

 **AIA**® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirteenth day of February 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
(630) 665-4710

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

Nevin Hedlund Architects, Inc.
30 North Wolf Road, Second Floor
Hillside, IL 60162
(708) 771-7117

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

Wheaton Park District Restroom Feasibility Study

Feasibility study for year-round restrooms at various parks as more fully described in Architect's Proposal dated January 28, 2026 and revised February 9, 2026 ("Architect's Proposal").

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.)

The Project is to complete a study to determine feasibility and estimated cost to construct, or adapt existing facilities to, year-round restroom facilities at various parks throughout Wheaton, Illinois, including schematic architectural and engineering plans, diligence related to permitting, and an estimate of costs, as more fully described in Owner's Request for Proposals dated January 5, 2025 ("Request for Proposals" or "Owner's RFP"), which is attached hereto as Exhibit A, and Architect's Proposal, which is attached hereto as Exhibit B.

§ 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 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.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect's services consist of those services performed by 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 are engineering services which must be performed by a licensed engineer, those services shall be provided with the professional skill and care ordinarily provided by engineers practicing in the Chicago metropolitan area under the same or similar circumstances. 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 obtain and maintain, at no additional expense to the Owner, insurance at least meeting the requirements set forth in the Insurance Requirements of the Owner's RFP attached hereto as Exhibit 2. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall obtain and maintain the insurance at its cost, it being understood and agreed that the cost of any and all requirements in the Insurance Requirements is already included in the Architect's Compensation.

.1 General Liability

See Insurance Requirements set forth in the Request for Proposals.

.2 Automobile Liability

See Insurance Requirements set forth in the Request for Proposals.

.3 Workers' Compensation

See Insurance Requirements set forth in the Request for Proposals.

.4 Professional Liability

See Insurance Requirements set forth in the Request for Proposals.

§ 2.3 All 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 consultants 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 due to its consultants in accordance therewith and shall not cause or permit any liens or bond claims to be placed by any such consultants against the property or funds of the Owner provided the Owner has paid the Architect for the consultants' scope of work in accordance with this Agreement. The Architect shall provide Owner current waivers and releases of lien from Architect and its consultants on account of the payment sought in the invoice. The Architect shall review invoices from its consultants and include in its bill to the Owner only those invoices and/or fees for services properly performed by Architect's consultant. To the fullest extent permitted by law, Architect shall defend, indemnify and hold harmless the Owner from all claims, losses, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim, claim against Owner's funds, or other claim for payment by any of Architect's consultants of any tier, and this obligation shall survive the termination or expiration of this Agreement. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 Basic Services to be provided by the Architect are those as described in the Owner's RFP, the Architect's Proposal, and this Agreement and include fees for MEP consultants and civil engineering consultants retained by Architect. The Owner's RFP, the Architect's Proposal and this Agreement are complimentary and supplementary, and the Architect shall provide all services described in or implied from all of these documents taken as a whole. The Owner's RFP and the Architect's Proposal are fully incorporated herein by reference and made a part of this Agreement. In the event of a conflict between or among the foregoing items, the provision most favorable to Owner shall control. Basic Services include usual and customary structural, mechanical, and electrical engineering services to prepare the concept design for the Project. 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 If approved by Owner, the Architect shall comply with the schedule it proposed as set forth in the Architect's Proposal, or any other scheduled approval by Owner. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, 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 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall study and review existing conditions and information as described in the Owner's RFP and the Architect's Proposal.

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

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

§ 3.2.6 The Architect shall provide all services required by Request for Proposals and contained in Architect's Proposal.

§ 3.3 Construction Documents Phase Services

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

§ 3.3.3 The Architect shall submit the Concept Plan/Design Documents and estimate of Cost of Work 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(s) deemed necessary to perform under this Agreement by the Architect. The Architect shall conduct site visits in excess of that amount as an Additional Service.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 6.2 The estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's or the contractor's judgment. 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 Owner and the Architect agree that the Architect's preparation of all drawings, designs, specifications, notes and other elements of the conceptual design documents prepared by the Architect and other services rendered in the performance of this Agreement is a service work done for hire and that all title, ownership and copyright privileges to all drawings, plans, specifications and other documents prepared by the Architect in connection with the Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or to the Owner's business) (the "Instruments of Service") and which have been paid for by Owner in accordance with this Agreement, are and shall be solely in the Owner. Subject to payment by Owner in accordance with this Agreement, the Architect agrees, when requested by the Owner, to execute immediately any documents which evidence and acknowledge the ownership of all such drawings, plans, specifications and other documents in the Owner. All drawings, specifications, models and other materials prepared or furnished by the Architect shall be solely the property of the Owner upon the suspension or termination of the Project or the termination of this Agreement, provided Owner has made payment to the Architect for such materials in accordance with this Agreement.

Reproducible copies of all Instruments of Service and all other such materials shall, to the extent not previously delivered, be delivered promptly to the Owner upon demand and payment in full by Owner of all amounts due Architect in accordance with this Agreement on outstanding invoices received from the Architect and thereafter may be used by the Owner in whole or in part or in modified form for such purposes as the Owner may deem advisable, without further employment of, or payment of additional compensation to, the Architect or anyone retained by the Architect. 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 Instruments of Service on other projects or provide the Instruments of Service to third parties for their use on other projects or (b) upon termination of the Architect's services before completion of the Construction Documents phase, use the Instruments of Service for completion of this Project by others, the Owner shall release Architect from liability or claims arising from such use.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the 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)*

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give at least fifteen (15) business days' written notice to the Owner before terminating or suspending services. In the event of a proper termination or suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such proper termination or suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. If the suspension lasts more than sixty (60) consecutive days, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 The Owner may suspend the Architect's Services or the Project at the Owner's convenience and without cause at any time upon written notice to the Architect. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Project or the Architect's Services are suspended by the Owner for more than thirty (30) consecutive days and thereafter resumed, 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 as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall to the Architect's fees or time schedules will 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 fifteen (15) 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 performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents and Instruments of Service 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.

§ 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

\$28,400.00, which sum includes all fees of MEP consultant (\$8,000.00) and civil engineering consultant (\$9,500.00), who shall be retained by Architect and paid by Architect out of the Stipulated Sum.

- .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 Supplemental Services before the Architect provides any Supplemental Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be 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.)

Employee or Category	Rate
As set forth in Architect’s Proposal.	

§ 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 zero percent (0 %) of the expenses incurred. Reimbursable costs shall not exceed \$1,000.00 without prior written approval of Owner.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) 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 the Owner at the time reimbursement is requested.

§ 11.10 Any provision of this Agreement to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Architect hereunder if any one or more of the following conditions 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 Notwithstanding any other provisions of this Agreement, if either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement or to seek a declaration of rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses and costs incurred (including but not limited to expert fees, transcription fees, deposition costs,

copying and other costs) pertaining thereto including those fees and costs related to any appeal.

§12.2 This 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 the Contract.

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

§12.7 Notwithstanding the provisions in Owner's RFP, the provisions of this Section shall apply regarding Architect's defense and indemnification obligations. To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, its elected officials, officers, employees, volunteers and agents from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use therefrom, arising out of or related to the acts or omissions of the Architect, its consultants, or, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. Architect shall similarly and to the fullest extent permitted by law protect, defend, indemnify and hold 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 attorney's fees and costs, incurred by reason of Architect's breach of any of its obligations under this Agreement, or default under this Agreement. Architect's obligations under this Section shall survive the termination of the Contract. In claims against any person or entity indemnified under this Section 12.7 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; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

.3 To the best of Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

.4 Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Architect has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Architect's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Architect further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

.5 (i) Architect's proposal was made without any connection or common interest in the profits anticipated to be derived from the Agreement by Architect with any other persons submitting any bid or proposal; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Architect without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Architect's bid proposal or in Architect, (iv) the Architect has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Architect. Additionally, the Architect shall cause all of its officers, directors or employees (as the case may be) to comply with the restrictions contained in the preceding sentence.

