. Expense of presentation boards printed "out-of-house" or models authorized by the Owner.

- iv. Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized in advance by the Owner. (For our Aquatic consultant, we anticipate one site visit to perform the Aquatic Facility Audit and one board meeting to present findings).
- v. Fees and expenses of consultants.
- vi. Expense of Contract Document printing for permit submittal.
- vii. Any fees paid by FGMA to authorities having jurisdiction over the project.
- viii. Expense of Contract Document printing for bidding and construction purposes. tolls and parking.

Consultant shall not be entitled to any additional payment for services or reimbursement for expenses except as provided in Section 7 of this Agreement.

7. Additional Services. Except for this Agreement, there shall be no other basis for compensation for services or reimbursement for expenses rendered on behalf of the Project by Consultant ("Additional Services") unless otherwise mutually agreed upon in writing by the Parties. In the event Additional Services are required, Consultant shall notify the Park District regarding the nature and extent of any said Additional Services. For any such Additional Services, the Park District shall pay Consultant in accordance with the task specific flat rates and/or hourly billing rates set forth below. Consultant shall not perform any Additional Services unless approved in writing in advance by the Park District.

#### Standard Billing Rates & Expenses

##### **FGM Architects Inc.**

Principal	\$300.00/Hour
Arch IV	\$260.00/Hour
Arch III	\$220.00/Hour
Arch II	\$180.00/Hour
Arch I	\$140.00/Hour

Interior Designer IV	\$240.00/Hour
Interior Designer III	\$200.00/Hour
Interior Designer II	\$160.00/Hour
Interior Designer I	\$120.00/Hour

Project Administrator	\$135.00/Hour
Intern	\$75.00/Hour

##### **Counsilman-Hunsaker Operations, LLC**

Principal	\$285.00/Hour
Director	\$250.00/Hour
Project Manager	\$220.00/Hour

Project Engineer/Architect	\$185.00/Hour
Design Associate	\$155.00/Hour
Administrative	\$90.00/Hour

Task Specific Flat Rates

Site Visit:	\$1,800.00/day plus expenses
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8. Park District Responsibilities. The Park District agrees to provide all materials and other information necessary to or requested by the Consultant reasonably necessary for the Consultant to complete the delivery of the Services by the Consultant in a timely manner. Park District agrees to give Consultant proper credit for its professional services in Park District's official communications, published articles, and temporary project identification signage.

9. Designated Representatives. The Park District hereby designates Rob Sperl as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to the Consultant at all reasonable times for consultation with the Consultant. The Consultant shall confirm to the Park District in writing any decision made by the Park District's Representative. The Consultant hereby designates Dan Nicholas as the Consultant's Representative ("Consultant's Representative") for all matters for the Consultant under this Agreement and with respect to the Services to be performed by the Consultant for the Park District. The Consultant's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by the Consultant's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

10. Ownership of Instruments of Service. Consultant retains the ownership of documents prepared by it as instruments of service. Upon payment of outstanding invoices related to this Agreement, Park District is granted a non-exclusive, non-revocable license to use the documents, or copies of the documents, created during the performance of Consultant's Services for reference, marketing and operation of the Project. The license granted under this section shall also permit the Park District to authorize the contractor, subcontractors, sub-subcontractors, suppliers, and consultants to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. However, Consultant retains the exclusive copyright to the plans, designs and information contained on the documents and all other use of the documents is expressly prohibited except when granted, in writing, by Consultant. Park District agrees to defend and hold Consultant harmless from any claim arising from the alleged damages as a consequence of re-use or unauthorized use of the documents. If Consultant provides any documents in digital format, at Park District's direction, Consultant cannot and does not represent, warrant or take any responsibility for the proper operation, compatibility or use of any third-party software products or the media on which the documents are transmitted, including but not limited to software, memory devices or transmission by electronic mail. The Architect shall not use the instruments

of service to design another project which is substantially similar to the Project, provided the Owner substantially performs its obligations under this Agreement.

11. Other Consultants. The Park District reserves the right to retain other consultants and enter into other contracts for professional services in connection with the Project. Consultant shall cooperate fully with any other consultants retained by Park District and shall properly coordinate the Services with those services provided by other consultants.

12. Termination. This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon five (5) days written notice. In the event of such termination, the Consultant will be paid for all approved Services rendered to the date of termination, and upon such payment, all obligations of the Park District to the Consultant under this Agreement shall cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

The Park District or Consultant shall have the right to terminate this Agreement immediately and without notice upon the Consultant's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. In the event of such termination, payment to the Consultant of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by the Consultant against the Park District under this Agreement, and acceptance of sums paid by the Consultant shall constitute a waiver of any and all claims that may be asserted by the Consultant against the Park District. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

13. Insurance. The Consultant shall obtain and maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance. The Consultant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 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 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 Agreement (including the tort liability of another assumed in a business Agreement). The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent 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 the Park District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. If the Park District 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 Agreement, the Consultant waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Consultant's work.

