

 **AIA** Document G802[®] – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Wheaton Park District Arrowhead
Golf Club Driving Range
Improvements
26W151 Butterfield Road
Wheaton, Illinois 61089

AGREEMENT INFORMATION:
Date:
09/29/2025

AMENDMENT INFORMATION:
Amendment Number:
001

Date:
02/24/2026

OWNER: *(name and address)*
Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187

ARCHITECT: *(name and address)*
FGM Architects Inc.
1 Westbrook Corporate Center, Suite
1000
Westchester, IL 60154

FGMA # 26-4452.01

The Owner and Architect amend the Agreement as follows:

Civil Engineering
Golf Course Design
3rd Party Estimating

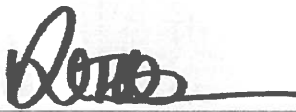
The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Basic Services Fee

Civil Engineering\$29,500.00
Golf Course Design\$31,425.00
3rd Party Estimating\$3,500.00

Total Adjustment\$64,425.00

Schedule Adjustment:
None



ARCHITECT *(Signature)*

BY: Daniel T. Nicholas, Principal
(Printed name, title, and license number if required)

11/05/2025
Date



OWNER *(Signature)*

BY: Michael Benard, Executive Director
(Printed name and title)

3/24/2026
Date

TO: Board of Commissioners

FROM: Brian Kimbrough, Director of Parks and Planning
Steve Hincee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Arrowhead Driving Range Improvements-
Amendment 1 to FGM Architects Contract

DATE: March 4 2026



SUMMARY:

Staff has been working with FGM Architects through schematic design for the Arrowhead driving range improvements project. As the project moves into design development and construction drawing additional services of sub-consultants will be required that are outside of the original contract. These include:

- Civil Engineering \$29,500
- Golf Course Design \$31,425
- 3rd Party Estimating \$ 3,500
- **Total** \$64,425

PREVIOUS COMMITTEE/BOARD ACTION:

A contract in the amount of \$23,500 for schematic design services was approved at the July 16, 2025 board meeting.

The concept was reviewed and discussed at the Capital Projects review meeting on January 17, 2026.

REVENUE OR FUNDING IMPLICATIONS:

\$2,000,000 is budgeted for driving range improvements in 2026.

STAKEHOLDER PROCESS:

Arrowhead staff has been involved throughout the process.

LEGAL REVIEW:

Contract documents were developed with assistance of legal counsel

ATTACHMENTS:

Amendment 1 FGMA Architects

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff recommends the Wheaton Park District Board of Commissioners approve amendment 1 in the amount not to exceed \$64,425 from FMGA Architects.

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Amendment to the Professional Services Agreement

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OWNER: <i>(name and address)</i> Wheaton Park District 102 East Wesley Street Wheaton, IL 60187	ARCHITECT: <i>(name and address)</i> FGM Architects Inc. 1 Westbrook Corporate Center, Suite 1000 Westchester, IL 60154	

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Total Adjustment\$64,425.00

Schedule Adjustment:
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ARCHITECT *(Signature)*

BY: Daniel T. Nicholas, Principal

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

11/05/2025

Date

OWNER *(Signature)*

BY: Michael Benard, Executive Director

(Printed name and title)

Date



Over 100 Years of Service to Our Clients

WEBSTER, MCGRATH & AHLBERG, LTD.

LAND SURVEYING – CIVIL ENGINEERING – LANDSCAPE ARCHITECTURE

2100 MANCHESTER RD, BUILDING A, SUITE 203, WHEATON, IL 60187

PH: 630-668-7603 FAX: 630-682-1760 WEB: WWW.WMALTD.COM

Agreement for Services

Date: February 13, 2026

To: Dan Nicholas
FGM Architects
1 Westbrook Corporate Center
Suite 1000
Westchester, IL 60154
Phone: 630-574-8300

Email: dannicholas@fgmarchitects.com

Re: Proposal for Civil Engineering Services
Arrowhead Golf Course
26w151 Butterfield Rd.
Wheaton, IL

We offer the following proposal to provide Civil Engineering services for the proposed driving range improvements to the Arrowhead Golf Course, Wheaton. The fees assume that stormwater detention will not be required as the net new impervious area will be less than 25,000 s. ft. and the required post construction management practices will be within the existing ponds east of the site or within permeable pavers.