.6 Architect knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Architect further certifies that Architect is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

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

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

- .2 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: Owner's Request for Proposals dated January 5, 2026
Exhibit B: Architect's Proposal dated January 28, 2026 and revised February 9, 2026
- .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: Nevin Hedlund, President

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

**Wheaton Park District
Request for Proposals
2026 District-wide Park Restroom Study**

1/5/2026

Contents

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Overview

General Information

The Wheaton Park District is seeking a proposal for professional services related to study to determine feasibility and estimated cost to construct year-round restroom facilities at various parks throughout Wheaton IL. Deliverables will include schematic architectural and engineering plans, due diligence related to permitting, and an architect's opinion of cost for each proposed restroom location.

Proposals shall be submitted electronically on or before 10:00 am CST January 23, 2026. This email should clearly state in the subject line "Response to: 2026 District-wide Park Restroom Study." Please send your proposal to: Steve Hinchee shinchee@wheatonparks.org

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

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

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

Project

Develop concept plans and estimates for ten restroom buildings designed to be open year-round at various parks.

Scope of Services

The project shall consist of:

1. Study existing conditions and available information
 - a. Review available plan documents.
 - b. Data collection (existing utility locations and capacity, easements etc.).
2. Develop concept plans
 - a. Pre-application meeting with permitting authorities.
 - b. Proposed design solution.
 - c. Meet with staff to review designs.
 - d. Present concepts to park board for approval
3. Provide preliminary plan cost estimates
 - a. Provide cost estimates in concept stage to aid decisions concerning scope
 - b. Engage third party construction management company or general contractor to provide estimates of 75% drawings prior to moving into final drawings.

Proposal

Proposals shall include the following:

1. Introduction letter
 - o Firm name, address and telephone.
 - o Brief statement of understanding of the scope of services to be performed.
 - o The signature of contractually authorized contact, title, telephone and email.
2. Background and experience
 - o Describe prior work in which the Firm assisted a governmental entity with similar park projects. Include agency name and contact person's information.
 - o Provide applicable deliverables (renderings, reports, budget etc.)
3. Personnel/ professional qualifications
 - o Identify staff members who will be assigned to perform services detailed in scope of services. Include resumes including relevant project experience.
4. Approach
 - o Clearly describe approach, methodologies, knowledge and capability to be employed in performance of scope of services.

- Present innovative concepts, approach, methodologies, knowledge and capability not discussed in scope of services above for consideration.
5. Project schedule
 6. Proposed compensation
 - The proposal shall include a full description of all fees proposed by the Firm for performing the scope of services, including a fee schedule that reflects the cost to complete each of the tasks.
 - An estimated cost for reimbursable expenses.

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

Insurance Requirements

The Architect shall maintain the following insurance for the duration of the Agreement.

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

1. **General Liability:** Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing similar coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing similar coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
2. **Automobile Liability:** Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
3. **Workers' Compensation:** Architect shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and

Umbrella Liability Insurance required in this Contract, the Architect waives all rights against Owner and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Architect's work.

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

General Insurance Provisions

1. **Evidence of Insurance:** Prior to beginning work, Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. Architect shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.
2. **Acceptability of Insurers:** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.
3. **Cross-Liability Coverage:** If Architect's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Architect may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers, and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
5. **Subcontractors:** Architect shall cause each subcontractor employed by Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.
6. **Indemnification:** To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and

against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, Architect's consultants and subconsultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify, and hold and save harmless the Owner, its officers, officials, employees, volunteers, and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of, any provision of the Contract.

Exhibits

Wheaton Park District – Request for Proposal

Renovation and Addition of Toilet Facilities

The Wheaton Park District (WPD) is seeking architectural and engineering proposals for a study to determine the design, engineering and construction cost for the scope noted below.

The list of facilities includes:

Addition of New Year-round Toilet Facilities

- 1 Lincoln Marsh (Lincoln Ave.)
- 2 Kelly Park
- 3 Scottdale Park
- 4 Seven Gables (west and east side)

Renovation of Existing Toilet Facilities For Year-round Use

- 1 Seven Gables (center)
- 2 Atten Park
- 3 Briar Patch Park
- 4 Graf Park
- 5 Northside Park (warming house)

The study should include:

1. Proposed connections to utilities (water, sewer & electric – possibly gas & possibly solar)
2. Proposed type options (e.g. block vs. wood frame and prefab vs. built on site)
3. Construction cost estimated broken down by site

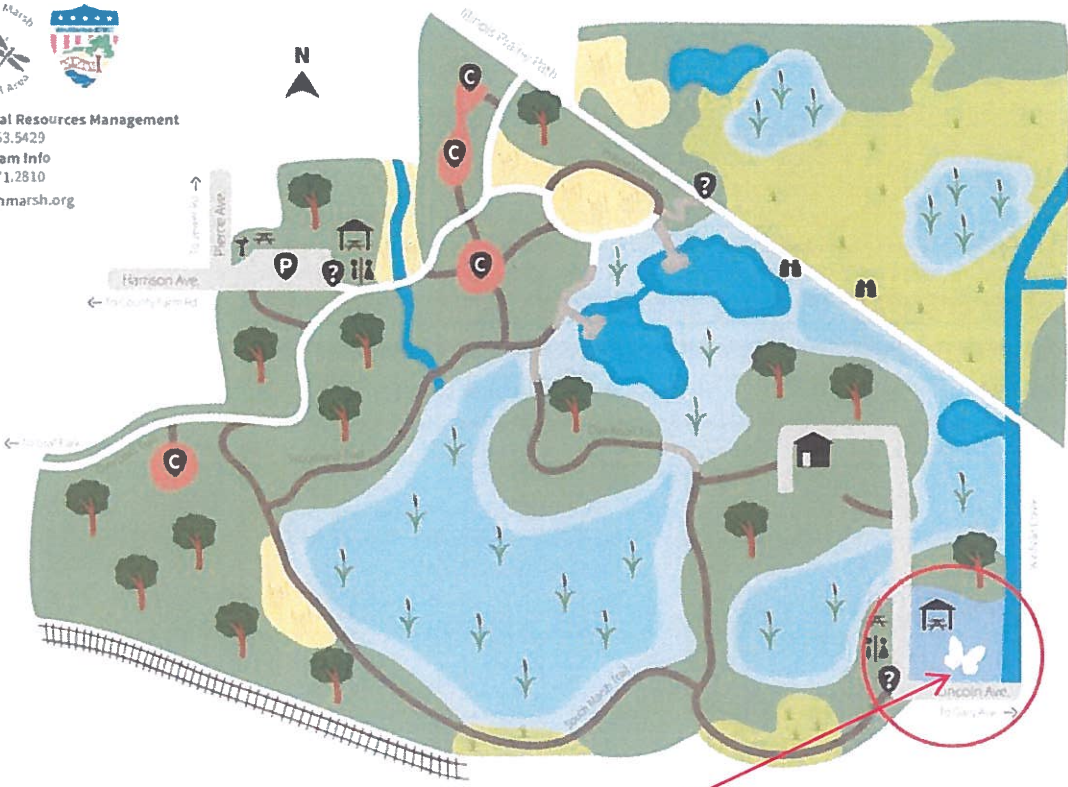
The program for new toilet facilities includes three single-user toilets per site location. Attached are site location maps and photos of each location.

