



# AIA® Document B104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twentieth day of March in the year Two Thousand Twenty-Six  
*(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, IL 60187-5934

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

FGM Architects  
1 Westbrook Corporate Center, Ste 1000  
Westchester, IL 60154  
(630) 574-8300

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

Wheaton Park District Rice Pool Study  
1777 S. Blanchard Street  
Wheaton, IL 60187  
Feasibility study and cost estimate to renovate existing Rice Pool & Water Park.

The Owner and Architect agree as follows.

**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.

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### ARTICLE 1 INITIAL INFORMATION

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

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

As more fully set forth in Owner's Request for Proposals ("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 February 26, 2026 ("Architect's Proposal"), which is attached and incorporated in full as Exhibit C, conduct a study and develop up to 3 concept plans and preliminary cost estimates for a) renovations to the existing Rice Pool and b) redeveloping Rice Pool with a new facility.

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall by subsequent written agreement appropriately adjust the schedule, 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.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect's services consist of those services performed by the Architect, Architect's employees, and Architect's consultants and advisors. The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the Chicago metropolitan area under the same or similar circumstances. To the extent any services prohibited by the Architect are engineering services which must be performed by a licensed engineer, those services shall be provided in compliance with the professional standard of care applicable to engineers in the Chicago metropolitan area. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall, at no additional expense to the Owner, maintain insurance at least meeting the requirements set forth in the Insurance Requirements attached hereto as Exhibit B.

§ 2.3 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 provided that the amount liened or claimed has been paid by Owner to Architect and Architect has failed to make payment to its consultant. 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.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and in Architect's Proposal and include usual and customary architectural, structural, mechanical, and electrical engineering services for preparation of a Concept Design/Design Documents only. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

**§ 3.1.2** 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. Once approved by the Owner and Owner's Board of Commissioners, 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 prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

### **§ 3.2 Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

**§ 3.2.4** Based on the Project requirements, the Architect shall prepare Concept Plan Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3 and the Architect's Proposal.

**§ 3.2.5** The Architect shall submit the Concept Plan Documents to the Owner, and request the Owner's approval. The Architect shall provide all services and deliverables contained in Architect's Proposal.

**§ 3.2.6** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction

over the Project into the Concept Plan Documents.

§ 3.2.7 The Architect shall submit the Concept Plan Documents to the Owner, update the estimate for the Cost of the Work and 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.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

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

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

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

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

§ 4.2.2 The Architect has included in Basic Services ( ) the number of visits to the site by the Architect as set forth in Architect's Proposal. The Architect shall conduct site visits in excess of that amount as an Additional Service.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for known and limitations on the Project.

§ 5.3 To the extent possessed by the Owner and upon request of the Architect, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project.

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

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

#### ARTICLE 6 COST OF THE WORK

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

contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 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. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.5 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.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Concept Plan Documents, 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 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.

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.

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

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

**§ 8.1.1** 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. 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 9.6.

**§ 8.2 Dispute Resolution**

**§ 8.2.3** 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)*

In the event of litigation between the parties to this Agreement, the prevailing party as determined by the court or tribunal shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party. 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. This paragraph shall not limit Architect's obligations or liabilities under Section 12.7 of this Agreement or permit Architect to claw back or recover amounts paid by Architect pursuant to Section 12.7 of this Agreement.

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

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses 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 at least seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due, or such other sums as agreed by the parties to be due, prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules for performance of the Architect's Services shall be equitably adjusted if such suspension exceeds thirty (30) consecutive days.

**§ 9.2** The Owner may suspend the Architect's Services at the Owner's convenience and without cause at any time upon written notice to the Architect. If the Owner suspends the Architect's Services, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. If the Architect's Services are suspended for more than thirty (30) consecutive days, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted. 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 seven 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to termination, and Reimbursable Expenses properly incurred and documented. 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 the 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 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 allowed by law.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

§ 10.7 Upon prior written consent from 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. 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 of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

§ 10.9 **Subcontracts/Consultant Agreements.** The Architect shall insert into all subcontracts/consultant's contracts the same insurance requirements as in this Agreement and the same indemnification obligations required of Architect as in this Agreement.

§ 10.10 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.

## 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)  
  
\$7,500.00
- .2 Percentage Basis  
(Insert percentage value)  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
(Describe the method of compensation)

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

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2,

the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

The Owner and Architect shall agree in writing to the compensation to be paid for 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 not be paid by Owner unless Owner and Architect agree in writing to the compensation to be paid for Architect’s consultants before the Architect’s consultants provide Supplemental or Additional Services.

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

Design Phase	percent ( %)
Construction Documents Phase	percent ( %)
Construction Phase	percent ( %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100 %)

§ 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. Compensation paid in previous progress 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, if any, 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.)*

As set forth in Architect’s Proposal.

Employee or Category	Rate
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**§ 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.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent ( 10 %) of the expenses incurred. Reimbursable Expenses shall not exceed \$1,000 without prior written approval of Owner.

**§ 11.9 Payments to the Architect**

**§ 11.9.1 Initial Payment**

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

#### **§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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

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

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

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

However, Owner shall make payments of all undisputed amounts in accordance with the terms of this Agreement.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

**§12.1** Omitted.

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

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

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

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

**§12.6** The Owner does not pay Federal Excise Tax or Illinois Sales Tax.

**§12.7** Notwithstanding the provisions in the Owner's RFP, the provisions of this Section 12.7 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, (hereinafter "Indemnitees") 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 the negligent or wrongful acts or omissions of 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'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.

In claims against any person or entity indemnified under this Section by an employee of the Architect or its consultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts including but not limited to the limits set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

**§12.8** Architect hereby makes the following certifications:

.1 Architect has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

.2 Architect shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; and 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 employed 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, and 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 administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Architect further certifies that Architect is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

.7 Neither Architect nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

.8 Architect is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Architect further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Architect.

.9 If Architect has 25 or more employees at the time of letting of this Agreement, Architect knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Architect further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a violation of the Illinois Drug Free Workplace Act.

.10 Architect further understands and agrees: a) that because Owner is an Illinois unit of local government, all documents associated with this Project may be subject to disclosure pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA"); b) Architect shall comply with the requirements and provisions of FOIA and, upon request of the Owner's designated Freedom of Information Act Officer (FOIA Officer), Architect shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Architect that is deemed a public record under FOIA.

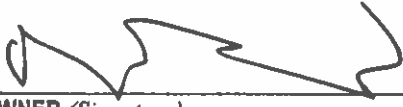
#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*  
  
Exhibit A: Request for Proposals  
Exhibit B: Insurance Requirements  
Exhibit C: Architect's Proposal
- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

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



OWNER (Signature)

BY: Michael Benard, Executive Director

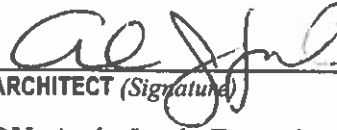
(Printed name and title)



ARCHITECT (Signature)

BY: Dan Nicholas, Principal

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



ARCHITECT (Signature)

BY: Andy Jasek, Executive vice President

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

# Additions and Deletions Report for AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:24:42 CDT on 04/06/2026.

## Changes to original AIA text

### PAGE 1

~~§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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.~~

### PAGE 2

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. As more fully set forth in Owner's Request for Proposals ("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 February 26, 2026 ("Architect's Proposal"), which is attached and incorporated in full as Exhibit C, conduct a study and develop up to 3 concept plans and preliminary cost estimates for a) renovations to the existing Rice Pool and b) redeveloping Rice Pool with a new facility.~~

~~§ 1.3.4 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall by subsequent written agreement appropriately adjust the schedule, 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.~~

~~§ 2.1 The Architect's services consist of those services performed by the Architect, Architect's employees, and Architect's consultants and advisors. The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality Chicago metropolitan area under the same or similar circumstances. To the extent any services prohibited by the Architect are engineering services which must be performed by a licensed engineer, those services shall be provided in compliance with the professional standard of care applicable to engineers in the Chicago metropolitan area. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~

~~§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner~~

shall pay the Architect as set forth in Section 11.8:

~~(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)~~

- ~~.1 General Liability~~
- ~~.2 Automobile Liability~~
- ~~.3 Workers' Compensation~~
- ~~.4 Professional Liability~~

at no additional expense to the Owner, maintain insurance at least meeting the requirements set forth in the Insurance Requirements attached hereto as Exhibit B.

PAGE 3

§ 2.3 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 provided that the amount liened or claimed has been paid by Owner to Architect and Architect has failed to make payment to its consultant. 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.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and in Architect's Proposal and include usual and customary architectural, structural, mechanical, and electrical engineering services; for preparation of a Concept Design/Design Documents only. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 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. Once approved by the Owner and Owner's Board of Commissioners, 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 prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

~~§ 3.3 Construction Documents Phase Services~~

~~§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct~~

~~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 3.4.4. The Architect shall provide all services and deliverables contained in Architect's Proposal.~~

~~§ 3.3.2 .6~~ The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Concept Plan Documents.