B. Professional Liability Insurance. The Consultant shall maintain professional liability with a limit of not less than \$1,000,000 per claim for each negligent act to the extent caused from the negligent performance or failure to perform professional services and \$2,000,000 aggregate.

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

D. Workers Compensation Insurance. The Consultant shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease.

#### E. General Insurance Provisions

(1) Evidence of Insurance. Prior to beginning the Services, the Consultant shall furnish the Park District 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 the Park District prior to the cancellation of any insurance referred to therein. Written notice to the Park District shall be by mail. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting the Consultant from entering the project site and commencing the Services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District. Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. The Consultant shall provide copies of all insurance policies required above within 10 days of the Park District's 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 Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) Cross-Liability Coverage. If the Consultant's general 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 Park District. At the option of the Park District, the Consultant may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, 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) Subconsultants. The Consultant shall cause each subconsultant employed by Consultant to purchase and maintain insurance of the type specified above. When requested by the Park District, Consultant shall furnish copies of certificates of insurance evidencing coverage for each subconsultant.

14. Indemnification. To the fullest extent permitted by law, Consultant, its officers, directors, employees, and agents shall indemnify and hold harmless the Park District and its elected and appointed officials, officers, employees, volunteers from and against damages, causes of action, judgment, losses, costs and expenses, including reasonable legal fees (attorneys' and paralegals' fees and court costs), to the extent caused from Consultant's and Consultant's subconsultants negligent performance of the 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, including the loss of use resulting therefrom and (ii) to the extent caused by any wrongful or negligent act or omission of Consultant, any subconsultant, anyone directly 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 the Park District. 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. Consultant shall similarly indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers against and from damages and expenses including reasonable legal fees, incurred by reason of the Consultant's breach of its obligations under, or the Consultant's default of, the provisions of this Agreement.

15. No Liability. The Park District shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation the Consultant's employees, or for any damage to, destruction, theft or misappropriation of any property, relating to the Consultant's Services and obligations under this Agreement. The Park

District shall not be liable for acts or omissions of the Consultant or any of the Consultant's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Consultant.

16. Independent Contractor. The relationship between the Consultant and the Park District is that of an independent contractor. The Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. The Consultant shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. The Consultant is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

17. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

18. Laws, Permits, Approvals and Licenses. The Consultant shall comply with the professional standard of care with applicable codes, laws, ordinances, rules, and regulations of the Park District, the City of Wheaton, DuPage County, the State of Illinois, and the Federal Government.

19. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois.

20. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of either Party to enforce the provisions of this Agreement or require performance by the other Party of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of that Party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

21. Non-Assignment. This Agreement is non-assignable in whole or in part by the Consultant, and any assignment shall be void without prior written consent of the Park District.

22. Entire Agreement. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.

23. Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.



24. 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.

25. Notice. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by email, or deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Park District:       Wheaton Park District  
102 E. Wesley  
Wheaton, IL 60187  
Attention: Rob Sperl  
Email: rsperl@wheatonparks.org

If to Consultant:       FGM Architects Inc.  
1211 West 22<sup>nd</sup> Street, Suite 700  
Oak Brook, IL 60523  
Attention: Dan Nicholas  
Email: DanNicholas@fgmarchitects.com

26. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

27. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Park District employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

28. No Collusion. The Consultant represents and certifies that (1) the Consultant is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those

disclosed to the Park District prior to the execution of this Agreement; and (3) this Agreement is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Park District for all loss or damage that the Park District may suffer, and this Agreement shall, at the Park District's option, be null and void.

29. Sexual Harassment Policy. The Consultant certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

30. Non-Discrimination. In all hiring or employment by the Consultant pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Consultant agrees that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

31. No Waiver of Tort Immunity. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment by Park District of the rights, privileges, defenses and immunities available or afforded to it under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands and seals as of the day and year first above written.

WHEATON PARK DISTRICT

By: 

Name: Michael Benard

Title: Executive Director

Attest: 

Title: Executive Assistant

Date: 5/30/2024

FGM ARCHITECTS INC.

By: 

Name: John C. Dzarnowski, AIA

Title: Chief Executive Officer

Attest: 

Title: Administrative Assistant

Date: 5/28/2024

**EXHIBIT A**

Proposal Submitted by FGM Architects dated April 23, 2024



# FGMARCHITECTS

April 23, 2024  
May 6, 2024 - Revised

Mr. Rob Sperl  
Director of Parks and Planning  
**Wheaton Park District**  
102 E. Wesley  
Wheaton, Illinois 60187

Re: Architectural Services for Rice Pool Facility Audit, Wheaton, Illinois

Dear Mr. Sperl,

FGM Architects is pleased to submit this proposal to provide architectural services for Rice Pool, Wheaton, Illinois. We are very excited at the possibility of building a relationship with the Park District with this effort. We believe that our team is uniquely qualified to deliver a successful project for the Wheaton Park District.