Add Alternate Scope:

Replace existing restroom, concession & shelters entirely at Atten, Seven Gables, Graf & Briar Patch parks.



Natural Resources Management
 630.653.5429
Program Info
 630.871.2810
 lincolnmarsh.org

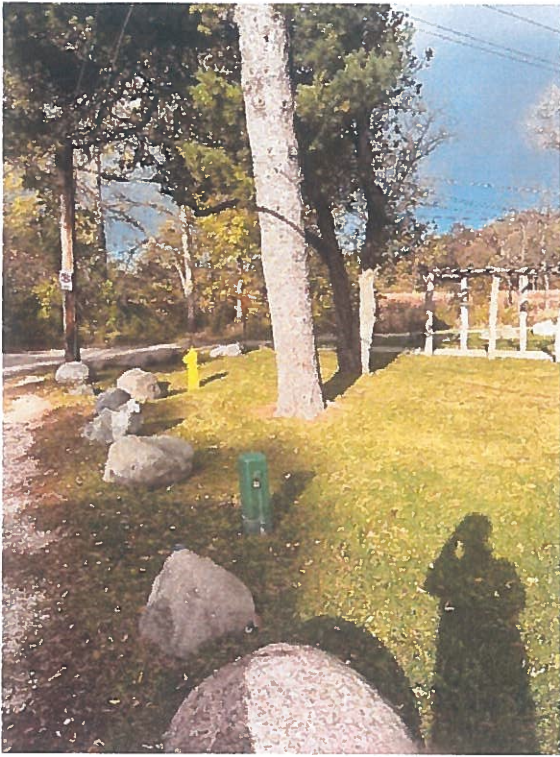


- Challenge Course
- Parking
- Information
- Picnic Area
- Shelter
- Program Office
- Toilets
(Seasonal at Lincoln Ave entrance)
- Overlook
- Water Fountain
- Woodland
- Marsh
- Prairie
- Grassland
- Prairie Patch Play Area
- Limestone Trail
- Boardwalk
- Woodchip Trail

NEW TOILET FACILITIES

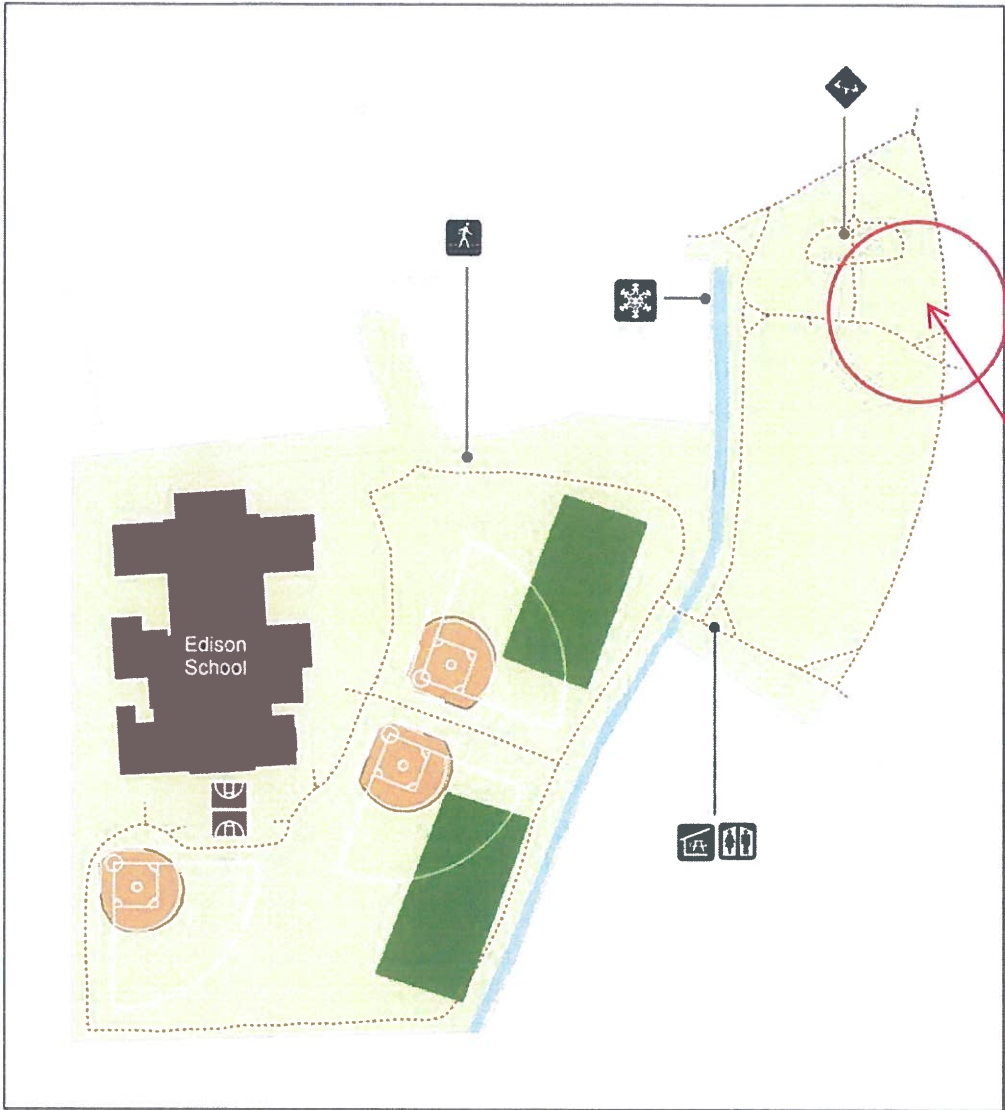
Lincoln Marsh

Harrison St & Pierce Ave, Wheaton, IL 60187
 – Main parking lot at Pierce & Harrison, add'l trail head at west end of Lincoln



West end of Lincoln Ave. – Overhead power available. Sewer and water available in street.





