



Wheaton Park District

PUBLIC NOTICE

Wheaton Park District Board of Commissioners

SPECIAL MEETING

Monday August 14, 2023, 5:00 p.m.

DuPage County Historical Museum

102 E. Wesley Street, Wheaton, IL 60187

Public Notice Date August 12, 2023

Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the “Park Board”) will hold a Special Meeting at 5:00 pm on Monday August 14, 2023, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

Please contact Michael J. Benard, Board Secretary, for further information.

mbenard@wheatonparks.org

Michael J. Benard
Secretary

The Agenda for the August 14, 2023, Special Meeting is as Follows:

CALL TO ORDER

NEW BUSINESS

- 1. Commissioner Remote Meeting Participation** – Motion to approve remote meeting participation for Commissioners Terry Mee and Bill Barrett
- 2. Resolution 2023-05** – Motion to approve Resolution 2023-05 authorizing the purchase of certain real estate from Aldersgate United Methodist Church – Purchase price \$1,065,000.
- 3. Community Center Interior Renovations Project Phase 2 / Construction Bid** – Motion to accept the base bid and alternates 1, 2 & 4 from Stuckey Construction for an amount of \$3,945,000 and a 10% contingency in the amount of \$394,500.

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the park district's ADA Compliance Officer, Michael Benard, at the park district's Administrative Office, 102 E. Wesley Street, Wheaton, IL Monday through Friday from 8:30 am until 4:30 pm at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 630.945-7726; fax number 630.665.5880; email dsiciliano@wheatonparks.org



4. **Community Center Interior Renovations Project Phase 2 / Agreement Between Owner and Architect** – Motion to approve an agreement between owner and architect between the Wheaton Park District and Williams Architects for the Community Center Interior Renovations Project Phase 2 for an amount equal to 9% of the lowest qualified bid including all additive alternates.
5. **Community Center Interior Renovations Project Phase 2 / Parks Plus Fitness Center Equipment Bid** – Motion to accept the bid from Direct Fitness Solutions for the purchase of fitness equipment in the amount of \$498,412.
6. **Cosley Zoo Landscape Timber Replacement Project** – Motion to accept the quote from Best Way Landscaping for the completion of the Cosley Zoo Timber Replacement Project at a cost of total of \$25,962 plus a contingency of \$2,596.

CLOSED SESSION

- a. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, 5ILCS 120/2 (c)(1)
- b. Purchase or Lease of Real Property, 5ILCS 120/2 (c)(5)
- c. Setting of Price for Sale or Lease of Property Owned by the Public Body, 5ILCS 120/2 (c) (6)
- d. Pending, Probable or Imminent Litigation, 5ILCS 120/2 (c)(11)
- e. Discussion of Minutes of Meetings Lawfully Closed Under this Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes, 5 ILCS 120/2(c)(21)

ADJOURN

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the park district's ADA Compliance Officer, Michael Benard, at the park district's Administrative Office, 102 E. Wesley Street, Wheaton, IL Monday through Friday from 8:30 am until 4:30 pm at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 630.945-7726; fax number 630.665.5880; email dsiciliano@wheatonparks.org

RESOLUTION 2023-05
AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE FROM
ALDERSGATE UNITED METHODIST CHURCH

WHEREAS, the Wheaton Park District (the “Park District”), DuPage County, Illinois is a duly authorized and existing Park District under the laws of the State of Illinois;

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that park districts shall have the power to acquire by gift, legacy, grant or purchase any real estate necessary for its corporate purposes as the board deems proper pursuant to 70 ILCS 1205/8-1;

WHEREAS, the Park District purposes include, but are not limited to the ability to provide both passive and active recreational activities, including revenue producing recreational facilities under, *inter alia*, 70 ILCS 1205/8-10, 70 ILCS 1205/9.3-1 and 70 ILCS 1290/1;

WHEREAS, Aldersgate United Methodist Church owns a certain approximate 4.04 acre parcel of real estate located at 1753 S. Blanchard St. (the “Property”); and

WHEREAS, Aldersgate has offered the Property for sale to the Park District for the price of 1,065,000.00; and

WHEREAS, the Commissioners of the Park District find the acquisition and ownership of the Property to be in the best interests of the Park District and necessary and desirable for the purposes as hereinabove set forth.