Proposed Civil Engineering Services:

This proposal includes full design and engineering services including preparation of project drawings and specifications. Proposal includes attendance at up to four (4) project coordination meetings to be held at FGM's office or remotely. It is understood that there will also be a review of two (2) cost estimates at the end of DD, and 50% CD's. Proposal also includes up to three (3) site visits, one at DD to familiarize with site, one during CA at FGM's request, one (1) at substantial completion.

Basic services shall include, but not be limited to the following items:

- Design
- Calculations
- Drawings (signed and sealed)
- Specifications
- Bid analysis (as necessary)
- Assistance in acquiring all necessary permits
- Answering contractor's questions
- Review of survey, utility, and geotechnical information provided by owner.
- Stormwater detention design (does not include new detention for the driving range project)
- Reviewing Shop Drawings
- Final Punch List Review

\$10,500 Design Development Phase

Services to include:

Engineer shall attend (virtually or in-person) the project kick-off meeting to discuss the project scope of work.

- Engineer shall confer with representatives from the governing agencies to review development and permitting requirements.
- Engineer shall visit the site to observe the existing conditions to confirm that the site survey has provided the information necessary for us to complete our design work.
- Engineer shall assist in identifying the need for additional studies, surveys, or reports. Such studies might address geotechnical analysis.
- Engineer shall review and edit the topographic mapping so that other sub-consultants may utilize it.
- Engineer shall review and compute impervious areas within Arrowhead golf course to determine the net new impervious area.
- Engineer shall prepare design development drawings and outline specifications from approved schematic design documents which will consist of the following:
 - Existing Conditions Plan
 - Site Demolition Plan depicting site-related items to be removed or abandoned for the proposed development.
 - Site Geometry Plan showing property lines, dimensions, and general geometry of improvements, sidewalk, driveway, etc.
 - Site Grading & Paving Plan showing elevations for finished floor, sidewalk, driveways, green spaces as well as pavement section details.
 - Site Erosion Control Plan indicating temporary and permanent measures as required by the village.
 - Site Utility Plan including sewer and water services. EEA will coordinate these services with information provided by the Design Team regarding mechanical, electrical, and plumbing installations.
 - Details and General Notes as required.

\$15,000 Construction Document Phase

- Engineer shall attend (virtual or in-person) project coordination meetings as necessary to coordinate the Project.
- Engineer shall prepare final drawings and CSI Lump Sum Format specifications for this part of the project. The drawings and specifications shall be prepared in accordance with generally accepted professional practices and substantially in conformance with standards of the governing agencies.
- Engineer shall assist in the preparation and processing of permits as required by but not limited to the following governing agencies:
 - DuPage County
 - IEPA-Notice of Intent
 - Illinois Historic Preservation Agency
 - Illinois Department of Natural Resources-Threatened and Endangered Species

\$1,200 Procurement (Bidding or Negotiation Phase)

- Assist Architect with items including, but not limited to answering contractor's questions, preparing addenda, etc.

\$2,000 Construction Phase

- Engineer shall assist in obtaining all necessary permits from all governing agencies with jurisdictional authority that may include but not limited to Illinois and DuPage County.
- Engineer shall answer all contractors' questions.
- Engineer shall review all shop drawings.
- Engineer shall provide construction site visits when applicable.
- Engineer shall punch list their work.
- Engineer shall provide final punch list review of their work.
- Engineer shall prepare supplemental documents to clarify the original documents as required.
- Engineer shall review Change Orders related to the engineer's scope of work as requested by architect.