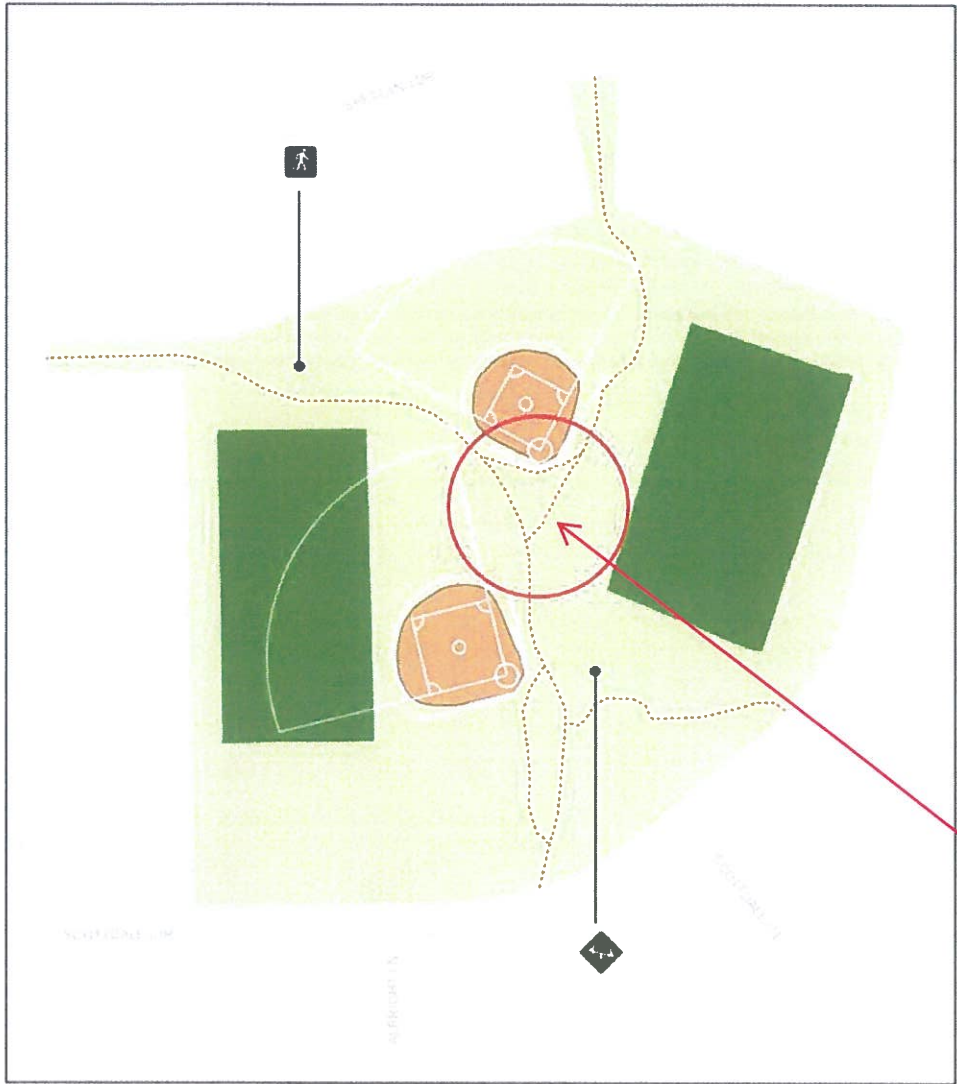
NEW TOILET FACILITIES

Kelly Park

1100 S Main St, Wheaton, IL 60189



View looking west from Main Street – Sewer, water and power available in Main Street.



NEW TOILET
FACILITIES

Scottdale Park

1855 Scottdale Cir, Wheaton, IL 60189



View looking North from Scottdale Circle – Sewer, water and power available in street.





Seven Gables Park

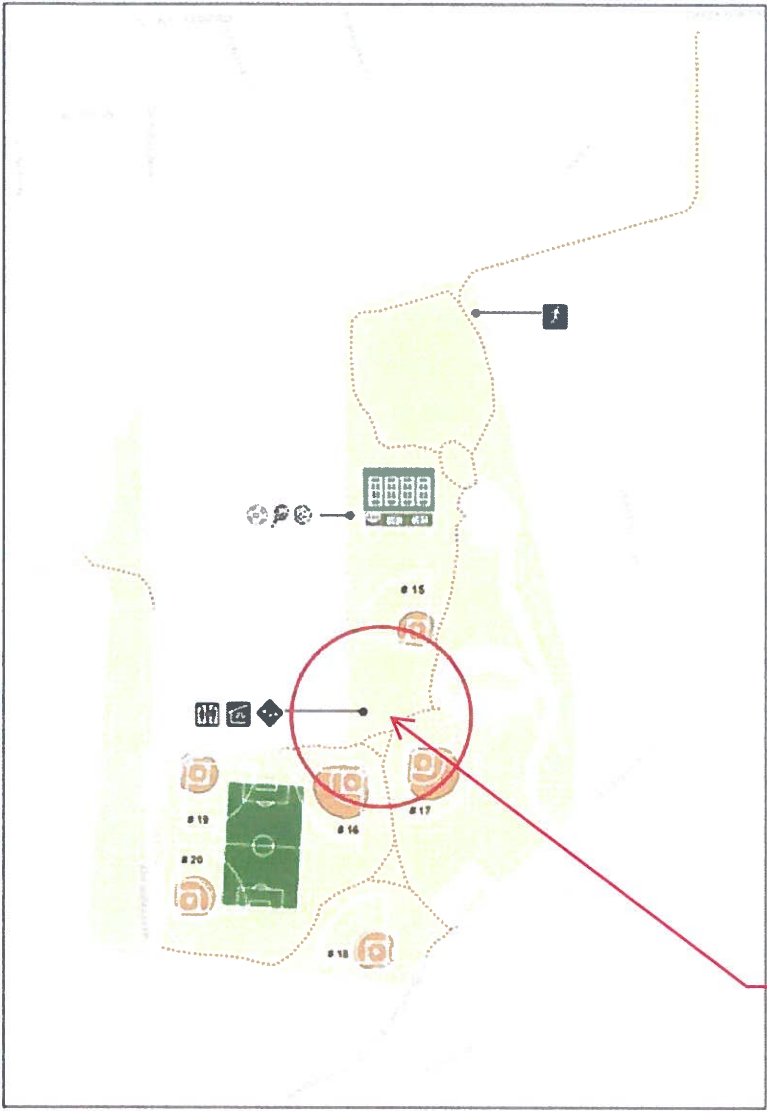
1750 S Naperville Rd, Wheaton, IL 60189
 – Accessible from Winners Cup Circle and Thompson Dr.








Existing toilets – Renovate for year-round use.




Add new toilet facilities near main entry at Naperville Road.



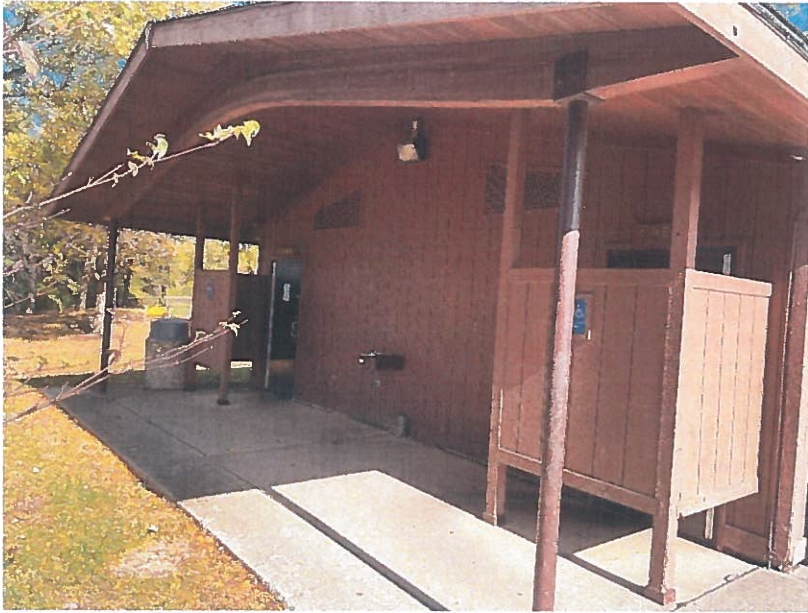
RENOVATE TOILET FACILITIES

 Public Restrooms	 Playground
 Shelter	 Soccer, Baseball, Tennis, Basketball, Pickleball
 Walking Trails	