PAGE 4

~~§ 3.32.3-7~~ The Architect shall submit the Construction Concept Plan Documents to the Owner, update the estimate for the Cost of the Work and 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.

~~§ 3.3.4~~ The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### ~~§ 3.4 Construction Phase Services~~

#### ~~§ 3.4.1 General~~

~~§ 3.4.1.1~~ The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™ 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

~~§ 3.4.1.2~~ 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. 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.

~~§ 3.4.1.3~~ Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### ~~§ 3.4.2 Evaluations of the Work~~

~~§ 3.4.2.1~~ The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (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.

~~§ 3.4.2.2~~ The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

~~§ 3.4.2.3~~ The Architect shall interpret and decide matters 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.

~~§ 3.4.2.4~~ When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

~~§ 3.4.2.5~~ The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### ~~§ 3.4.3 Certificates for Payment to Contractor~~

~~§ 3.4.3.1~~ The Architect shall review and certify the amounts due the Contractor and shall issue certificates 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 3.4.2 and on the data comprising the Contractor's Application for Payment, 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.

~~§ 3.4.3.2 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.~~

#### ~~§ 3.4.4 Submittals~~

~~§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. 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. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.~~

~~§ 3.4.4.2 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 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.~~

~~§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.~~

#### ~~§ 3.4.5 Changes in the Work~~

~~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. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

#### ~~§ 3.4.6 Project Completion~~

~~The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 issue 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.~~

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

~~§ 4.2.2 The Architect has included in Basic Services (        ) the number of visits to the site by the Architect during construction as set forth in Architect's Proposal. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

~~§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.~~

~~§ 4.2.4 If the services covered by this Agreement have not been completed within (    ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be~~

compensated as Additional Services.

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

~~§ 5.2 The Owner shall establish 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 The3 To the extent possessed by the Owner and upon request of the Architect, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.~~

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

~~§ 5. ARTICLE 6 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. COST OF THE WORK~~

~~§ 5.7 The Owner shall 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.~~

~~§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.~~

~~§ 5.9 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.~~

~~§ 5.10 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 shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights of way, financing, or contingencies for changes in the Work; 6.1 Included in Architect's Basic Services is development of an estimate of the cost to construct the work designed by the Architect (the "Cost of the Work"). For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.~~

#### PAGE 5

~~§ 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.~~

~~§ 6.4 If, through no fault of the Architect, construction procurement activities have 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 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 current 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; or~~
- ~~.5 implement any other mutually acceptable alternative.~~

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall 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 because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

#### **ARTICLE 7 — COPYRIGHTS AND LICENSES**

~~§ 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.~~

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

~~§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

§ 7.1 The Concept Plan Documents, 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 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.

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.

**§ 7.5** Except as otherwise stated in Section 7.3, the The provisions of this Article 7 shall survive the termination of this Agreement.

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. 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

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**§ 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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor for damages. 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 9.6.

## **§ 8.2** MediationDispute Resolution

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~3 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)

In the event of litigation between the parties to this Agreement, the prevailing party as determined by the court or tribunal shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party. 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. This paragraph shall not limit Architect's obligations or liabilities under Section 12.7 of this Agreement or permit Architect to claw back or recover amounts paid by Architect pursuant to Section 12.7 of this Agreement.

~~§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~4 The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses 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 at least seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due, or such other sums as agreed by the parties to be due, prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules for performance of the Architect's Services shall be equitably adjusted if such suspension exceeds thirty (30) consecutive days.

~~§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, 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.~~9.2 The Owner may suspend the Architect's Services at the Owner's convenience and without cause at any time upon written notice to the Architect. If the Owner suspends the Architect's Services, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. If the Architect's Services are suspended for more than thirty (30) consecutive days, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted. 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.

**§ 89.3 Arbitration**

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. 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 seven 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.

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~  
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.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to termination, and Reimbursable Expenses properly incurred and documented. 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 the Architect in the performance of its Services under this Agreement.

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~  
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.)

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~  
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.

**§ 89.3.4 Consolidation or Joinder**

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting~~

arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement. § 9 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 allowed by law.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement. 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. § 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.

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

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

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§ 9.2 If the Owner suspends the Project. 10.7 Upon prior written consent from Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. 10.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and

professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. 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 of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

~~§ 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.~~  
10.9 Subcontracts/Consultant Agreements. The Architect shall insert into all subcontracts/consultant's contracts the same insurance requirements as in this Agreement and the same indemnification obligations required of Architect as in this Agreement.

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

~~§ 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:~~

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

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

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

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

~~§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

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

~~§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or~~

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### **ARTICLE 11 — COMPENSATION**

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

- ~~.1 — Stipulated Sum  
(Insert amount)~~
- ~~.2 — Percentage Basis  
(Insert percentage value)  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~
- ~~.3 — Other  
(Describe the method of compensation)~~

~~§ 11.2~~ For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect **10.10** 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.

#### **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)  
\$7,500.00
- .2 Percentage Basis  
(Insert percentage value)  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

~~§ 11.3~~ For Additional Services that may arise during the course of the Project, including those under Section 4.2,

the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

~~§ 11.4 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 not be the amount invoiced to the Architect plus percent (%), or as follows: paid by Owner unless Owner and Architect agree in writing to the compensation to be paid for Architect's consultants before the Architect's consultants provide Supplemental or Additional Services.

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As set forth in Architect's Proposal.

~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

~~.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;~~

~~.9 All taxes levied on professional services and on reimbursable expenses;~~

~~.10 Site office expenses; and~~

~~.11 Other similar Project-related expenditures.~~

~~§ 11.8.2.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred. Reimbursable Expenses shall not exceed \$1,000 without prior written approval of Owner.

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( - ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect, in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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

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

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

*(Insert rate of monthly or annual interest agreed upon.)*

*%*

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

~~§11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

#### **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.)*

However, Owner shall make payments of all undisputed amounts in accordance with the terms of this Agreement.

#### **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

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

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

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

§12.7 Notwithstanding the provisions in the Owner's RFP, the provisions of this Section 12.7 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, (hereinafter "Indemnitees") 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 the negligent or wrongful acts or omissions of 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'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.

In claims against any person or entity indemnified under this Section by an employee of the Architect or its consultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts including but not limited to the limits set forth in Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155 (1991).

§12.8 Architect hereby makes the following certifications:

#### **PAGE 11**

.1 Architect has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

.2 Architect shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local

laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; and 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, and 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.

PAGE 12

.10 Architect further understands and agrees: a) that because Owner is an Illinois unit of local government, all documents associated with this Project may be subject to disclosure pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA"); b) Architect shall comply with the requirements and provisions of FOIA and, upon request of the Owner's designated Freedom of Information Act Officer (FOIA Officer).

Architect shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Architect that is deemed a public record under FOIA.

- .2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below if completed:~~

~~—(Insert the date of the E203 2013 incorporated into this agreement.)~~

.4 Exhibit A: Request for Proposals

Exhibit B: Insurance Requirements

Exhibit C: Architect's Proposal

- .4 Other documents:

### Variable Information

#### PAGE 1

AGREEMENT made as of the Twentieth day of March in the year Two Thousand Twenty-Six

Wheaton Park District

102 East Wesley Street  
Wheaton, IL 60187-5934

FGM Architects

1 Westbrook Corporate Center, Ste 1000  
Westchester, IL 60154

(630) 574-8300

Wheaton Park District Rice Pool Study

1777 S. Blanchard Street  
Wheaton, IL 60187

Feasibility study and cost estimate to renovate existing Rice Pool & Water Park.

#### PAGE 8

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:

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 not be paid by Owner unless Owner and Architect agree in writing to the compensation to be paid for Architect's consultants before the Architect's consultants provide Supplemental or Additional

Services.

**PAGE 9**

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred. Reimbursable Expenses shall not exceed \$1,000 without prior written approval of Owner.

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

**PAGE 10**

**§12.1** Omitted.

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

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

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

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, BRIAN J. ARMSTRONG, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:24:42 CDT on 04/06/2026 under Order No. 20250115534 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal / Sr Assoc

(Title)

4.22.26

(Dated)

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, BRIAN J. ARMSTRONG, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:24:42 CDT on 04/06/2026 under Order No. 20250115534 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

Architect

(Dated)

April 6, 2026

## Exhibits A & B

### Overview

#### General Information

The Wheaton Park District is seeking a proposal for professional services related to study to determine feasibility and estimated cost to renovate existing Rice Pool & Water Park and to redevelop with a new facility Wheaton IL. Deliverables will include schematic architectural and engineering plans, due diligence related to permitting, and an architect's opinion of cost for renovations and redevelopment.

Proposals shall be submitted electronically on or before 10:00 am CST February 27, 2026. This email should clearly state in the subject line "Response to: 2026 Rice Pool & Water Park Study." Please send your proposal to: Steve Hinchee [shinchee@wheatonparks.org](mailto: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.

## Project

Develop concept plans and estimates for Rice Pool & Water Park.

- a. Renovations to existing facility
- b. Redevelop new facility

## 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. Provide executive summary of report
  - e. 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 drawings.