\$800 Project Close-Out Phase

- Engineer shall review closeout documents for the project.
- Engineer shall provide record as designed documents for the project

\$29,500 Total Civil Engineering Services

The civil fees are based on receipt of a CAD based site plan. Additional engineering work or site visit, if requested, will be billed on an hourly rate basis at \$200 per hour. It is understood that reimbursable expenses are not allowed for the project. Proposal includes all travel and expenses necessary to complete the project scope of work, including, but not limited to, meetings, site visits, and mailings.

WEBSTER, McGRATH & AHLBERG, LTD.

Signed: 
Benedict Bussman, Vice President

Date: February 13, 2026



**MARTIN
DESIGN
GOLF**

February 3, 2026

Mr. Dan Nicholas, Senior Associate
FGM Architects
1 Westbrook Corporate Center
Suite 1000
Westchester, Illinois 60154

RE: Arrowhead Golf Course Practice Area Enhancements

PROJECT UNDERSTANDING

It is the intention of the Wheaton Park District to Improve the Practice Area Amenities including covered practice range tees, concessions, restrooms, hardscape, paths as well as golf course practice chipping area and a practice bunker.

Martin Design Golf is presenting this proposal referring specifically to the 'green grass' golf course practice chipping areas [as referenced at the end of this proposal] including:

- Practice Chipping Green and surrounding chipping areas
- Practice Bunker for use on the Practice range
- All golf development including green and bunker construction, drainage, irrigation, golf course feature details and specifications, Bid Documents and Bid Forms, as well as Construction Observation.
- Martin Design will work to meet the grades and details as defined by FGM Architects and their sub-contractors.

BETWEEN

This agreement is between
Martin Design Golf &
FGM Architects [Client]

NOT INCLUDED:

This proposal and the work identified is specific to the area defined. These professional services do not include any structures, paths, access, circulation, shelters, all weather tees, lighting, electrical or infrastructure, or necessary permitting.



TENTATIVE SCHEDULE

Design Development	Feb-March 2026
Construction Documentation	April-May 2026
Bidding	June-July 2026
Construction	September 1, 2026 – October 15, 2026*

SCOPE OF SERVICES

1. Meetings & Correspondence
2. Prepare Design Development Plans for the project and corresponding cost estimates.
3. Prepare Construction Drawings, Specifications, Bid Documentation, Bid Forms for construction as outlined above.
4. Bidding Services including Delivery of Bid Materials, Pre-Bid Meeting, Review of Bids, Recommendations, Value Engineering [as needed] for Phase 1 of construction as outlined above.
5. Construction Observation Services as outlined below.

PROFESSIONAL SERVICES

1. Meetings, Correspondence

Mdp will meet as needed during Phase II Services with the Client. This will include meetings to review the refined plans, provide status reports, meet with subcommittees, engineers, irrigation designers and contractors. In addition, as outlined below, we will meet during the bid process and during construction. There will be a limit to Two [2] Public Meetings.

2. Design Development - Preparation of Design Development Plans

We will prepare the plan set for purposes of preparing permit submissions and necessary approvals. If plans need revision and resubmittal, we will make necessary adjustments and resubmit for approvals.

Items included

- Layout Plans
- Removal and Clearing Plans
- Earthwork, Cut/Fill & Grading Plans
- Erosion Control Plans
- Drainage Plans
- Shaping and Feature [Greens, Bunkers] Plans
- Grassing Plans [Seeding, Sodding]

Mdp will revise the plans based upon permit reviews and responses. Mdp will complete and finalize the DD plans to 100% based upon those comments and design team refinements.