WHEREAS, the Park District deems it advisable and in the public interest and welfare to enter into the Purchase and Sale Agreement, attached hereto as Exhibit A, with Aldersgate; and

NOW, THEREFORE, BE IT RESOLVED, THAT: the Board of Commissioners of the Wheaton Park District hereby authorizes the Executive Director to execute the Purchase and Sale Agreement with Aldersgate United Methodist Church, attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of the Purchase and Sale Agreement on behalf of the Park District.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

Adopted this 14th day of August, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

President Board of Park Commissioners
Wheaton Park District

ATTEST:

Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)

EXHIBIT A

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this ____ day of August, 2023 (the "Effective Date"), by and between ALDERSGATE UNITED METHODIST CHURCH, a _____ ("Seller"), and WHEATON PARK DISTRICT, an Illinois Park District ("Purchaser").

RECITALS:

A. Seller is the owner of the fee simple interest in the property legally described on Exhibit A hereto (the "Land"), located in the City of Wheaton, DuPage County, Illinois, which buildings and land is commonly known as 1753 S. Blanchard St., consisting of PIN(s) 05-28-201-031 and 05-28-201-032 totaling approximately 176,070 ± square feet.

B. Seller has agreed to sell, and Purchaser has agreed to purchase the Land and other Property (as defined below) on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

ARTICLE 1

SUBJECT PROPERTY

Section 1.1 Purchase. Subject to the terms and conditions contained herein and in reliance on the representations, warranties, covenants and undertakings contained herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following:

- (a) the Land;
- (b) all improvements, structures, and fixtures on the Land (collectively, the "Improvements"), if any;
- (c) all of Seller's right, title and interest in and to (to the extent any of the following exists and is in Seller's possession) all intangible personal property used in the operation and management of the Land and Improvements including, without limitation: all plans and specifications relating to the construction and improvement of the Land; all drawings, surveys, maps, engineering reports and other technical descriptions and test results relating to the Land, if any, all licenses, permits, approvals, authorizations and consents now and/or hereafter issued by any federal, state, county or municipal authority relating to the Property, to the extent assignable; all books and records for the period of Seller's ownership relating to the Land (collectively, the "Intangible Property"), if any;
- (d) all of Seller's right, title and interest, if any, in and to all tenements, hereditaments, privileges and appurtenances in any way belonging or appertaining thereto.

The Land, Improvements and Intangible Property shall, collectively, be referred to herein as the "Property".

ARTICLE 2

PURCHASE AND SALE; PURCHASE PRICE

Section 2.1 Purchase Price. The purchase price for the Property shall be One Million Sixty-Five Thousand and 00/100 Dollars (\$1,065,000.00) (the "Purchase Price"), plus or minus prorations as hereinafter provided and shall be payable as hereinafter set forth.

Section 2.2 Earnest Money. Within five (5) Business Days after the Effective Date, Purchaser shall deposit into the Earnest Money Escrow (defined below) with Chicago Title Insurance Company in Lisle, Illinois (the "Title Company") the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Earnest Money Deposit"). The Earnest Money Deposit shall be held by the Title Company in a strict joint order escrow (the "Earnest Money Escrow") in accordance with the terms of the Title Company's standard strict joint order escrow agreement (the "SJO Agreement"), which shall be executed by Seller and Purchaser (or their respective attorneys) and by the Title Company no later than at the time of depositing the Earnest Money Deposit. At Purchaser's option, the Earnest Money Deposit shall be held in an interest-bearing account, with interest earned thereon for the benefit of Purchaser. The Earnest Money Deposit shall be applied at Closing to the Purchase Price, or otherwise disbursed in accordance with the terms of this Agreement and the SJO Agreement.