## Proposal

Proposals shall include the following:

1. Introduction letter
  - Firm name, address and telephone.
  - Brief statement of understanding of the scope of services to be performed.
  - 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.
    - Proposed fees for future design services (not part of this current contract)

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.

# WHEATON PARK DISTRICT

2026 Rice Pool and Water Park Conceptual Planning Services  
February 26, 2026

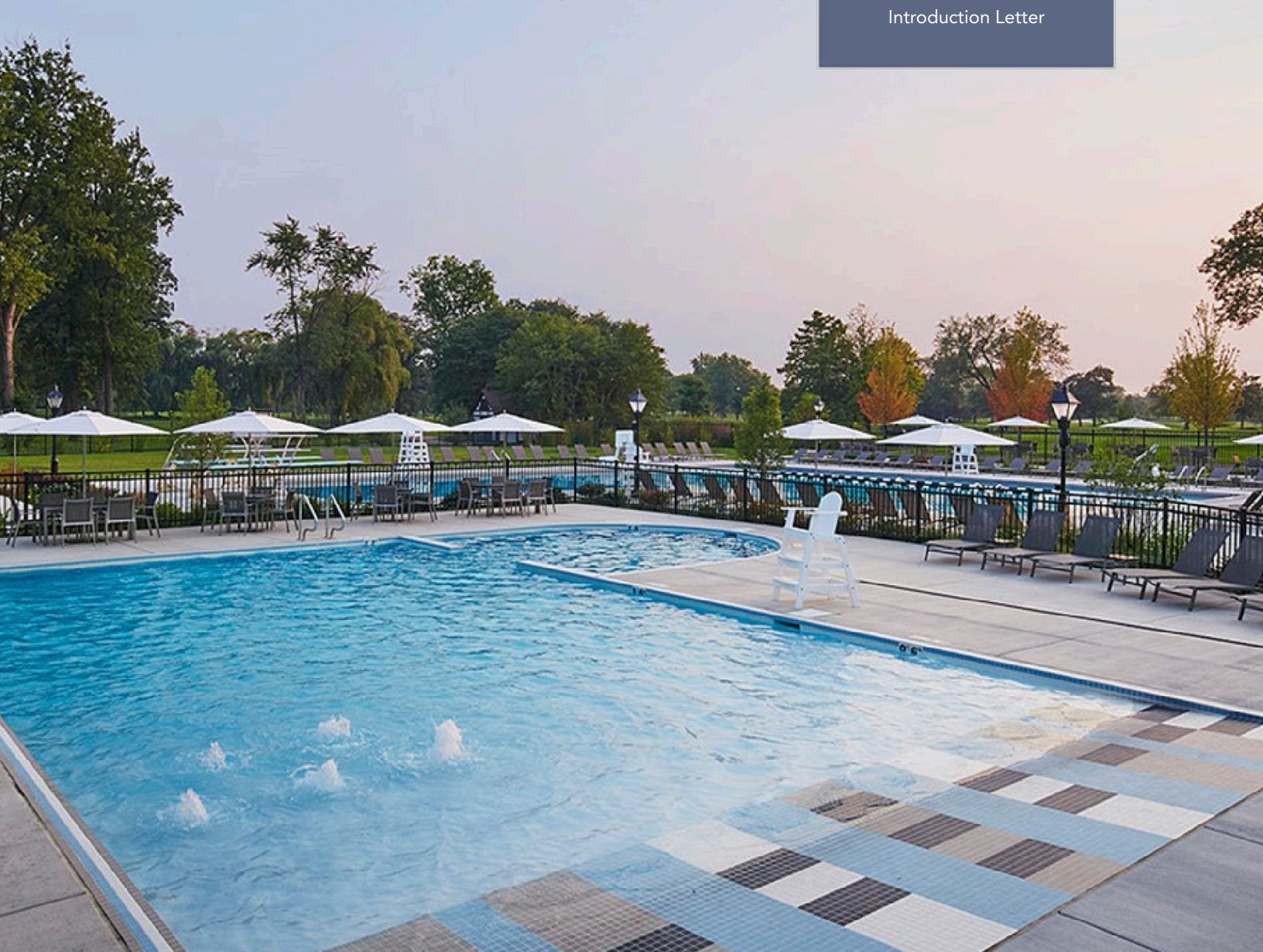




# SECTION

# 1

Introduction Letter





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

February 26, 2026

*Re: 2026 Rice Pool and Water Park Conceptual Planning Services, Wheaton, Illinois*

Dear Mr. Hinchee:

We are very excited to submit this proposal to develop concept plans to renovate or rebuild your exceptional Rice Pool and Water Park aquatic facility. Our proposed team has two long-time Wheaton Park District residents, who have both spent extensive time at Rice Pool while raising our kids in Wheaton. We understand the positives and negatives associated with the existing pool layout through personal experience, in addition to our 2025 Facility Assessment Study. Our team members have completed more than 175 aquatics projects. Our ability to deliver innovative solutions that support our clients' goals and meet their financial objectives sets us apart from other firms. FGM Architects (FGMA) is excited for the opportunity to work with the Wheaton Park District and continue to build a strong relationship with the Park District.

Our team is well-positioned to help the Wheaton Park District develop concept plans and budgets for Rice Pool to chart the best path moving forward. Our entire team will work closely with the Park District to understand the needs of the community while being the champion for staff and operator expectations. We will provide the Wheaton Park District:

**Leadership in Aquatic Design.** Our team has experience locally, regionally and nationally in this specialized aquatic planning and design. This includes assessing, programming, planning and design for both new and renovated aquatic and other leisure facilities, including pools, water parks, spray grounds and splashpads.

**Knowledge in the deployment of best practices for aquatic, park and recreation center design.** Our team's profound experience with operations and management of recreation amenities will make our assessment real and impactful for the District, creating a foundation for planning, financial and operational evaluations.

**Unparalleled talent in working with public constituencies.** In particular, FGMA works with aquatic and recreation operators, and municipalities – to achieve consensus and establish a stable project foundation.

Delivering signature recreation/aquatics projects to communities is what we do best. We encourage you to contact our references as their satisfaction is the best demonstration of our success on similar projects. With offices in Westchester and Chicago, our team can quickly respond to the Park District's needs at any time. We welcome the opportunity to collaborate with the Wheaton Park District on this exciting project. Please feel free to contact us with any questions or need additional information.

Sincerely,

Dan Nicholas, AIA  
Principal-in-Charge  
DanNicholas@fgmarchitects.com | 630.576.1086

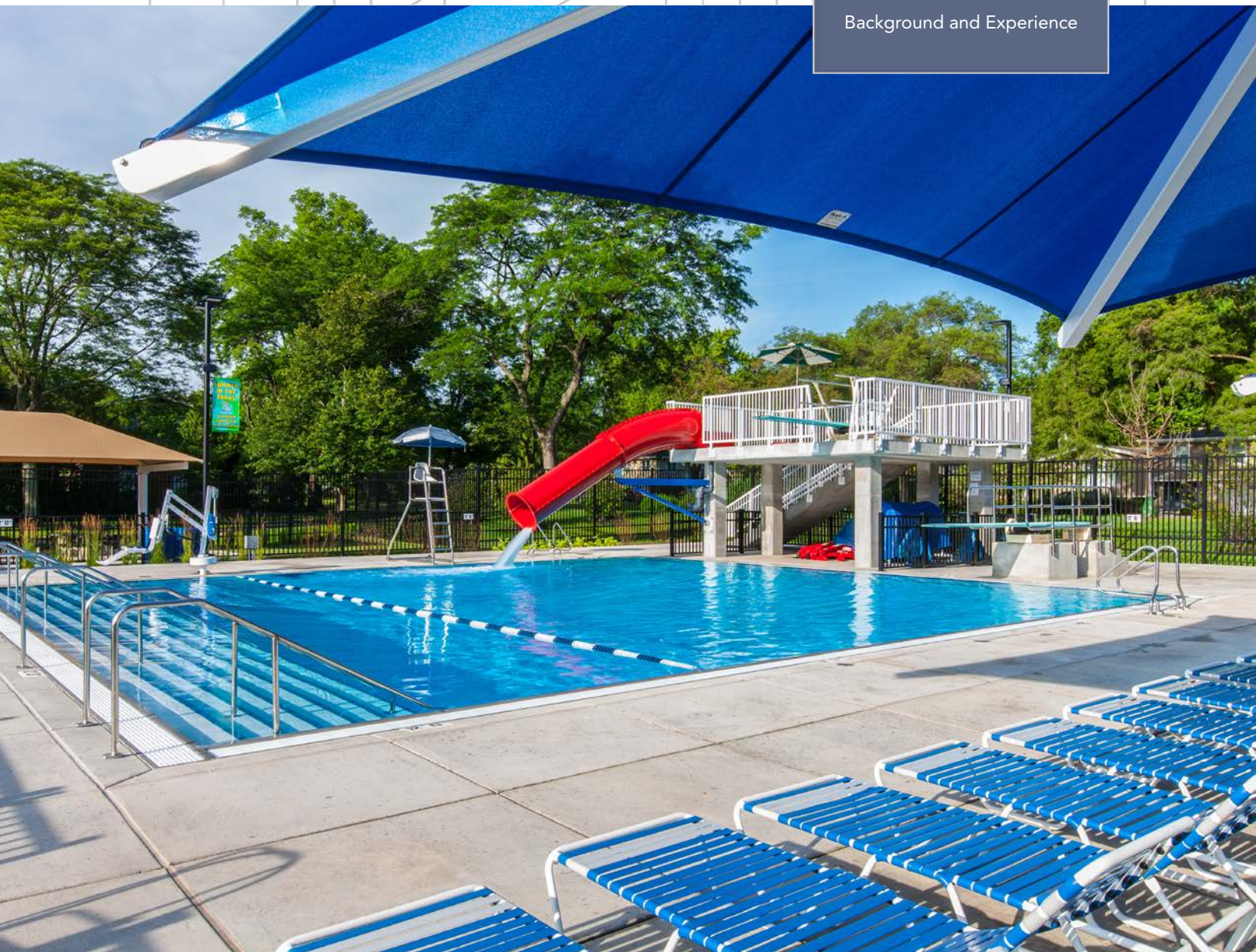
John Dzarnowski, AIA  
Recreation Subject Matter Expert & CEO  
JohnDzarnowski@fgmarchitects.com | 630.368.8319