3. Construction Documentation

For purposes of issuing bid documents and construction documentation
Golf Course Improvement Drawings

- Staking, Layout and Horizontal Plans - This plan shows locations of the feature areas that are to be staked in the field and include detailed staking for bunkers and other included design elements.
- Clearing and Vegetation Removal Plans - This plan shows the different areas of the property that need to be cleared, thinned and/or grubbed for the golf course. The specimen trees that are to remain will be indicated and clearly marked to be saved.
- Grading Plans - These plans will indicate the existing and proposed grades for the project using contour lines and spot elevations. All aspects of the golf course improvements will show grades at 1' contours minimum, and greens or tees will show contours to .5' at minimum.
- Golf Course Drainage Plans - These plans will show the drainage system as needed for the golf course. These plans will be coordinated with the Soil Erosion and existing Storm Drainage Plans.
- Green /Green Surrounds Plans - These plans show the details, size, shape and contour of the greens, bunkers and surrounds including spot elevations, grades, and gradients for all new green surfaces.
- Irrigation Plans – including head layout, piping and communication systems, details and
- Grassing Plans: These plans will show the general locations of all the grass species and varieties to be planted on the golf course.
- Golf Course Construction Details
- Plan Quantities, cut/fill and Scope Limit plans

Technical Specifications

Based upon the above plans, Mdp will prepare technical specifications for the work to be performed. This document is used as the basis for any contract or sub-contract work that needs to be completed.

Bid Forms & Bid Documents

Mdp will assist FGM Architects and the Wheaton Park District with the preparation of a full Bid Document set, including: All necessary Construction Plans; All required Bid Forms and qualifications relating to golf course construction; and Bid Forms/ Line-item Bid Sheets; Contractor's Certification &/or Contractor Qualification Statements; Technical Specifications for golf course construction. Details and specifications outlining the quality levels for materials and workmanship, and responsibilities of the Client, Contractor and Golf Course Architect during construction of the Project.



4. Bid Services

Mdp will assist the Client to solicit bids from qualified contractors, sub-contractors, shapers and craftsmen to complete the construction work for the project. This will include specialists that understand the expertise, nuance, and detail behind building a golf course.

Bids should be limited to members of the Golf Course Builders Association of America [GCBA]. Upon receipt, Bids will be compiled in a spreadsheet for review with the Client. Using those bids, Mdp will provide necessary Value Engineering [adjustments to the plans and specifications] to achieve budget goals without impacting the quality of the final project.

Bid Services include, but are not limited to:

- Attendance at a Pre-Bid Meeting
- Preparation of Addenda and clarifications to questions from Bidders
- Compilation of bids and proposals for contractors and subcontractors
- After review of the Bids, a Recommendation of the Lowest Qualified Bid.
- Review and correspondence with the Contractor for changes to the plans and specifications to meet a specified Construction Budget [if necessary].

5. Construction Services

Mdp will make visits to the site during construction according to the pace of progress to ensure the project vision is consistent with construction plans. Mdp will make field adjustments, if necessary, to ensure the design is executed accordingly.

- Multiple - once weekly at minimum and up to twice per week - to observe construction and to confer with Client and Contractor. Approximately 1-2 Site Visits per week [As many as 15 visits].
- Follow up reports – notes and sketches documenting progress – as needed.
- Mdp may provide the Client with a written report after each visit.
- Review and approval of all contractor invoices and substitutions
- The Golf Course Architect shall consult and assist the Client through the duration of the Construction Phase of the Project in connection with Client's Responsibility to provide Contract administration.
- The Golf Course Architect shall have the authority to act on behalf of the Client only to the extent provided in this agreement unless otherwise mutually agreed by the Client and the Golf Course Architect.