Section 2.3 Payment of Purchase Price. Provided the conditions to closing set forth herein have been satisfied or otherwise waived, in writing, by Purchaser and Seller, the Purchase Price, net of prorations and adjustments as provided in Article 11, shall be paid on the Closing Date by wire transfer of immediately collectible funds.

ARTICLE 3

DUE DILIGENCE PERIOD

Section 3.1 Due Diligence Period. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of the documents identified on Exhibit B (collectively, the "Property Information"). Seller's obligation to deliver the Property Information is limited to that information which currently exists and is in the possession or control of Seller. The "Due Diligence Period" shall be the period commencing on the Effective Date and terminating at 11:59 p.m. local time on the day which is sixty (60) calendar days thereafter (the "Due Diligence Expiration Date").

Section 3.2 Conduct of Due Diligence. During the Due Diligence Period, Purchaser and its officers, employees, members, managers, agents, advisers, attorneys, accountants, architects and engineers shall have the right to review the Property Information described in Section 3.1, to investigate the zoning and code status of the Property and all governmental requirements including discussions with governmental officials, and to enter upon the Property to conduct inspections and investigations relating to the Property (including, without limitation, inspections relating to the physical condition of the Property), to conduct environmental

assessments (including Phase I and Phase II environmental assessments and other studies as Purchaser deems appropriate or necessary) and for all other reasonable purposes. Seller will cooperate with Purchaser to arrange such access. Except as otherwise provided herein, all costs and expenses of Purchaser's due diligence shall be paid by Purchaser. Seller shall provide Purchaser and Purchaser's officers, employees, members, managers, agents, advisers, attorneys, accountants, architects, engineers and prospective lenders access to the Property, at all reasonable times, to make such inspections, tests and verifications as Purchaser considers reasonably necessary and Seller shall reasonably cooperate with Purchaser in any efforts to obtain Government Approvals, at no cost to Seller, provided no zoning change with respect to the Property shall take effect prior to Purchaser acquiring title to the Property. Prior to entry upon the Property, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and Purchaser shall require its agents, consultants and contractors to obtain and maintain, and deliver to Seller, evidence of commercial general liability insurance in an amount of no less than One Million and 00/100s Dollars (\$1,000,000.00) for personal injury and property damage, written on a per occurrence basis, naming Seller as an additional insured, by endorsement. Such insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with Purchaser's inspections, tests and other activities at the Property. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any inspection provided Seller or its agents do not unreasonably interfere with Purchaser's inspections.

If this Agreement is terminated in accordance with Section 3.3 or if the transaction otherwise fails to close, Purchaser shall return to Seller all information delivered or made available by Seller to Purchaser. Purchaser shall repair any damage to the Property arising out of or resulting from the inspections and investigations of the Property by Purchaser and/or its agents, contractors and consultants.

Section 3.3 Right to Terminate.

Section 3.3.1 Due Diligence Period.

(a) If Purchaser, in its sole and absolute discretion, determines for any or no reason, whatsoever, that Purchaser does not desire to purchase the Property, then on or before the Due Diligence Expiration Date Purchaser shall serve written notice on Seller of its election to not proceed with the transaction and to terminate this Agreement (the "Due Diligence Termination Notice").

(b) If Purchaser timely delivers the Diligence Termination Notice, then (i) this Agreement shall be deemed terminated, (ii) the Earnest Money Deposit shall be returned to Purchaser, and (iii) neither party shall have any further claims or obligations hereunder except as it relates to this Section 3.3.1(b), and any claims of Seller under Section 3.4. Seller agrees to deliver to the Title Company within five (5) Business Days after receipt of the Diligence Termination Notice, a written direction to the Title Company pursuant to the SJO Agreement authorizing and directing the Title Company to deliver the Earnest Money Deposit to Purchaser.