## SECTION

# 2

Background and Experience





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

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

Designing extraordinary aquatics facilities that enhance the quality of life, foster community engagement, and promote water stewardship - all while delivering exceptional value to our clients.

### FIRM NAME

FGM Architects Inc. (FGMA)

### PROJECT OFFICE LOCATION

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

FGMA specializes specializing in the design and development of innovative aquatics facilities. With a deep passion for water-centric design and a commitment to excellence, we create aquatic spaces that inspire, entertain, and promote wellness. Our team of architects collaborate closely with clients to deliver unique solutions that exceed expectations and transform visions into reality.

Our in-house team of architects and interior designers is dedicated to delivering specialized solutions that reflect the unique needs of each facility and exceed the expectations of users.

Our diverse portfolio of projects includes community aquatic centers, water parks, splash pads, and natatoriums. Interior space planning, finishes selection, and furnishings procurement create inviting and comfortable indoor environments within aquatics facilities, including locker rooms, concession areas, and event spaces.



## HIGH-PERFORMANCE DESIGN IS GOOD DESIGN



High-performance design embodies a holistic approach, emphasizing resilience to shocks, long-term operational efficiency, resource conservation and the well-being of building occupants.

### WHY IS IT IMPORTANT?

High-performance design is essential as it integrates resilience, operational efficiency, resource conservation, and occupant well-being, ensuring that buildings withstand shocks and stresses but also contribute positively to the environment and human experience.

As an organization, our drivers for delivering projects that integrate these core concepts are centered around the following principles:

- **Responsible Design:** Passionate about designing great spaces and taking the long-term implications of solutions seriously.
- **Community Aspect:** Thrive on bringing creative solutions that have a broader community impact.
- **Data Driven:** Using data-driven design to optimize building design and systems, creating safe, secure, comfortable spaces. Informed design decisions can impact the long-term operational costs of a building as well as the health and wellness of its users.

Our discovery process begins with a conversation about project goals and priorities and establishing performance targets. Measurement and verification of goals are a key component of designing solutions that are rooted in data and based on the specific, unique needs of the project and the people who use it. This allows us to identify and measure community impact.

### RESILIENT DESIGN

Communities face both acute shocks (e.g., severe storms) and chronic stresses (like climate change) affecting residents' livelihoods. Assessing projects through a resilience lens provides a comprehensive view, benefiting both construction and location. This method identifies key challenges, considers responses, and implements successful solutions.

### SUSTAINABLE DESIGN

Sustainable design minimizes a facility's environmental impact by considering local, regional, and global communities, along with ecological, economic, and social needs. We balance these factors with your budget and goals to achieve energy savings, lower operating costs, enhance occupant comfort, and promote stewardship of natural resources.

### WELLNESS

Wellness focuses on health, well-being, and quality of life. Designing for wellness is embedded in our philosophy. In early conversations and planning sessions, we conduct extensive research and data gathering to fully understand occupants' and community needs. The findings combined with best practices and your vision and goals informs the design, promotes belonging, and ultimately strengthens the human experience.

### BIOPHILIC DESIGN

Biophilic design is the practice of connecting nature, human biology, and the built environment. It can reduce stress, enhance cognitive function, and improve mood and performance. We integrate natural materials such as wood, stone, vegetation, along with daylight and colors inspired by nature. Incorporating biophilic design is proven to have the same effect as being outside.

# Our experience demonstrates that FGMA brings to the Wheaton Park District the necessary skills to translate your needs into reality.

Our experience brings value to your project. We provide quality design that responds to the functional and aesthetic requirements of each project. We consistently deliver projects that are reflective of the high level of energy and creativity of our team.

We have the leadership expertise to oversee the schedule, budget, communication and management issues involved in projects.

The projects we have highlighted on the following pages are just a few of the solutions FGMA has provided to our clients to meet their special and unique needs.



## FGMA AQUATIC FACILITY EXPERIENCE

### **ARLINGTON HEIGHTS PARK DISTRICT, IL**

Arlington Ridge Center *RENOVATION*

### **BLOOMINGDALE PARK DISTRICT, IL**

Oasis Water Climbing Wall

Oasis Water Park *RENOVATION*

### **CITY OF EDWARDSVILLE, IL**

Spray and Play Park

### **CITY OF HIGHLAND, IL**

Pool Study & Design *FEASIBILITY STUDY*

### **CITY OF MT. VERNON, IL**

Aquatic Facility *MASTER PLAN*

Mt. Vernon Aquatic Zoo

### **CITY OF PONTIAC, IL**

Pontiac Pool *FEASIBILITY STUDY*

### **CITY OF SALEM, IL**

Salem Aquatic Center

### **CLARENDON HILLS PARK DISTRICT, IL**

Lions Park Pool Facility *AUDIT*

### **DEERFIELD PARK DISTRICT, IL**

Mitchell Park Pool *RENOVATION*

### **EAST ST. LOUIS PARK DISTRICT, IL**

Pop Myles Aquatic Park

*CONCEPT DESIGN*

### **ROCKFORD PARK DISTRICT, IL**

Magic Waters Little Lagoon *RENOVATION*

### **GLEN ELLYN PARK DISTRICT, IL**

Sunset Pool *RENOVATION*

### **LOMBARD PARK DISTRICT, IL**

Moran Water Pool *AUDIT*

Paradise Bay Aquatic

Paradise Bay Water Park *ENHANCEMENTS*

### **MT. PROSPECT PARK DISTRICT, IL**

Big Surf Water Park *STUDY*

### **NORRIDGE PARK DISTRICT, IL**

Pool *AUDIT & REPLACEMENT*

### **NORTHBROOK PARK DISTRICT, IL**

Sports Center Pool *RENOVATION*

### **VILLAGE OF LINCOLNWOOD, IL**

Proesel Park Aquatic Center *MASTER PLAN*

### **WARREN O'PLAINE HS, IL**

Pool *RENOVATION & UPGRADE STUDY*

### **CITY OF FARMINGTON, MO**

Aquatic Center *RENOVATION*

### **BOLINGBROOK PARK DISTRICT, IL**

Bolingbrook Recreation and Aquatic Center (BRAC)

### **GURNEE PARK DISTRICT, IL**

FitNation Aquatic *RENOVATION*

Hunt Club Aquatic

### **PARK RIDGE PARK DISTRICT, IL**

Centennial Aquatic Center *RENOVATION*

### **STREAMWOOD PARK DISTRICT, IL**

Recreation Center-Indoor Aquatic

### **HANOVER PARK PARK DISTRICT, IL**

Seafari Springs Aquatic

### **HINSDALE GOLF CLUB, IL**

Aquatic Center, Tennis Complex and Turf Care Center *NEW*

### **ITASCA PARK DISTRICT, IL**

Pool Deck *RENOVATION*

Water Park Bathhouse *REPLACEMENT*

### **KANKAKEE PARK DISTRICT, IL**

Splash Valley Aquatic Park

### **LAKE BLUFF PARK DISTRICT, IL**

Lake Bluff Pool *AUDIT, REPAIRS & ADDITION*

Blair Park Pool *CONCEPTS & RENOVATION*

Pool & Sunrise Beach *RENOVATION*

### **NILES PARK DISTRICT, IL**

Howard Leisure Center *RENOVATION*

### **EVANSTON GOLF CLUB, IL**

Aquatic Campus *NEW*

### **VILLAGE OF GLENDALE HEIGHTS, IL**

Aquatic Center *EXPANSION & RENOVATION*

### **DEERFIELD PARK DISTRICT, IL**

Deerspring Splash Pad

### **CHICAGO PUBLIC SCHOOLS, IL**

More than 75 Pool *RENOVATIONS*

Clemente HS Pool *RENOVATION*

## LIST OF IN-PROGRESS PROJECTS

### **ARLINGTON HEIGHTS PARK DISTRICT, IL**

Recreation Park Pool *REPLACEMENT*

### **DUNDEE TOWNSHIP PARK DISTRICT, IL**

Aquatics Assessment

### **CLARENDON HILLS PARK DISTRICT, IL**

Lions Park Pool *RENOVATION*

### **ROSELLE PARK DISTRICT, IL**

Kemmering Pool *RENOVATION*

### **NORTHBROOK PARK DISTRICT, IL**

Meadowhill Aquatic Center *RENOVATION*



**CLIENT**  
Norridge Park District

**SIZE**  
N/A

**COMPLETED**  
08/2019

**PROJECT COST**  
N/A

**DELIVERY METHOD**  
Audit

**PROJECT TYPE**  
Study (Audit)

**KEY TEAM MEMBERS**  
A. Orlando  
J. Dzarnowski

**REFERENCE**  
Ms. Annemarie Flaherty  
Former Executive Director  
now at Deerfield Park District  
847.945.0650  
annemarie@deerfieldparks.org