- The Golf Course Architect's responsibilities during the construction phase shall consist of making design and construction evaluations based on periodic site visits and providing periodic assistance to the Client in connection with Client's Contract Administration for the Project.
- The Golf Course Architect's duties, responsibilities, and limitations of authority under this Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Golf Course Architect.
- If any part of the Contract Documents differs from this Agreement concerning the Golf Course Architect's duties, responsibilities, and limitations of authority, they shall be enforceable only to the extent that they are consistent with this Agreement or are approved in writing by the Golf Course Architect.
- Any Construction Observation phase services will only be provided to determine the general progress of the work, and will not include any supervision of the contractors, or the means, methods, techniques, schedules, sequences, or procedures, or for construction safety or any other related programs.
- The Golf Course Architect shall visit the site at intervals appropriate to Construction, or as otherwise agreed by the Client and Golf Course Architect to become generally familiar with the progress and quality of Work completed. The Golf Course Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
- A site visit is defined as one (1) to a maximum of eight (8) hours on the actual project site or in related meetings on a single calendar day for the purpose of providing Construction Evaluation services or assisting the Client in Contract Administration.
- The Golf Course Architect shall have access to the Project whenever it is in progress.
- The Golf Course Architect shall have the authority to make changes to the Work for the purpose of enhancing and adapting the design for site conditions, such as vegetation, terrain and subsurface geology. All changes are subject to the approval of the Client, which shall not be unreasonably withheld. If deemed necessary or appropriate by the Golf Course Architect, he shall prepare supplemental drawings or field sketches as information for the Contractor.
- On the basis of on-site observations, the Golf Course Architect shall endeavor to determine if the Work is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents.



- The Golf Course Architect shall endeavor to keep the Client informed of observations concerning the progress and quality of Work. The Golf Course Architect shall report to the Client any observed deviations from the Contract Documents, and significant deviations from the construction schedule.
- By providing these periodic construction evaluations, the Golf Course Architect shall not be deemed responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- The Golf Course Architect shall neither have any control over or charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connections with the Work, since these are solely the Contractor's rights and responsibilities.
- The Golf Course Architect shall not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work on the Project.

Certificates

- The Golf Course Architect shall not be required to review any Certificates of Payment.
- The Golf Course Architect shall not be required to execute certificates of any kind that would require knowledge, services, or responsibilities beyond the scope of this Agreement, and shall have right of approval of any language contained in such certificates.

Issuing Instructions to Contractors

The Golf Course Architect shall consult and assist the Client in issuing advice and instructions to the Contractor. At the conclusion of any site reviews or weekly on-site meetings, Mdp may prepare a Site Review Memo outlining the specifics of the meeting and any design adjustments or observations.

Interpreting Contract Requirements

The Golf Course Architect shall review timely requests by the Contractor for additional information about the Contract Documents.

The Golf Course Architect shall endeavor to interpret the requirements of the Contract Documents to assist the Client in evaluating the performance of the Contractor. The Golf Course Architect shall make recommendations, when requested, on claims of the Client or Contractor relating to the Project.

Interpretations and recommendations of the Golf Course Architect shall be consistent with the intent of, and reasonably inferable from the Contract



Documents by persons knowledgeable about golf course construction. When making such interpretations and recommendations, the Golf Course Architect shall not show partiality to either Client or Contractor.

Whenever he deems it necessary or advisable, the Golf Course Architect retains the right, but not the duty to advise the Client of the need to (1) reject Work that does not conform to the Contract Documents, or (2) request inspection or testing of Work in accordance with appropriate provisions of the Contract Documents, whether such Work is fabricated, installed or completed.

No recommendation or interpretations made in good faith by the Golf Course Architect, including any recommendation to reject or not reject, or request any inspection or testing of portions of the Work shall give rise to a duty or responsibility of the Golf Course Architect for the consequences to the Client, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Submittals

The Golf Course Architect shall review and make recommendations to the Client regarding Contractor's submittals such as Shop Drawings, Product Data and Samples, only for the limited purpose of checking for conformance with information and design concepts expressed in the Contract Documents. Such review shall not be for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating installation instructions or performance standards, all of which remains the responsibility of the Contractor.

The Golf Course Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Golf Course Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Shop Drawings and other submittals related to Work designed or certified by the Contractor's design professionals shall bear such professional's written approval when submitted to the Golf Course Architect. The Golf Course Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.



Change Orders

The Golf Course Architect shall have authority to order minor changes in the Work, which are consistent with the intent of the Contract Documents, and not involving an adjustment in the Contract Sum or an extension of the Contract Time.

The Golf Course Architect shall assist the Client in reviewing and making recommendations on properly prepared, timely requests by the Contractor for Change Orders. A properly prepared request for a Change Order shall be accompanied by sufficient supporting information to permit the Golf Course Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications.