ATTEN PARK 

Atten Park

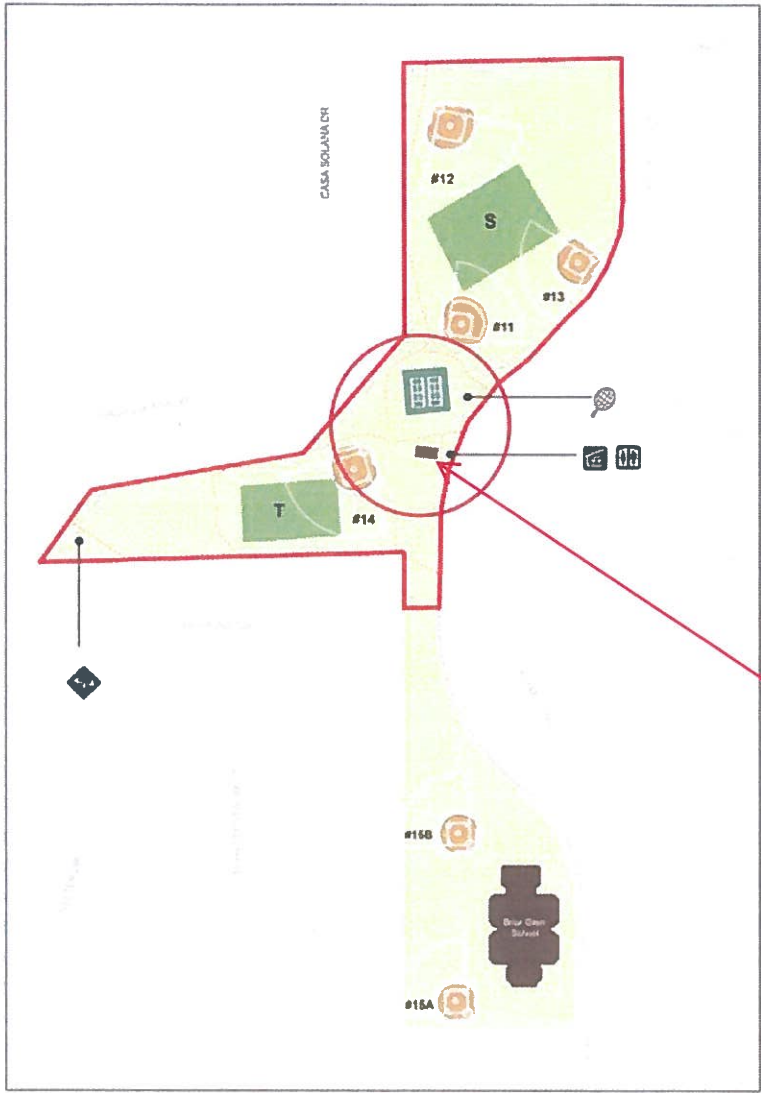
1720 S Wiesbrook Rd, Wheaton, IL 60189



Existing toilets – Renovate for year-round use.



RENOVATE TOILET FACILITIES



RENOVATE TOILET FACILITIES

 Public Restrooms	 Tennis Baseball
 Shelter	
 Playground	 Wheaton Park District Boundary (Briar Glen School owns southern half of park)

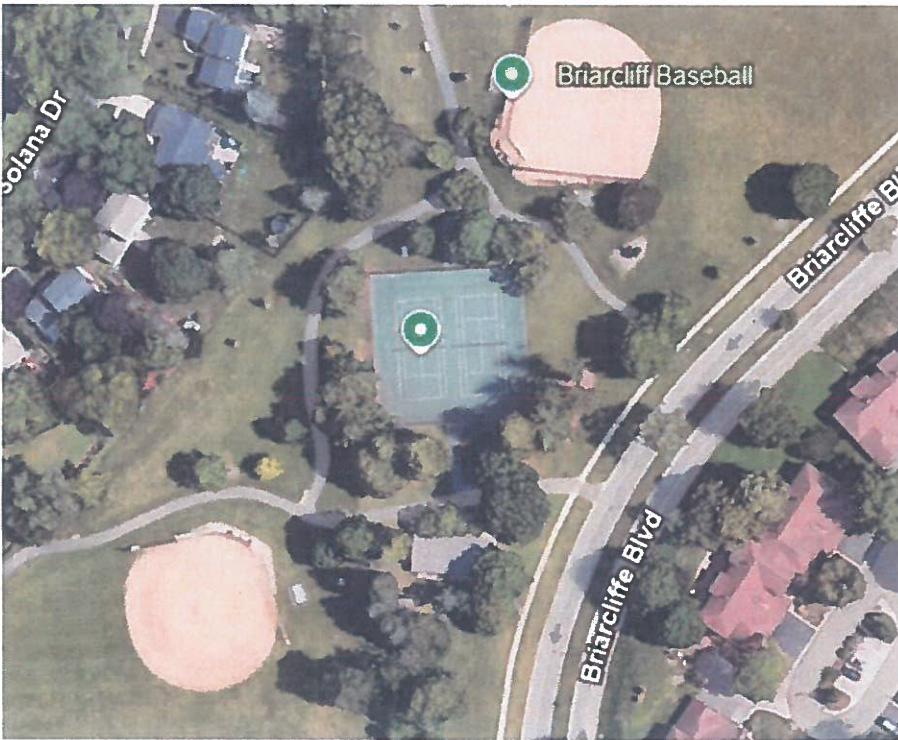
BRIAR PATCH PARK 

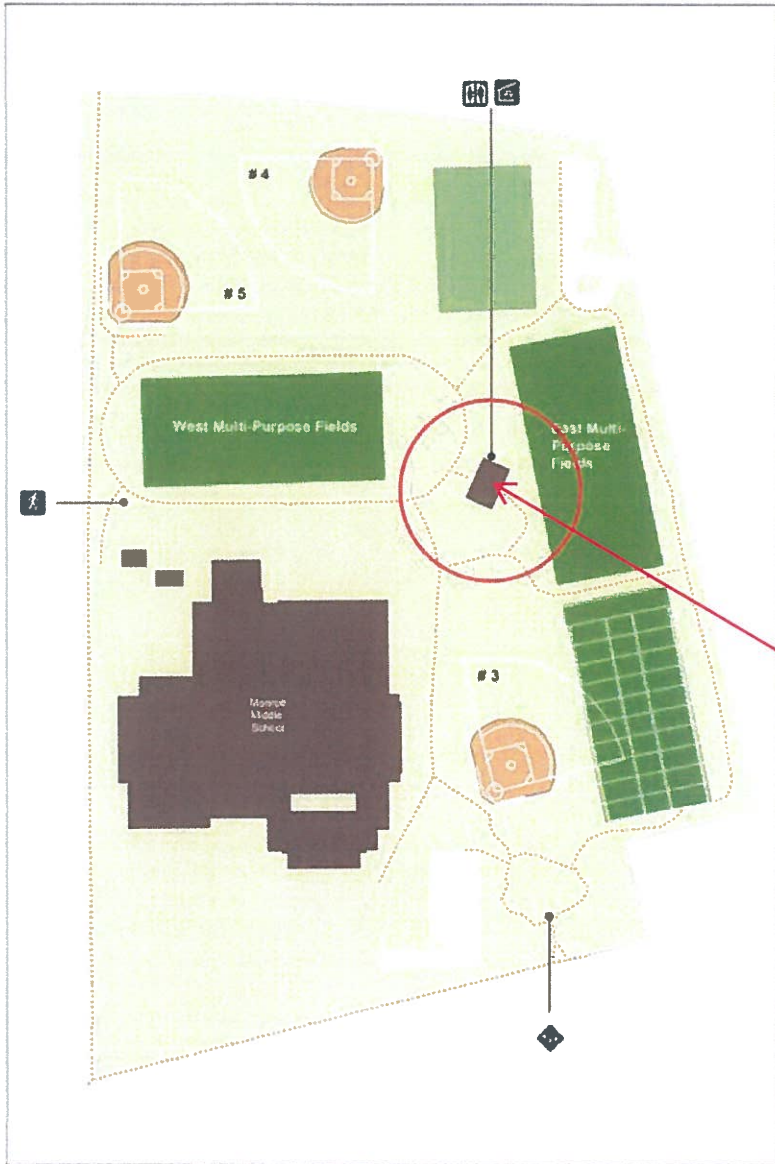
Briar Path Park

1700 Briarcliffe Blvd, Wheaton, IL 60189







Existing toilets – Renovate for year-round use.