# Community Pool Facility Evaluation

## NORRIDGE PARK DISTRICT POOL AUDIT & RENOVATIONS

The Norridge Park District engaged FGMA to evaluate their existing community pool and develop a comprehensive plan to replace the aging facility with a modern aquatic center capable of serving residents for decades to come. The original pool no longer met community expectations for programming, accessibility, or contemporary aquatic experiences, prompting the District to pursue a forward-thinking solution that would both address current deficiencies and anticipate future demand.

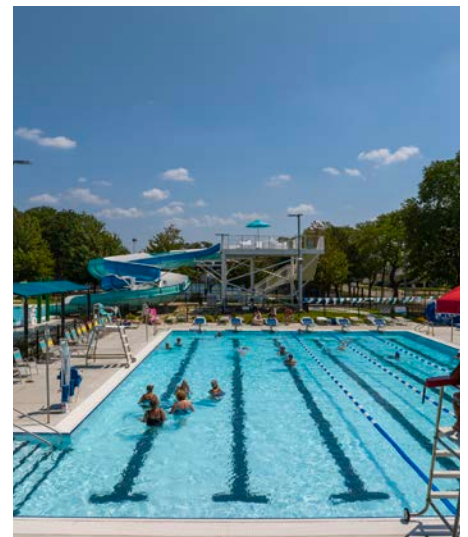
FGMA conducted an assessment of the site and collaborated closely with Park District leadership to establish priorities for the redevelopment. The planning process focused on expanding recreational opportunities for all age groups while ensuring the new facility would operate efficiently and safely. Consideration was also given to increasing attendance levels, including non-resident visitors, and the need to accommodate greater parking capacity. Throughout construction, the District coordinated temporary arrangements to provide residents with access to the Franklin Park pool at special rates, maintaining aquatic programming continuity during the transition.

The resulting design transformed the former pool site into a vibrant aquatic destination featuring a new lap pool, a dive well with an integrated stair tower and an interactive splash pad designed to engage younger children and families. Beyond the aquatic amenities, the project expanded the recreational campus to include new pickleball and basketball courts, creating a multi-generational environment that



supports both leisure and active programming. The design reflects current aquatic trends while prioritizing accessibility, safety and long-term durability.

Construction progressed throughout 2024, and the new aquatic center is now open to the community. The completed facility repositions the Norridge Park District as a premier local destination, providing updated amenities for residents of all ages while thoughtfully responding to operational needs, increased attendance and long-term community expectations.





**CLIENT**  
Clarendon Hills Park District

**SIZE**  
N/A

**COMPLETED**  
01/2022

**PROJECT COST**  
N/A

**DELIVERY METHOD**  
Audit

**PROJECT TYPE**  
Study (Audit)

**KEY TEAM MEMBERS**  
J. Dzarnowski

**REFERENCE**  
Mr. Donald H. Scheltens  
Executive Director  
630.323.2626  
info@clarendonhillsparkdistrict.org

# Park District Explores Pool Facility Improvements

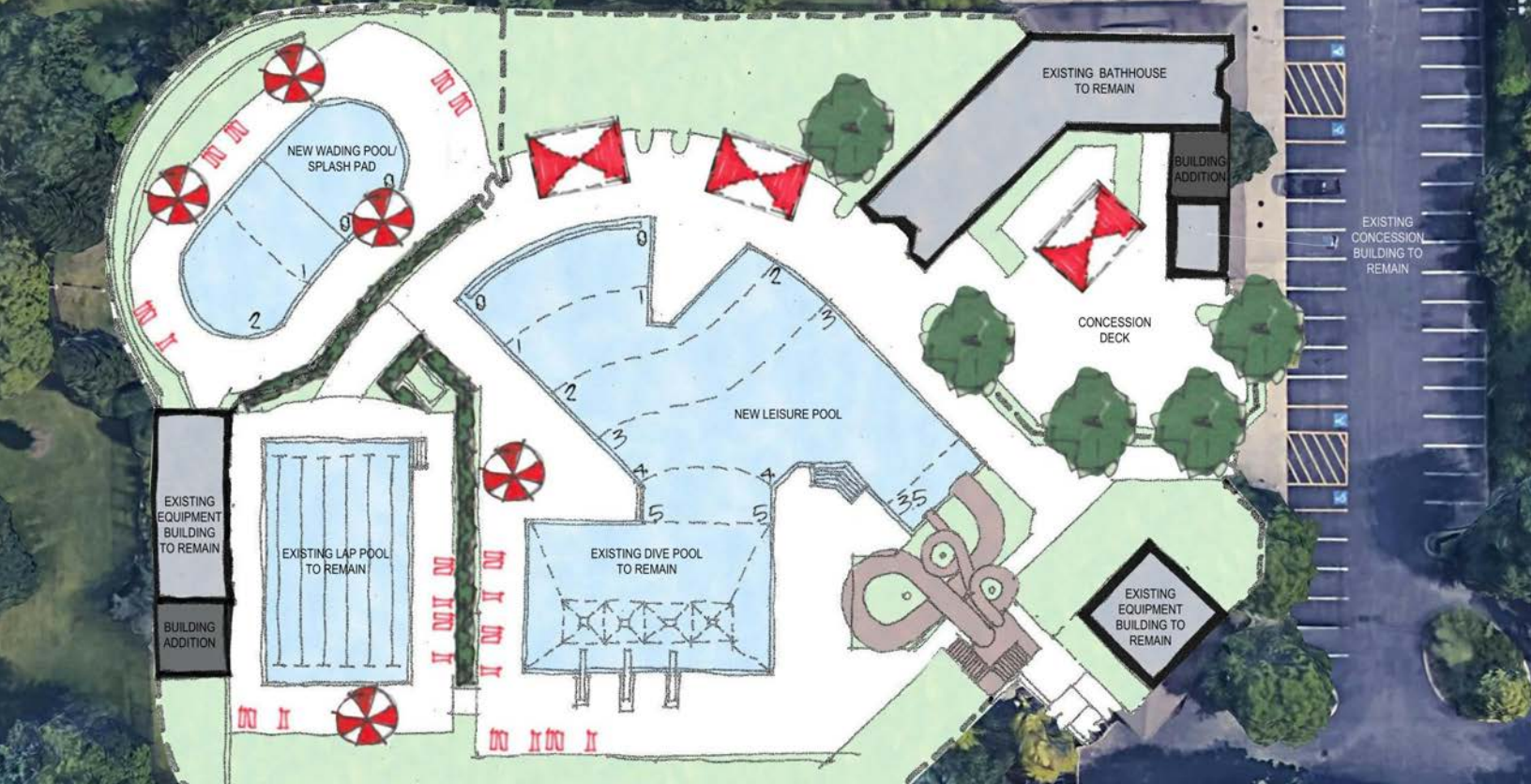
## LIONS PARK POOL AUDIT AND CONCEPTS

Clarendon Hills Park District enlisted the services of FGMA to conduct an audit of their current aquatics facility and develop conceptual plans for a prospective replacement pool facility situated at Lion's Park. The project aimed to identify potential future pools, aquatic features and amenities while also updating a previously prepared budget.

Throughout the process, FGMA collaborated closely with the clients and engaged the community to ensure alignment with their needs and preferences. The resulting report highlighted the necessity for upgrades, encompassing mechanical system enhancements, storage solutions, ADA compliance measures, and other elements falling under Code Deficiencies, Best Practices and Aquatic Design Standards/Current Trends.

Overall, FGMA's comprehensive assessment provided valuable observations and recommendations tailored to the needs of the Clarendon Hills Park District. The District was provided with three options for their project, which the District took to a referendum.

The District hired FGMA to implement the renovations beginning in April 2024.