Project Completion

The Golf Course Architect shall assist the Client to determine the date(s) of Substantial Completion.

Substantial Completion & Project Completion

The Golf Course Architect shall participate in a Substantial Completion inspection with the Client to assist him in checking conformance of the Work with the requirements of the Contract Documents. GCA shall assist in preparing a "Punch List" of items to be completed or corrected.

The Golf Course Architect shall participate in a Final Completion inspection with the Client's Contract Administrator or Designated Representative to assist in reviewing the "Punch List" to verify that necessary items have been completed or corrected.



PROFESSIONAL FEES

Total Fee for work associated with items outlined above shall be a NOT TO EXCEED FEE of:

1. Meetings, coordination & correspondence	\$2,500
2. Design Development	\$17,225
3. Construction Documentation	\$3,800
4. Bid Services	\$3,200
5. Construction Services	<u>\$4,700</u>
TOTAL	\$31,425

Thirty One Thousand Four Hundred Twenty Five Dollars

- This does not include Irrigation Construction Observation Services

Out of Pocket Expenses

Out-of-pocket expenses, including, travel, printing, reproduction or delivery or any other direct costs to the project are included in the above Fee.

APPROVAL

We are excited about this project – this project should be carefully considered and developed with the best long-term interests of Arrowhead Golf Course and the Wheaton Park District.

Thank you for the opportunity to participate. I look forward to a successful project.

Please sign below to indicate your acceptance.