RENOVATE TOILET FACILITIES

-  Public Restrooms
-  Shelter
-  Walking Trails
-  Playground
-  Soccer, Baseball, Football



Graf Park

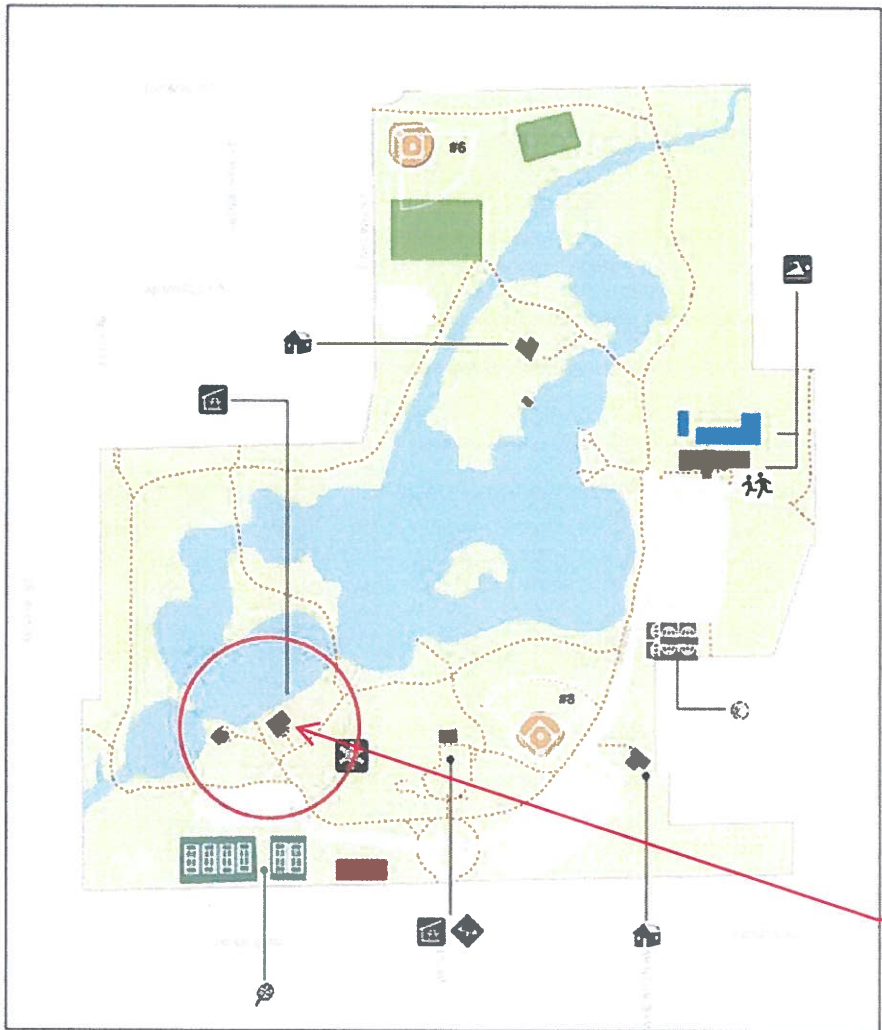
1855 Manchester Rd, Wheaton, IL 60187



Existing toilets – Renovate for year-round use.



**RENOVATE TOILET
FACILITIES**



RENOVATE TOILET FACILITIES

- | | | |
|-----------------------|----------------------------|------------------------------|
| Shelter(s) | Aquatic Center/Pool | Tennis, Basketball, Baseball |
| Girl/Boy Scout Cabins | Sled Hill | Open Play Area |
| Open Play | 1.3 Miles of Walking Paths | |
| Playground | Petanque Court | |



Northside Park
 1300 N West St, Wheaton, IL 60187



Existing toilets – Renovate for year-round use.



Exhibit B

NEVIN HEDLUND ARCHITECTS, INC.
30 North Wolf Road, Second Floor
Hillside, Illinois 60162
708.771.7117 HedlundArchitects.com

January 28, 2026 **Revised February 9, 2026**

Mr. Steve Hinchee
Superintendent of Planning
Wheaton Park District
1000 Manchester Rd.
Wheaton, IL 60187

Re: Request for Proposal
2026 District-wide Park Restroom Study
Architectural and Engineering Services

Dear Mr. Hinchee:

Nevin Hedlund Architects is pleased to submit our proposal for the 2026 District-wide Park Restroom Study. We have put together a consultant design team to directly address the requirements of the RFP. The team includes:

Member	Discipline
Nevin Hedlund Architects, Inc.	Architecture
MSA	Mechanical, Electrical, Plumbing and Fire Protection
	Engineering
WMA	Civil Engineering

The team has core strengths that include:

- Experience with institutional projects
- Experience working with park districts
- Experience with infrastructure projects

The following documents address the specific items listed in the RFP. We look forward to the opportunity of working with the Wheaton Park District.

Sincerely,
Nevin Hedlund Architects, Inc.



Nevin Hedlund
Principal
nhedlund@hedlundarchitects.com

Cc: File

NEVIN HEDLUND ARCHITECTS, INC.

30 North Wolf Road, Second Floor
Hillside, Illinois 60162
708.771.7117 HedlundArchitects.com

2. BACKGROUND AND EXPERIENCE

Nevin Hedlund Architects, Inc. specializes in providing architectural services to Chicagoland institutions, including:

- Shedd Aquarium Multiple projects (2010-Present)
- Adler Planetarium Multiple projects (2019-Present)
- Art Institute of Chicago Multiple projects (2021-Present)
- Merit School of Music Multiple projects (2003-Present)
- Ravinia Multiple projects (2021-Present)
- Loyola University Multiple projects (2006-Present)
- Dominican University Multiple projects (2020-Present)
- Wheaton Park District Multiple projects (2019-Present)

MSA

- Batavia Park District East Side Community Center, New Facility, Batavia IL
- Channahon Park District Channahon Field House, New Facility, Channahon, IL
- Crystal Lake Park District Baseball Field Lighting, Crystal Lake, IL
- Decatur Park District Outdoor Sports Complex Lighting, Decatur, IL
- Palatine Park District Soccer City, Renovation, Palatine, IL
- Park Ridge Park District Tennis Court and Baseball Field Lighting, Park Ridge, IL
- Rockford Park District SportsCore Two, Addition, Rockford, IL
- Roselle Park District Administrative Offices, Renovation, Roselle, IL

WMA

- Arrowhead Country Club Civil Engineering and Survey, Wheaton, IL
- Palatine Fire Station Civil Engineering and Survey, Palatine, IL
- Wheaton College Civil Engineering and Survey, Wheaton, IL
- Lombard Aquatic Center Civil Engineering and Survey, Lombard, IL
- City of Wheaton Annex Civil Engineering and Survey, Wheaton, IL
- Kerry Wood Clark Park Civil Engineering, Chicago, IL
- Oakbrook Terrace Public Works Civil Engineering and Survey, Oakbrook Terrace, IL
- City of Wheaton Side Walks Civil Engineering and Survey, Wheaton, IL
- St. Charles Police Station Civil Engineering and Survey, St. Charles, IL
- Itasca Fire Station Civil Engineering and Survey, Itasca, IL
- Addison Consolidated Dispatch Civil Engineering and Survey, Addison, IL

NEVIN HEDLUND ARCHITECTS, INC.