**CLIENT**  
Glen Ellyn Park District

**SIZE**  
N/A

**COMPLETED**  
05/2024 (e)

**PROJECT COST**  
\$5.3M (e) \$TBD (a)

**DELIVERY METHOD**  
Construction Manager

**PROJECT TYPE**  
Study (Audit)

**KEY TEAM MEMBERS**  
D. Nicholas  
A. Orlando  
J. Dzarnowski

**REFERENCE**  
Mr. Nathan Troia  
Superintendent of Planning and Natural  
Resources  
630.942.7265  
ntroia@gepark.org

# District Revamps an Aquatics Community Hub

## SUNSET POOL AUDIT AND RENOVATION

The audit of the Glen Ellyn Park District aquatic facility included a thorough examination, focusing on updating the conditions of the overall facility. Beyond this, it identified any equipment and systems potentially needing further assessment by specialized consultants not initially included in the audit. This audit involved a comprehensive inspection of critical areas, including exposed pool piping, filtration mechanisms, heaters, chemical control systems and overall pool structures. Beyond the pool itself, attention was directed to auxiliary areas such as bathhouses, concessions, bather decks, landscape features, site infrastructure and pool lighting.

FGMA's involvement began with the development of concept plans in 2020, laying the groundwork for potential renovations. Glen Ellyn Park District later hired FGMA in March 2023 to renovate the Sunset Pool facility. Following the successful passage of a budget through a referendum and with the property owned by the Park District, the project aimed to align with findings from the initial study. The renovation process, slated for completion by May 2024, stands as a testament to FGMA's commitment to enhancing aquatic facilities and fostering community through innovative design and meticulous execution.



**CLIENT**  
Roselle Park District

**SIZE**  
600 Bather Load

**COMPLETED**  
07/2023

**PROJECT COST**  
N/A

**DELIVERY METHOD**  
Pre-Design Study

**PROJECT TYPE**  
Pool Improvement Study

**KEY TEAM MEMBERS**  
J. Dzarnowski

**REFERENCE**  
Ms. Lynn McAteer  
Executive Director  
630.894.1027  
lmcateer@rparks.org

# Community-Oriented Facility Improvements

## KEMMERLING POOL IMPROVEMENT STUDY

To address the District’s declining annual attendance and rising maintenance/repair costs at their 17-year old outdoor pool, FGMA developed three improvement options.

Through information gathered from the District and community, the improvement plan devised from the study aided in selecting the right-fit and affordable option for the needed updates.

Three concept options were developed and evaluated to find the right fit for the community. Proposed improvements ranged from adding a new spray pad and playground; to adding new shade structures, lounge furniture, pickleball courts, pathways, lighting and reusing the concession space for community rental.

The District decided to move forward with the project starting with select improvements for an estimated \$4M preliminary budget, with potential to expand the budget pending additional grants.



**CLIENT**

Lombard Park District

**SIZE**

6,430 sf Bathhouse  
1,150 Bather Capacity

**COMPLETED**

05/2009

**PROJECT COST**

\$7.9M (e) \$8.1M (a)

**DELIVERY METHOD**

Construction Manager

**PROJECT TYPE**

New Construction

**KEY TEAM MEMBERS**

J. Dzarnowski

**AWARDS**

Aquatics International  
Dream Design Award

Illinois Park & Rec Association, Outstanding  
Facility Award

**REFERENCE**

Mr. Paul Friedrichs  
Former Executive Director  
630.953.6016

Mr. Joe McCann  
Executive Director  
jmccann@lombardparks.com  
630.620.7322

# New Vibrant Community Gathering Place

## PARADISE BAY WATER PARK

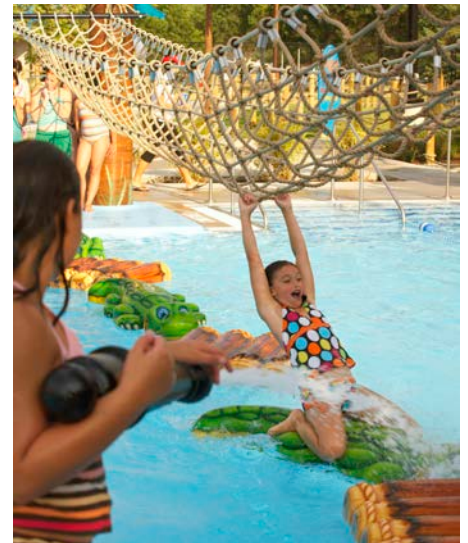
Paradise Bay Water Park replaces an existing 50-year-old public pool which exceeded its functional and social life, providing a new vibrant gathering place for the Lombard community. Approaching the building, glimpses of the water park's amenities tease visitors.

Excitement builds as pool patrons near the entrance and culminates after transitioning through the bathhouse "vestibule" with dramatic views of leisure water and slides: the "great room" of the aquatic facility. FGMA worked with the Lombard Park District and neighborhood to revitalize this urban gathering space and re-spark interest in the community facility through innovative design.

Access to the pool is gained from the admissions "gate," with guests strategically proceeding past family changing and locker rooms. This building is positioned to act as a buffer from a major arterial street and railroad. Swimmer safety is maximized as the entire pool area is visible from the pool manager's office.



Calypso Café concessions area is located between the new bathhouse and an existing community building to take advantage of servicing gatherings in an adjacent private deck. Sun shades constructed near the concessions block south and west sunlight from stainless steel concession stand surfaces, preventing patrons from inadvertent harm on sunny days.

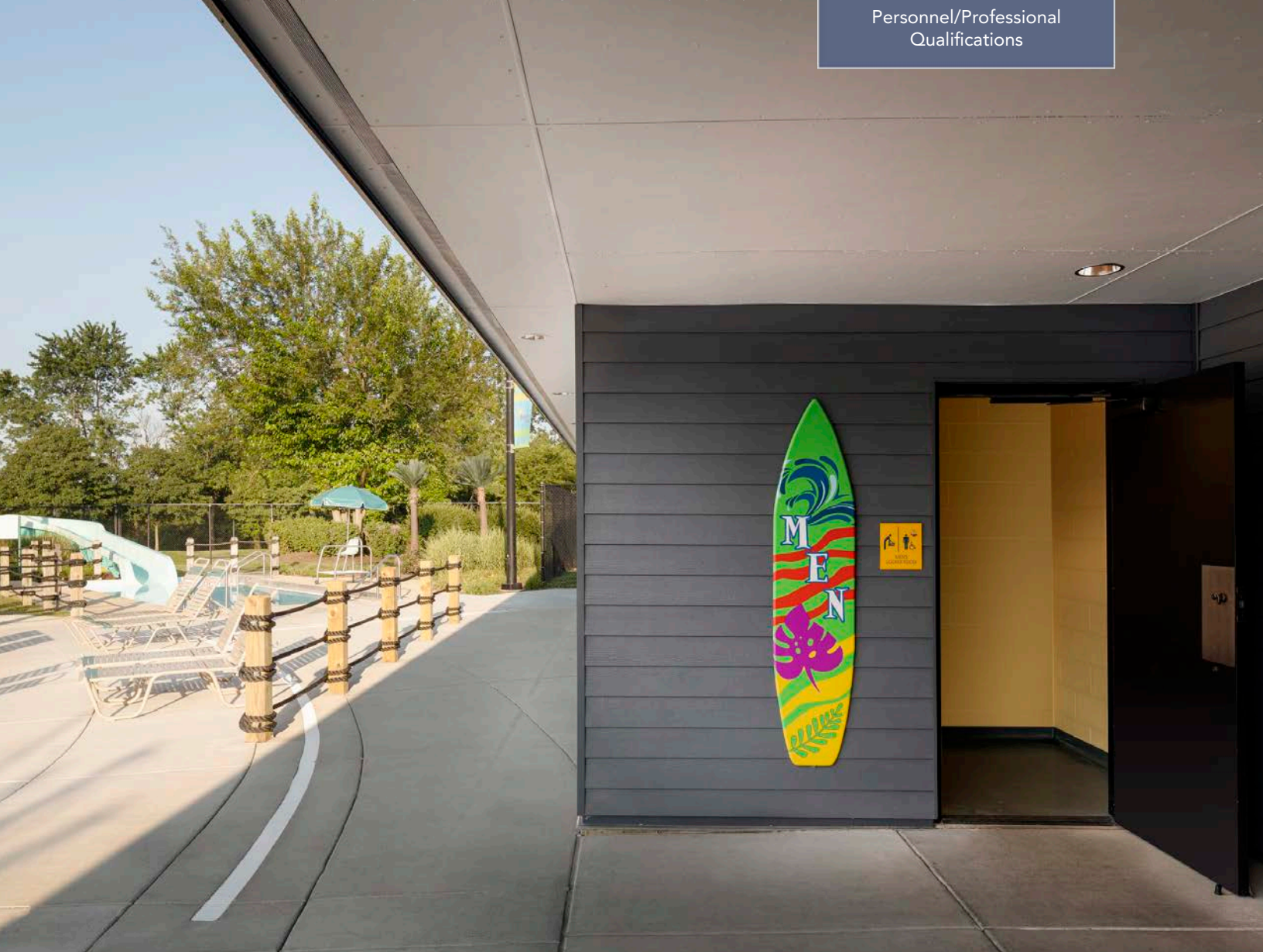




**SECTION**

**3**

Personnel/Professional  
Qualifications



## KEY PERSONNEL

# FGMA provides the Wheaton Park District with a team focused in aquatic 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 the 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

Dan Nicholas, AIA

#### PROJECT MANAGER/ARCHITECT

Annabelle Orlando, AIA, LEED AP BD+C

#### RECREATION SUBJECT MATTER EXPERT

John C. Dzarnowski, AIA

#### CONSULTANTS

IHC Construction

*Cost Estimating*



# DANIEL T. NICHOLAS, AIA

Principal & Senior Associate

Dan has experience in the recreation arena creating award winning aquatic parks, recreation centers, and golf course clubhouse facilities. With 38 years of experience, he is a recognized leader in architectural design and takes pride in ensuring the end result far exceeds everyone's expectations.