- FGMA provides a collaborative process with clients, community and consultants leading to a more integrated project approach and better quality of project documentation and coordination.
- Team members and consultants have extensive experience in aquatic and recreational facilities and are skilled facilitators of community participatory processes.
- FGMA brings to the project a reputation for design excellence and quality service throughout Illinois.

We have enclosed a copy of our proposal for your review. Should you have any questions regarding the enclosed proposal or require additional information please let us know. We look forward to the opportunity to assist the Wheaton Park District with this project.

Sincerely,



FGM Architects Inc.  
**John Dzarnowski, AIA, NCARB | CEO**  
[johnd@fgmarchitects.com](mailto:johnd@fgmarchitects.com)

# FGMARCHITECTS

Proposal for

Architectural Services

for

**Rice Pool Facility Audit**  
Wheaton, Illinois

Submitted to:

**WHEATON PARK DISTRICT**  
102 E. Wesley  
Wheaton, Illinois 60187

By:

**FGM ARCHITECTS INC. (FGMA)**  
1211 West 22nd Street, Suite 700  
Oak Brook, Illinois 60523

April 23, 2024

# FGMARCHITECTS

## 1.0 SCOPE OF PROJECT

- 1.0.1 Wheaton Park District, hereinafter referred to as the Owner, intends to have an **Aquatic Facility Audit** prepared for their existing Rice Pool and Water Park.
- 1.0.2 The property for the Project is currently owned by the Wheaton Park District.
- 1.0.3 We do not anticipate any zoning requirements for this Project.

## 2.0 SCOPE OF ARCHITECT'S SERVICES

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

### 2.1 Aquatic Facility Audit

- 2.1.1 The investigation of the Aquatic Facility shall include the objectives below while focusing on perceived or actual substandard conditions and/or shortcomings of the overall facility. The investigation will also include identification of any equipment and/or systems possibly requiring more intensive evaluation by consultants specializing in other disciplines not covered in this original proposal.
- 2.1.2 Investigative Objectives - Description of the physical condition of the swimming pool including visual inspection of the following areas:
  - 2.1.2.1 Exposed pool piping and circulation systems including valves, gauges, flow meters, and supports in mechanical room.
  - 2.1.2.2 Pool filtration system.
  - 2.1.2.3 Circulation pump.
  - 2.1.2.4 Pool heater.
  - 2.1.2.5 Chemical control, feeder and storage systems.
  - 2.1.2.6 Pool structure and pool finish (visual only).
  - 2.1.2.7 Perimeter pool gutters.
  - 2.1.2.8 Pool and deck markings.
  - 2.1.2.9 Deck equipment (including dive stands).
- 2.1.3 Investigative Objectives - Commentary on the aquatic facility and support spaces and systems including:
  - 2.1.3.1 Bather preparation areas.

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- 2.1.3.2 Pool management, staff and pool equipment areas.
- 2.1.3.3 Concession areas.
- 2.1.3.4 Bather decks, surface and drainage.
- 2.1.3.5 Landscape and green spaces.
- 2.1.3.6 Security and convenience fencing.
- 2.1.3.7 Site and pool lighting.
- 2.1.3.8 Pool Equipment building and other ancillary structures, including surge tanks.
- 2.1.4 Investigative Objectives - Compliance with applicable codes including:
  - 2.1.4.1 Americans with Disabilities Act (ADA) Accessibility Guidelines.
  - 2.1.4.2 Illinois Accessibility Code (IAC).
  - 2.1.4.3 Illinois Department of Public health Swimming Pool and Bathing Beach Code.
  - 2.1.4.4 Local Building Code.
  - 2.1.4.5 Virginia Graham Baker Act requirements.
- 2.1.5 Owner Provided Data - To assist in the preparation of the Aquatic Facility Audit, we would request access to or copies of the following items from the Owner, if available:
  - 2.1.5.1 A written Owner provided staff report regarding existing conditions or existing equipment problems and ongoing maintenance issues, including any recent work completed at the pool.
  - 2.1.5.2 Original and subsequent construction drawings, specifications, shop drawings and submittal data for the pool.
  - 2.1.5.3 Operations and Maintenance Manuals, and submittal or manufacturer's data for equipment currently installed.
  - 2.1.5.4 Copies of reports from regulatory agencies outlining any deficiencies in the facility.
  - 2.1.5.5 Records of annual water usage, including estimate of current loss of water (quiescent) in 24 hour period.
- 2.1.6 Facility Audit Report - Preparation of a final written report which will include prioritized recommendations for improvements to the existing aquatic systems and facility. The report will provide specific commentary on any necessary repairs, replacement or restoration of the aquatic systems and identify the priority status of each as immediate, remedial or long range. The Aquatic Facility Audit Report will contain the following information:
  - 2.1.6.1 Existing facility description of swimming pools.