30 North Wolf Road, Second Floor
Hillside, Illinois 60162
708.771.7117 HedlundArchitects.com

3. PERSONNEL/PROFESSIONAL QUALIFICATIONS

Nevin Hedlund and Will Gamble will both be available as key management for providing the services described in the RFP's Scope of Work. They will both be actively involved in the project throughout. Nevin Hedlund will be the main point of contact for all design phases, scheduling, billing and any other questions that may arise. Will Gamble will also be up to date on the project throughout and will focus on technical details of the project and management.

PROJECT TEAM

We are proposing the following team that specifically meets the project requirements for similar project experience (see attached resumes):

Member	Discipline	Contact
Nevin Hedlund Architects, Inc.	Architecture	Nevin Hedlund Will Gamble
MSA	MEP Engineering	Robert Larsen Mark Carlson
WMA	Civil Engineering	Mark Richards Ben Bussman Joel C. Vietti

Experience Working Together

Nevin Hedlund Architects has worked with each team member and/or firm on multiple projects with multiple clients.

NEVIN HEDLUND ARCHITECTS, INC.

30 North Wolf Road, Second Floor
Hillside, Illinois 60162
708.771.7117 HedlundArchitects.com

4. APPROACH

The 2026 District-wide Park Restroom Study will involve the following:

1. Study existing conditions and available information
 - a. Review available plan documents.
 - b. Data collection (existing utility and capacity, easements etc.)
2. Develop concept plans
 - a. Pre-application meeting with permitting authorities.
 - b. Proposed design solutions.
 - c. Meet with staff to review designs.
 - d. Present concepts to park board for approval.
3. Provide preliminary plan cost estimates
 - a. Provide cost estimates (prepared by WPD selected contractor (Doyle) in concept stage to aid decisions concerning scope).
 - b. Engage third party (cost not part of this proposal) construction management company or general contractor to provide estimates.

The list of facilities includes:

Addition of New Year-round Toilet Facilities

- 1 Lincoln Marsh (Lincoln Ave.)
- 2 Kelly Park
- 3 Scottdale Park
- 4 Seven Gables (west and east side)

Renovation of Existing Toilet Facilities For Year-round Use

- 1 Seven Gables (center)
- 2 Atten Park
- 3 Briar Patch Park
- 4 Graf Park
- 5 Northside Park (warming house)

The study should include:

1. Proposed connections to utilities (water, sew & electric – possibly gas & possibly solar)
2. Proposed type options (e.g. block vs. wood frame and prefab vs. built on site)
3. Construction cost estimated broken down by site

The program for new toilet facilities includes three single-user toilets per site location. Attached are site location maps and photos of each location.

NEVIN HEDLUND ARCHITECTS, INC.

30 North Wolf Road, Second Floor
Hillside, Illinois 60162
708.771.7117 HedlundArchitects.com

5. PROJECT SCHEDULE

Scope Item	Schedule
Notice To Proceed	2/15/2026
1 Study Existing Conditions	2/15/26-3/1/26
2 Development of Concept Plans	3/1/26-3/21/26
3 Cost Estimates (By Others)	3/21/26-4/15/26
4 Presentation and Revisions	4/15/26-4/20/26

NEVIN HEDLUND ARCHITECTS, INC.

30 North Wolf Road, Second Floor
Hillside, Illinois 60162
708.771.7117 HedlundArchitects.com

6. PROPOSED COMPENSATION

For the scope of work noted above, the following fees apply.

	Contract
Nevin Hedlund Architects	Amount
1 Study Existing Conditions	\$1,200.00
2 Develop Concept Plans	\$6,500.00
3 Presentation and Revisions	\$2,000.00
4 Review Contractor Estimates	\$1,200.00
Total	\$10,900.00
MSA - MEP Consulting	\$8,000.00
WMA - Civil Engineering	\$9,500.00
Total	\$28,400.00

The current hourly rates for Nevin Hedlund Architects are as follows:

Principal	\$250
Project Manager	\$200
Project Architect	\$180

NEVIN HEDLUND ARCHITECTS, INC.

30 North Wolf Road, Second Floor
Hillside, Illinois 60162
708.771.7117 HedlundArchitects.com

REFERENCES

Robert Wengel
Senior Vice President of Facilities and Security
John G. Shedd Aquarium
1200 South Lake Shore Dr.
Chicago, IL 60605
773-551-7736
bwengel@sheddaquarium.org
Shedd Aquarium – Multiple Projects

Leslie Lehman
Senior Director of Facilities
Adler Planetarium
1300 S. Lake Shore Dr.
Chicago, IL 60605
312-322-0317
llehman@adlerplanetarium.org
Adler Planetarium – Multiple Projects

Heather McNitt
McNitt Consulting
1735 Evergreen Road
Homewood, IL 60430
312-550-1668
hmcnitt@mcnittconsulting.com
Loyola University and Shedd Aquarium
Multiple Projects

Dawn Morse
Associate Director of Operations
Dominican University
7900 Division Street
River Forest, IL 60305
Office: 708-524-6782
Cell: 708-224-6527
dmorse@dom.edu
Dominican University – Multiple Projects

INSURANCE

NHA Insurance
Commercial General Liability \$2,000,000
E & O Insurance \$1,000,000

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.

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Changes to original AIA text

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~~§ 1.2 The Owner and Architect may~~The Project is to complete a study to determine feasibility and estimated cost to construct, or adapt existing facilities to, year-round restroom facilities at various parks throughout Wheaton, Illinois, including schematic architectural and engineering plans, diligence related to permitting, and an estimate of costs, as more fully described in Owner's Request for Proposals dated January 5, 2025 ("Request for Proposals" or "Owner's RFP"), which is attached hereto as Exhibit A, and Architect's Proposal, which is attached hereto as Exhibit B.

§ 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 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.

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

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.~~

§ 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 locality circumstances. To the extent any services are engineering services which must be performed by a licensed engineer, those services shall be provided with the professional skill and care ordinarily provided by engineers practicing in the Chicago metropolitan area under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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~~§ 2.2 The Architect shall obtain and maintain the following, at no additional expense to the Owner, insurance until termination of this Agreement at least meeting the requirements set forth in the Insurance Requirements of the Owner's RFP attached hereto as Exhibit 2. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner~~Architect 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.)~~obtain and maintain the insurance at its cost, it being understood and agreed that the cost of any and all

requirements in the Insurance Requirements is already included in the Architect's Compensation.

See Insurance Requirements set forth in the Request for Proposals.

See Insurance Requirements set forth in the Request for Proposals.

See Insurance Requirements set forth in the Request for Proposals.

See Insurance Requirements set forth in the Request for Proposals.

§ 2.3 All 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 consultants 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 due to its consultants in accordance therewith and shall not cause or permit any liens or bond claims to be placed by any such consultants against the property or funds of the Owner provided the Owner has paid the Architect for the consultants' scope of work in accordance with this Agreement. The Architect shall provide Owner current waivers and releases of lien from Architect and its consultants on account of the payment sought in the invoice. The Architect shall review invoices from its consultants and include in its bill to the Owner only those invoices and/or fees for services properly performed by Architect's consultant. To the fullest extent permitted by law, Architect shall defend, indemnify and hold harmless the Owner from all claims, losses, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim, claim against Owner's funds, or other claim for payment by any of Architect's consultants of any tier, and this obligation shall survive the termination or expiration of this Agreement. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Architect.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services to be provided by the Architect are those as described in the Owner's RFP, the Architect's Proposal, and this Agreement and include fees for MEP consultants and civil engineering consultants retained by Architect. The Owner's RFP, the Architect's Proposal and this Agreement are complimentary and supplementary, and the Architect shall provide all services described in or implied from all of these documents taken as a whole. The Owner's RFP and the Architect's Proposal are fully incorporated herein by reference and made a part of this Agreement. In the event of a conflict between or among the foregoing items, the provision most favorable to Owner shall control. Basic Services include usual and customary structural, mechanical, and electrical engineering services to prepare the concept design for the Project. 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.