## EDUCATION

BA in Architecture | Iowa State University

## LICENSES & CERTIFICATIONS

Registered Architect | Illinois

## 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

### WHEATON PARK DISTRICT, IL

Rice Pool *AUDIT*

### DUNDEE TOWNSHIP PARK DISTRICT, IL

Aquatic Facility *ASSESSMENT & STUDY*

### GLEN ELLYN PARK DISTRICT, IL

Sunset Pool *AUDIT & NEW*

Johnson Center Maintenance Facility  
*IMPLEMENTATION*

### OAK BROOK PARK DISTRICT, IL

Indoor Aquatic Center *NEW*

### ASHBURY AQUATIC CENTER, IL

### ARLINGTON HEIGHTS PARK DISTRICT, IL

Comprehensive Master Planning

### BOLINGBROOK RECREATION AND AQUATIC COMPLEX, IL

### BOWES CREEK COUNTRY CLUB, IL

Community Clubhouse *NEW*

### DEL WEBB SUN CITY HUNTLEY, IL

Prairie Lodge *NEW*

### GURNEE PARK DISTRICT, IL

FitNation Golf and Interiors *RENOVATION STUDY*

### O'FALLON PARK DISTRICT, IL

Parks and Rec Master Plan *FCA*

### WESTERN SPRINGS SERVICE CLUB, IL

Aquatic Center *NEW*

### EVANSTON GOLF CLUB, IL

Golf Club *MASTER PLAN*

Aquatic Campus *NEW*

### ROYAL MELBOURNE COUNTRY CLUB, IL

Dining and Bar *RENOVATION*

Clubhouse *RENOVATION*

Aquatic Center *NEW*

Platform Lodge

Platform Tennis

### BUTTERFIELD COUNTRY CLUB, IL

Aquatic Center *NEW*

Kitchen *RENOVATION*

Dining *ADDITION*

Banquet Area and Locker Room *ADDITION & RENOVATION*

### GLEN OAK COUNTRY CLUB, IL

Clubhouse and Grounds

*MASTER PLAN*

Aquatic Campus *NEW*

### CROWN VALLEY GOLF CLUB, IA

Clubhouse and Grounds *MASTER PLAN*

### CITY OF ANKENY, IA

Aquatic Center *NEW*

### CITY OF DES MOINES, IA

Northtown, Southtown and Birdland

Aquatic Centers *NEW*

### CROWFIELD PLANTATION, SC

Clubhouse and Aquatic Center *NEW*



# ANNABELLA ORLANDO, AIA, LEED AP BD+C

Senior Associate

Annabella offers talent, passion and dedication to each project she touches. She has established herself as highly resourceful and capable of simultaneously coordinating multiple large municipal projects. As a skilled collaborator in the design process with conscientious attention to detail, she will work closely with the project team to help ensure that each client's goals are incorporated into the design. A key member of the project team, Annabella will see your project through from conception until final completion.

## EDUCATION

M of Architecture  
University of Illinois at Chicago

BA in Architecture  
University of Illinois at Chicago

## LICENSES & CERTIFICATIONS

Registered Architect | Illinois

## MEMBERSHIPS

American Institute of Architects

National Council of Architectural Registration  
Boards NCARB Certification

## PROJECT ROLE

Project Manager/Architect

## EXPERIENCE

### GLEN ELLYN PARK DISTRICT, IL

Sunset Pool *RENOVATION*

### CLARENDON HILLS PARK DISTRICT, IL

Lions Park Pool *FACILITY AUDIT*

Lions Park Pool *RENOVATION*

### ROSELLE PARK DISTRICT, IL

Kemmerling Pool *AUDIT*

Kemmerling Pool Splashpad *RENOVATION*

### ARLINGTON HEIGHTS PARK DISTRICT, IL

Camelot Park Recreation Center *NEW*

### NORTHBROOK PARK DISTRICT, IL

Sports Center Pool *RENOVATION*

### DEERFIELD PARK DISTRICT, IL

Mitchell Park Pool *REPLACEMENT & RENOVATION*

Deerspring Pool Splash Pad

*REPLACEMENT & RENOVATION*

### CITY OF CRYSTAL LAKE, IL

Three Oaks Recreational Facility *NEW*

### GLENVIEW PARK DISTRICT, IL

Crowley Park Fieldhouse *NEW*

Diederich Park Fieldhouse *RENOVATION*

Cole Park Fieldhouse *RENOVATION*

### CITY OF MCHENRY, IL

Recreation Center *NEW*

### MOUNT PROSPECT HISTORICAL SOCIETY, IL

Central Schoolhouse *RENOVATION*

### NORTHEAST DUPAGE SPECIAL RECREATION ASSOCIATION, IL

Recreation Center *MASTER PLAN*

### OAK BROOK PARK DISTRICT, IL

Master Plan

### RIVER FOREST PARK DISTRICT, IL

Depot Recreation Center *RENOVATION*

### CITY OF MT. VERNON, IL

Aquatic Facility *MASTER PLAN*

Outdoor Aquatic Facility *NEW*

### ROCKFORD PARK DISTRICT, IL

Magic Waters Little Lagoon *RENOVATION*

### BLOOMINGDALE PARK DISTRICT, IL

Oasis Water Park *RENOVATION*

### ARLINGTON HEIGHTS PARK DISTRICT, IL

Camelot Park Recreation Center *NEW*

### ITASCA PARK DISTRICT, IL

Pool Deck *RENOVATION*

### VILLAGE OF GLENDALE HEIGHTS, IL

Sports-Hub Aquatic

### ITASCA PARK DISTRICT, IL

Water Park Bathhouse *REPLACEMENT & STUDY*

Water Park Landscape *IMPROVEMENTS*

Pool Deck *RENOVATION*

### CITY OF MCHENRY, IL

Recreation Center *NEW*

### PARK RIDGE PARK DISTRICT, IL

Prospect Park *RENOVATION*

Centennial Pool *RENOVATION*

### CITY OF CRYSTAL LAKE, IL

Three Oaks Recreational Facility *NEW*



# JOHN C. DZARNOWSKI, AIA

Chief Executive Officer

Through his involvement in a broad range of municipal project types, John offers significant expertise with the functional, technical, and aesthetic elements that define a successful project. John’s goal is to assist our clients in meeting their needs.

## EDUCATION

BS in Architecture | University of Detroit

## LICENSES & CERTIFICATIONS

Registered Architect | Illinois, Missouri, Texas, Florida, Wisconsin, Arkansas

## MEMBERSHIPS

- American Institute of Architects
- American Public Works Association
- Illinois Association of Park Districts
- Illinois City/County Management Association
- Illinois Park and Recreation Association
- International Association of Chiefs of Police
- Illinois Association of Police Chiefs
- Midwest Institute of Park Executives
- National Recreation & Park Association
- Northeast Illinois Chapter of the American Institute of Architects, Past President
- Society of American Military Engineers

## PROJECT ROLE

Recreation Subject Matter Expert

## EXPERIENCE

### NORRIDGE PARK DISTRICT, IL

Community Pool *AUDIT & REPLACEMENT*

### CLARENDON HILLS PARK DISTRICT, IL

Lions Park Pool *FACILITY AUDIT*  
 Lions Park Pool *CONCEPTUAL DESIGN*  
 Lions Park Pool *RENOVATION*

### GLEN ELLYN PARK DISTRICT, IL

Sunset Pool *AUDIT & REPLACEMENT*

### ROSELLE PARK DISTRICT, IL

Kemmerling Pool *AUDIT*  
 Kemmerling Pool Splashpad *RENOVATION*

### LOMBARD PARK DISTRICT, IL

Moran Water Park *AUDIT*  
 Paradise Bay Water Park *NEW*

### ARLINGTON HEIGHTS PARK DISTRICT, IL

Recreation Park Pool *REPLACEMENT*  
 Arlington Ridge Recreation Center *RENOVATION & ADDITION*  
 Frontier Park *MASTER PLAN*  
 Camelot Park *MASTER PLAN*  
 Heritage Park *MASTER PLAN*  
 Recreation Park *MASTER PLAN*  
 Frontier Park Phase I & II *RENOVATION*  
 Camelot Park Recreation Center *NEW*  
 Heritage Tennis Club *ADDITION & RENOVATION*  
 Forest View Racquet & Tennis Club *RENOVATION*