Gregory E Martin
Martin Design Golf

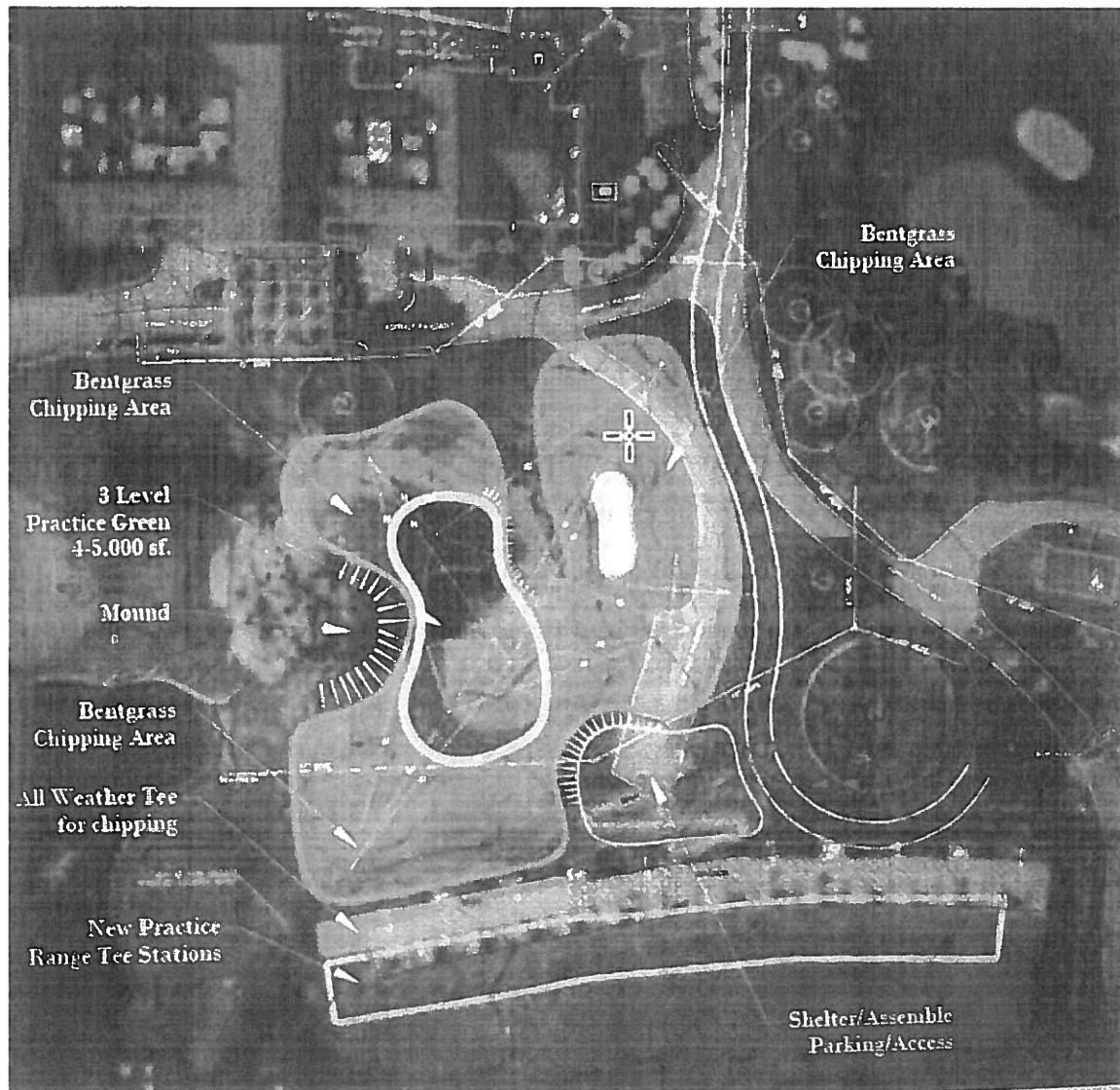
2/3/26

date

Dan Nicholas
FGM Architects

date

PROPOSED CONCEPT PLAN FOR 'GREEN GRASS' CHIPPING GREEN



TERMS & CONDITIONS

Exclusions

Only services specifically described in this proposal are included in our scope of work. Services may be added as a contract amendment at a future date for an agreed additional fee.

Responsiveness:

The Golf Course Architect will perform duties in an efficient and timely manner. Likewise, the Client will respond to requests by MDP in an efficient and timely manner. Client will respond to questions in a timely manner. Likewise, Mdp will prepare documents and respond to questions or requests in a timely manner.

Revisions and Additional Services:

Revisions to the plans and final construction documents, preparation of additional exhibits, attendance at public review meetings or the performance of any other service not specifically mentioned above will be considered additional work and will be invoiced as an extra cost on a time and materials basis or in accordance with a separate fee quote. Such work will not be performed without authorization.

Current hourly rates for Martin Design Golf - applied to the fee above and additional work is as follows:

Martin	\$295/hr.
Design Associate /Production	\$160/hr.
Administrative	\$95/hr.

Entire Agreement:

This Agreement represents the entire agreement between the Client and Martin Design Partnership and may be amended only by written instrument signed by both parties.

Compliance With Laws:

Martin Design Partnership, Ltd. (Golf Course Architect) will strive to exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against the Golf Course Architect, and to indemnify and defend against any claim arising from Golf Course Architect's alleged failure to meet ADA requirements prescribed.

Designation of Authorized Representative:

EACH party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

Standard of Practice:

The Golf Course Architect makes no representation or warranty, either expressed or implied, as to the findings, recommendations, specifications, or professional advice provided hereunder expect that they will be promulgated and prepared in accordance with the standards of the Golf Course/ Landscape Architecture professions. The Golf Course Architect will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Governing Law:

This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.

Responsibility of the Golf Course Architect:

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Golf Course Architect shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Golf Course Architect be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Golf Course Architect.

Client's Responsibilities:

The Client agrees to defend the Golf Course Architect, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Information Provided by Others:

The Golf Course Architect and Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Golf Course Architect such information as is available to the Client and the Client's consultants and contractors, and the Golf Course Architect shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Golf Course Architect to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing.



Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Golf Course Architect and their subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Golf Course Architect.

Changes:

Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Golf Course Architect, and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

Documents Delivered to Client:

Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. The Golf Course Architect shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Golf Course Architect.