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§ 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. If approved by Owner, the Architect shall comply with the schedule it proposed as set forth in the Architect's Proposal, or any other scheduled approval by Owner. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, 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.

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall study and review existing conditions and information as described in the Owner's RFP and the Architect's Proposal.

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

§ 3.3 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.~~

§ 3.2.6 The Architect shall provide all services required by Request for Proposals and contained in Architect's Proposal.

§ 3.3 Construction Documents Phase Services

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

§ 3.3.3 The Architect shall submit the Construction 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.~~

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~~§ 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.

Concept Plan/Design Documents and estimate of Cost of Work 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.

§ 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.

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§ 4.2.2 The Architect has included in Basic Services ~~()~~the number of visits to the site(s) deemed necessary to perform under this Agreement by the Architect ~~during construction~~. 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.

§ 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 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.

§ 5.4 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 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.

§ 5.6 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.

§ 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.

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

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

~~§ 6.2~~ The 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 ~~or the contractor's judgment~~. 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.

~~§ 6.6~~ 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.

~~§ 7.1~~ The Architect ~~Owner~~ and the Owner warrant ~~Architect~~ agree 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.

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~~§ 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. The Architect's preparation of all drawings, designs, specifications, notes and other elements of the conceptual design documents prepared by the Architect and other services rendered in the performance of this Agreement is a service work done for hire and that all title, ownership and copyright privileges to all drawings, plans, specifications and other documents prepared by the Architect in connection with the Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or to the Owner's business) (the "Instruments of Service") and which have been paid for by Owner in accordance with this Agreement, are and shall be solely in the Owner. Subject to payment by Owner in accordance with this Agreement, the Architect agrees, when requested by the Owner, to execute immediately any documents which evidence and acknowledge the ownership of all such drawings, plans, specifications and other documents in the Owner. All drawings, specifications, models and other materials prepared or furnished by the Architect shall be solely the property of the Owner upon the suspension or termination of the Project or the termination of this Agreement, provided Owner has made payment to the Architect for such materials in accordance with this Agreement.~~

~~Reproducible copies of all Instruments of Service and all other such materials shall, to the extent not previously delivered, be delivered promptly to the Owner upon demand and payment in full by Owner of all amounts due Architect in accordance with this Agreement on outstanding invoices received from the Architect and thereafter may be used by the Owner in whole or in part or in modified form for such purposes as the Owner may deem advisable, without further employment of, or payment of additional compensation to, the Architect or anyone retained by the Architect. 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 Instruments of Service on other projects or provide the Instruments of Service to third parties for their use on other projects or (b) upon termination of the Architect's services before completion of the Construction Documents phase, use the Instruments of Service for completion of this Project by others, the Owner shall release Architect from liability or claims arising from such use.~~

~~§ 7.5 Except as otherwise stated in Section 7.3, 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 102 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the 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. 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.~~

§ 8.2 Mediation

~~§ 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.~~

~~§ 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.~~

~~§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the Dispute Resolution~~

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

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

§ 8.3 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.~~

~~§ 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.~~

~~§ 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.~~

~~§ 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.~~

§ 8.3.4 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.~~

§ 9.1 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 sevenat least fifteen (15) business days' written notice to the Owner before terminating or suspending services. In the event of a proper termination or suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such proper termination or 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~~If the suspension lasts more than sixty (60) consecutive days, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 The Owner may suspend the Architect's Services or the Project at the Owner's convenience and without cause at any time upon written notice to the Architect. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When~~ If the Project or the Architect's Services are suspended by the Owner for more than thirty (30) consecutive days and thereafter resumed, 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 as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall to the Architect's fees or time schedules will 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.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~fifteen (15) 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.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents and Instruments of Service 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.

§ 10.1 This Agreement shall be governed by the ~~Illinois~~ 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.~~ 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. The parties further acknowledge the convenience of said jurisdiction. 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.

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~~§ 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.

§ 10.7 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.~~

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be ~~the amount invoiced to the Architect 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.

<u>Employee or Category</u>	<u>Rate</u>
<u>As set forth in Architect's Proposal.</u>	
.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 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred. Reimbursable costs shall not exceed \$1,000.00 without prior written approval of Owner.

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~~§ 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.
(Insert rate of monthly or annual interest agreed upon.)
%~~

in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

§ 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 provided to the Owner at mutually convenient times 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.

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

§12.2 This 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 the Contract.

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

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§12.7 Notwithstanding the provisions in Owner's RFP, the provisions of this Section shall apply regarding Architect's defense and indemnification obligations. To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, its elected officials, officers, employees, volunteers and agents from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use therefrom, arising out of or related to the acts or omissions of the Architect, its consultants, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. Architect shall similarly and to the fullest extent permitted by law protect, defend, indemnify and hold 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 attorney's fees and costs, incurred by reason of Architect's breach of any of its obligations under this Agreement, or default under this Agreement. Architect's obligations under this Section shall survive the termination of the Contract. In claims against any person or entity indemnified under this Section 12.7 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; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

.3 To the best of Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

.4 Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Architect has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples;

(iv) the Architect's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Architect further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

.5 (i) Architect's proposal was made without any connection or common interest in the profits anticipated to be derived from the Agreement by Architect with any other persons submitting any bid or proposal; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Architect without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Architect's bid proposal or in Architect, (iv) the Architect has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Architect. Additionally, the Architect shall cause all of its officers, directors or 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.

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.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.

Exhibit A: Owner's Request for Proposals dated January 5, 2026

Exhibit B: Architect's Proposal dated January 28, 2026 and revised February 9, 2026

Variable Information

PAGE 1

AGREEMENT made as of the Thirteenth day of February in the year Two Thousand Twenty-Six

Wheaton Park District

102 East Wesley Street
Wheaton, IL 60187-5934

(630) 665-4710

Nevin Hedlund Architects, Inc.

30 North Wolf Road, Second Floor
Hillside, IL 60162

(708) 771-7117

Wheaton Park District Restroom Feasibility Study

Feasibility study for year-round restrooms at various parks as more fully described in Architect's Proposal dated January 28, 2026 and revised February 9, 2026 ("Architect's Proposal").

PAGE 2

~~§ 1.2 The Owner and Architect may~~The Project is to complete a study to determine feasibility and estimated cost to construct, or adapt existing facilities to, year-round restroom facilities at various parks throughout Wheaton, Illinois, including schematic architectural and engineering plans, diligence related to permitting, and an estimate of costs, as more fully described in Owner's Request for Proposals dated January 5, 2025 ("Request for Proposals" or "Owner's RFP"), which is attached hereto as Exhibit A, and Architect's Proposal, which is attached hereto as Exhibit B.

PAGE 9

[X] Litigation in a court of competent jurisdiction

PAGE 10

N/A

N/A

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\$28,400.00, which sum includes all fees of MEP consultant (\$8,000.00) and civil engineering consultant (\$9,500.00), who shall be retained by Architect and paid by Architect out of the Stipulated Sum.

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

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

PAGE 12

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred. Reimbursable costs shall not exceed \$1,000.00 without prior written approval of Owner.

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An initial payment of zero (\$ 0) 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.

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 11:53:18 CST on 02/13/2026 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)

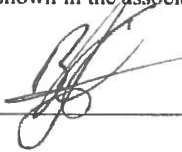
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(Signed)



(Title)

Attorney

(Dated)

February 13, 2026