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2.1.6.2 Current condition of swimming pool and bather support spaces and systems (including bathhouse & concessions).

2.1.6.3 Compliance with current codes including severity of infraction.

2.1.6.4 Identification of safety concerns.

2.1.6.5 Current swimming pool facility design and equipment trends.

2.1.6.6 Sustainability recommendations.

2.1.6.7 Identification of "wish list" features or changes desired in the facility.

2.1.6.8 Recommended short and long term facility repairs / replacements.

2.1.6.9 Cost estimates and feasibility analyses for above repair / replacement recommendations.

2.1.7 The following likely invasive services are not included in this Proposal, and, if required to obtain a complete understanding of the aquatic facility, may be recommended in the future to be contracted for separately by the Owner:

2.1.7.1 Concrete testing of the pool foundations, surge tank, etc.

2.1.7.2 Determining cause of identified water loss / underground pipe testing.

2.1.7.3 Geotechnical testing and analysis of the site.

2.1.7.4 Determination of water table elevation at the site.

2.1.7.5 Identification of local aquifers at the site.

2.1.7.6 Locating electrical currents and their sources around the pools / electrical testing.

## 2.2 Consultants

2.2.1 Aquatic Consultant will be Counsilman-Hunsaker. No other consultants are provided for this scope of work.

2.2.2 Survey, geotechnical (soil borings), material testing and hazardous waste engineering services are not included in this proposal.

## 3.0 ARCHITECT'S COMPENSATION

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

3.1 For all professional services in connection with **Aquatic Facility Audit** as described in **Paragraphs 2.1 and 2.2** above we propose a **Lump Sum Fee of \$21,500 plus Reimbursable Expenses** as defined within this Proposal (local travel (travel less than 100

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miles), phone, fax, and printing of review sets for design coordination shall not be charged as a Reimbursable Expense).

- 3.2 For any Additional Services authorized by the Owner beyond the scope of this Proposal FGMA shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses. Consultants Hourly Billing Rate Schedule for the Project, if applicable, shall be forwarded to Owner upon Owner's request.
- 3.3 In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items.
  - 3.3.1 Expense of postage and/or delivery.
  - 3.3.2 Expense of reproducing or scanning Owner's "existing conditions drawings" or "construction drawings" of facilities being evaluated.
  - 3.3.3 Expense of presentation boards printed "out-of-house" or models authorized by the Owner.
  - 3.3.4 Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized in advance by the Owner. (For our Aquatic consultant, we anticipate one site visit to perform the **Aquatic Facility Audit** and one board meeting to present the findings).
  - 3.3.5 Fees and expenses of any consultants.
  - 3.3.6 Expense of Contract Document printing for permit submittal.
  - 3.3.7 Any fees paid by FGMA to authorities having jurisdiction over the project.
  - 3.3.8 Expense of Contract Document printing for bidding and construction purposes.
- 3.4 Payments
  - 3.4.1 Payments shall be made by the Owner to FGMA upon receipt of FGMA's invoice in accordance with the Local Government Prompt Payment Act.
- 3.5 Non-payment of invoices shall constitute grounds for discontinuing service.

## 4.0 FORM OF AGREEMENT

- 4.1 Should our proposal be acceptable; execution of the signature page below will indicate acceptance of this proposal and this document shall serve as our Agreement for the work indicated above.

# FGMARCHITECTS

We appreciate this opportunity to be of service to the Wheaton Park District for this exciting Project.

**FGM ARCHITECTS INC.**

Agreed and Accepted by:

Wheaton Park District

FGM Architects Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# FGMARCHITECTS

## HOURLY RATE SCHEDULE Effective November 1, 2023\*\*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

### FGM ARCHITECTS INC.

Principal	\$300.00
Arch IV	\$260.00
Arch III	\$220.00
Arch II	\$180.00
Arch I	\$140.00
Interior Designer IV	\$240.00
Interior Designer III	\$200.00
Interior Designer II	\$160.00
Interior Designer I	\$120.00
Project Administrator	\$135.00
Intern	\$75.00

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

### Counsilman-Hunsaker Operations, LLC.

Principal	\$285.00
Director	\$250.00
Project Manager	\$220.00
Project Engineer/ Architect	\$185.00
Design Associate	\$155.00
Administrative	\$90.00
Site Visit	\$1,800.00 / day plus expenses