Reuse of Documents:

All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by the Golf Course Architect pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Golf Course Architect, shall be at Client's sole risk, and Client shall indemnify and hold harmless Golf Course Architect from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

Force Majeure:

Neither Client nor Golf Course Architect shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

Relationship Between Golf Course Architect and Client:

Golf Course Architect shall serve as Client's professional consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Golf Course Architect is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Golf Course Architect shall not be considered to be the agent of the Client.



Suspension of Services:

Client may, at any time, by written order to the Golf Course Architect (Suspension of Services Order) require the Golf Course Architect to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Golf Course Architect shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The Golf Course Architect will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

Termination:

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Golf Course Architect either before or after the termination date shall be reimbursed by Client.

Successors and Assigns:

The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

Entire Understanding of Agreement:

This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein.

Client and the Golf Course Architect hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

Amendment:

This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

Indemnification:

Golf Course Architect agree, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Golf Course Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement.



Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Golf Course Architect from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In the event of joint or concurrent negligence of Golf Course Architect, and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. The Golf Course Architect shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

Limit of Liability:

The Client and the Golf Course Architect have discussed the risks, rewards, and benefits of the project and the Golf Course Architect total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Golf Course Architect, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Golf Course Architect total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Golf Course Architect fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Golf Course Architect negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notices:

Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

Access and Permits:

Client shall arrange for Golf Course Architect to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Golf Course Architect employee salaries, overhead and fee) incident to any effort by Golf Course Architect toward assisting Client in such access, permits or approvals, if the Golf Course Architect perform such services.

Waiver of Contract Breach:

The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.



Opinions of Probable Construction Cost [OPCC]:

Since the Golf Course Architect has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Golf Course Architect cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him.

Severability of Invalid Provisions:

If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

Hazardous Materials:

It is acknowledged by both parties that the Golf Course Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Golf Course Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Golf Course Architect services, Golf Course Architect may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

Right of Entry:

Client hereby grants the Golf Course Architect and its subcontractors or agents the right to enter from time-to-time property owned by Client and/or other(s) in order for Golf Course Architect to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against the Golf Course Architect and its subcontractors or agents, and agrees to defend, indemnify and hold Golf Course Architect harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Golf Course Architect for any time spent or expenses incurred by the Golf Course Architect in defense of any such claim with compensation to be based upon Golf Course Architect prevailing fee schedule and expense reimbursement policy. The Golf Course Architect shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Golf Course Architect attention in writing and correctly shown on the diagram(s) furnished by Client to the Golf Course Architect.





Constructing Value, Building Trust

February 5th, 2026

Mr. Daniel T. Nicholas
FGM Architects, Inc.
1 Westbrook Corporate Center # 1000
Westchester, IL 60154

**RE: Arrowhead – Driving Range Improvements
26W151 Butterfield Road
Wheaton, IL 60189
DD / CD Preconstruction Services**

Dear Mr. Nicholas,

E.P. Doyle & Son, LLC is pleased to present our preconstruction services proposal in the amount of **\$7,000 (Seven Thousand Dollars)** for the above-referenced project. Our proposal includes the following:

1. Provide DD Budget preconstruction services - \$3,500. (Assume DD services to begin on / around 04/01/26.
2. Provide CD Budget preconstruction services - \$3,500. (Assume CD services to begin on / around 08/01/26.
3. We assume typical budget turnaround of 2-3 weeks, assuming typical drawing review meetings with architectural teams during budgeting and attendance of 1-2 meetings to review and present budget to ownership.

We look forward to reviewing our proposal with you soon and should you have any questions, please feel free to contact me directly.

Sincerely,

E.P. DOYLE & SON, LLC.

A handwritten signature in black ink that reads "Thomas J. Grotts".

Thomas J. Grotts
Vice President

cc:

Zachary Kile – FGM Architects, Inc.
Tim Doyle - E.P. Doyle & Son, LLC