### NORTHBROOK PARK DISTRICT, IL

Sports Center Pool *RENOVATION*

### ITASCA PARK DISTRICT, IL

Itasca Waterpark *RENOVATION\**  
 Pool Deck *RENOVATION*

### BOLINGBROOK PARK DISTRICT, IL

Recreation & Aquatic Center *CONCEPTUAL PLANNING*  
 Recreation & Aquatic Center *ADDITION & RENOVATION*

### VILLAGE OF GLENDALE HEIGHTS, IL

Aquatic Center *EXPANSION & RENOVATION*

### GURNEE PARK DISTRICT, IL

FitNation Aquatic *RENOVATION*

### LAKE BLUFF PARK DISTRICT, IL

Lake Bluff Pool *AUDIT*  
 Lake Bluff Pool *REPAIRS & ADDITION*  
 Blair Pool *CONCEPTS*

### NORTH BERWYN PARK DISTRICT, IL

Maple Park Aquatic *FEASIBILITY STUDY*

### PARK RIDGE PARK DISTRICT, IL

Centennial Aquatic Center *RENOVATION*

### DEERFIELD PARK DISTRICT, IL

Mitchell Park Pool *REPLACEMENT & RENOVATION*

### BLOOMINGDALE PARK DISTRICT, IL

The Oasis Water Park *NEW\**  
 Oasis Water Park *RENOVATION*

### CITY OF EDWARDSVILLE, IL

Splashpad *NEW*

### CITY OF MOLINE, IL

Riverside Aquatic Center *MASTER PLAN*

### CITY OF MT. VERNON, IL

Aquatic Facility *MASTER PLAN*  
 Outdoor Aquatic Facility *NEW*

\*Project completed while John was affiliated with another firm.



**SECTION**

**4**

Fee Proposal



February 26, 2026

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

Re: 2026 Rice Pool and Water Park Conceptual Planning Services, Wheaton, Illinois

Dear Mr. Hinchee:

FGM Architects is pleased to submit this proposal to provide architectural services for Rice Pool and Water Park in Wheaton, Illinois. We are very excited at the possibility of continuing our 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.

- We are long-time Wheaton Park District residents, and have spent extensive time at Rice Pool while raising our kids in Wheaton.
- 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)

WE BUILD COMMUNITY

**FGM Architects Inc.** | An Employee-Owned Firm  
Illinois • Missouri • Texas • Virginia • Wisconsin

Proposal for

Architectural Services

for

**2026 Rice Pool and Water Park Conceptual Planning Services**  
Wheaton, Illinois

Submitted to:

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

By:

**FGM ARCHITECTS INC. (FGMA)**  
1 Westbrook Corporate Center, Suite 1000  
Westchester, Illinois 60154

February 26, 2026

2 of 7

## 1.0 SCOPE OF PROJECT

- 1.0.1 Wheaton Park District, hereinafter referred to as the Owner, intends to develop a **Concept Plan** for a potential replacement pool facility or pool renovation at Rice Pool.
- 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 phase of the 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 Concept Planning Services

- 2.1.1 Architect shall prepare up to three (3) concept plans, working with Park District staff and Board, to identify potential future pool options, aquatic features and amenities for the site including the following:
  - .1 Pre-application meeting with permitting authorities
  - .2 Proposed design solution
  - .3 Meet with staff to review designs
  - .4 Provide executive summary of report
  - .5 Present concepts to park board for approval
- 2.1.2 In preparation for developing the concept plans, the Architect will study existing conditions and available information, such as:
  - .1 Review available plan documents
  - .2 Data collection (existing utility locations and capacity, easements, etc.)
- 2.1.3 Architect will prepare a budget for each concept developed to aid in decisions regarding project scope. A third-party construction management company will then be engaged to verify budget decisions, and update the project budgets, by providing cost estimates for each of the concepts. We would propose to engage IHC Construction Companies LLC to provide the third-party cost estimates. FGMA has worked with many Construction Managers and General Contractors over the years to build aquatic facilities; W. B. Olson, Inc, Corporate Constructions Services (no longer in business), Lamp Incorporated, Schaeffges Brothers, Inc., to name a few. All of these are great construction managers who provide excellent pre-construction services including cost estimating and who we would be happy to partner with. For this project, we are proposing IHC Construction due

to their depth of experience working with FGMA and/or our team members. This experience leads to a greater depth of understanding the specifications of the final, built project while estimating at a very early, conceptual level.

- .1 We currently have 2 aquatic projects under construction with IHC for the Clarendon Hills Park District and the Roselle Park District.
- .2 IHC Construction recently completed a project for the Norridge Park District designed by FGM Architects and Counsilman-Hunsaker.
- .3 Jim Leppert, formerly with IPRM and PHN Construction, has over 30+ aquatic projects on his resume, many with FGMA team members.

2.1.4 Our team is available to assist the Park District with any of the following services, for an additional fee, if desired:

- .1 Meetings with neighbors or the community to solicit and incorporate feedback on the proposed concepts before presentation to the Park Board.
- .2 We will solicit feedback from our aquatic engineer, Counsilman-Hunsaker, who helped prepare the previous Pool Audit, as necessary to clarify or augment concept planning best practices or decisions for this project.
- .3 Our Aquatic Engineer, Counsilman-Hunsaker can provide community engagement services through online data-gathering and aquatics-focused workshops, meetings with community representatives and stakeholders to develop a list of priorities for the facility's uses and objectives.
- .4 Our Aquatic Engineer, Counsilman-Hunsaker, can provide revenue and expense projections to operate any or all of the concept plans developed. These projections, often call a "Pro-forma Analysis" include detailed calculations of annual operating revenues and expenses based on the specific concept, the gathered data and analytical research; opinions of financial performance (e.g., positive or negative cash flow), projected annual operating budget and sources of funding.

2.1.5 We are ready to begin this project immediately, and believe the conceptual drawings portion of the project will be completed within 2 months of the start date. If any public meetings are added to the scope of the project, this may extend the time period slightly to accommodate scheduling these meetings. After completion of the conceptual drawings, an additional 3 weeks is necessary to complete the third-party cost estimates of the concepts.

2.1.6 We would propose modifying the included "Indemnification" clause included in the "General Insurance Provisions" to match the "Indemnification" clause agreed to between FGMA and the Wheaton Park District for the "Wheaton Park District

Arrowhead Driving Range Improvements” Agreement dated September 29, 2025.

**2.2 Consultants**

- 2.2.1 IHC Construction Companies LLC will be engaged as the Construction Manager to provide cost estimating services. 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 the **Concept Planning Services** as described in **Paragraphs 2.1 and 2.2** above we propose a **Lump Sum Fee of \$7,500 plus Reimbursable Expenses** as defined within this Proposal (local travel (travel less than 100 miles), phone, fax, and printing of review sets for design coordination shall not be charged as a Reimbursable Expense). Fees for the project are distributed as follows:
  - .1 FGMA (Concept Plans & Budgets): \$7,500
  - .2 IHC Construction (Cost Estimates): no charge
- 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. We currently do not anticipate any Reimbursable Expenses for this Project.
  - 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.
- 3.3.5 Fees and expenses of any consultants not included in 2.2 above.
- 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, unless the Owner wishes to negotiate a different form of Agreement.

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 \_\_\_\_\_

**HOURLY RATE SCHEDULE**

**Effective February 1, 2026\*\***

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.**

Arch V	\$320.00
Arch IV	\$275.00
Arch III	\$240.00
Arch II	\$200.00
Arch I	\$160.00

Interior Designer IV	\$270.00
Interior Designer III	\$220.00
Interior Designer II	\$170.00
Interior Designer I	\$140.00

Intern	\$85.00
Project Administrator	\$150.00

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

# We Build Community



SUBMITTED BY

**DANIEL T. NICHOLAS**

Principal-in-Charge

DanNicholas@fgmarchitects.com | 630.576.1086

1 Westbrook Corporate Center, Suite 1000  
Westchester, Illinois 60154

SUBMITTED TO

**STEVE HINCHEE**

Superintendent of Planning

shinchee@wheatonparks.org | 630.510.4976

102 East Wesley Street  
Wheaton, Illinois 60187



[fgmaarchitects.com](http://fgmaarchitects.com)

FEE PROPOSAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 1745 N. Brown Road Suite 250 Lawrenceville GA 30043		<b>CONTACT NAME:</b> Megan Willard <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mwillard@risk-strategies.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> RLI Insurance Company	<b>NAIC #</b> 13056
		<b>INSURER B:</b> Continental Casualty Company	20443
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> FGM Architects, Inc. 1 Westbrook Corporate Center Suite 1000 Westchester IL 60154			

**COVERAGES****CERTIFICATE NUMBER:** CL2510803728**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PSB0001771	10/01/2025	10/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002422	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001447	10/01/2025	10/01/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0001597	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			AEH114077912	10/01/2025	10/01/2026	Each Claim	\$2,000,000
							Aggregate	\$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: FGMA Project #26-4573.01, Rice Pool project.  
Wheaton Park District is included as an additional insured as respects the General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Wheaton Park District 1000 Manchester Rd.  Wheaton IL 60187	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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