(c) If Purchaser does not timely deliver the Diligence Termination Notice as provided for above, then the Earnest Money Deposit shall be non-refundable; except if Purchaser is entitled to return of the Earnest Money Deposit under any other provision of this Agreement.

Section 3.4 Indemnification. Except to the extent attributable to the negligence or willful misconduct of Seller, or Seller's officers, employees and agents, Purchaser agrees to indemnify, defend and hold Seller harmless from and against any lien, damage, injury, claim or expense, including, without limitation, reasonable attorneys' fees, resulting from the entry and any activity by Purchaser or its officers, members, managers, employees, agents, advisors, attorneys, accountants, architects, contractors, consultants or engineers upon the Property and in the performance of the inspections, tests and investigations hereunder.

ARTICLE 4

TITLE AND SURVEY

Section 4.1 Title Commitment and Survey.

(a) Within fifteen (15) Days after the Effective Date, Seller shall provide to Purchaser: (i) a title commitment (the "Title Commitment") for an owner's title insurance policy issued by the Title Company, in the amount of the Purchase Price, covering title to the Property on or after the Effective Date, showing title in Seller and insuring Purchaser as the proposed fee owner of the Property; and (ii) a copy of each of the recorded documents (the "Recorded Documents"), to which reference is made in the Title Commitment.

(b) Within thirty (30) days after the Effective Date, Seller shall provide to Purchaser a survey with 2023 ALTA/NSPS minimum standard detail and including items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b-1), 8, 9, 11, 16, 17, and 19 of Table A (the "Survey"). The Survey shall be certified to Purchaser, Seller and the Title Company.

Section 4.2 Permitted Exceptions. If Purchaser is not satisfied, in its sole and absolute discretion, with the condition of title or any Survey matters (each, an "Objection" and, collectively, "Objections"), then Purchaser shall notify Seller in writing of such Objections within fourteen (14) days after the Purchaser's receipt of the Survey. Seller shall then advise Purchaser in writing of those Objections Seller is willing to cure ("Seller's Objection Response Notice") no later than seven (7) Days after receipt of the Objections. If Seller delivers Seller's Objection Response Notice to Purchaser, and elects not to cure any one of the Objections, Purchaser may elect, in its sole and absolute discretion, to (a) terminate this Agreement by providing written notice thereof to Seller on or before the date occurring seven (7) Days after the receipt of Seller's Objection Response Notice, or (b) accept title subject to any Objections for which Seller is unwilling to cure as identified in Seller's Objection Response Notice; other than any Existing Liens. All items in the Title Commitment and Survey to which Purchaser does not raise an Objection, and all items that Purchaser has been deemed to have accepted pursuant to clause (b) of the prior sentence shall be collectively referred to herein as the "Permitted Exceptions"; provided, however, none of the following shall be deemed Permitted Exceptions and Seller shall in all cases be obligated to cure: (A) judgments against Seller, (B) mortgages, trust deeds, or other monetary liens (including,

without limitation, any mechanics', materialmen's and/or vendors' liens with respect to the Property, and any real estate tax liens, (other than liens for accrued taxes, and taxes and assessments not delinquent), (C) taxes due under any Bulk Sales Stop Order (D) any matters affecting the Property created on or after the Effective Date that are not otherwise permitted pursuant to the terms of this Agreement, and/or (E) defects, obligations or exceptions of a definite and ascertainable amount that can be satisfied solely by the payment of cash (collectively, "Existing Liens").

Section 4.3 Title Policy. At Closing, Seller shall cause the Title Company to issue and deliver to Purchaser an ALTA Owner's Title Policy showing no exceptions other than the Permitted Exceptions, and insuring Purchaser as the owner of the Property with extended coverage over those standard exceptions in the Policy (the "Title Policy").

ARTICLE 5

CONDITIONS PRECEDENT TO CLOSING

Section 5.1 Conditions to Closing. Without limitation of any other conditions set forth in this Agreement, Purchaser's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the conditions set forth in this Article 5. Purchaser may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing. Purchaser and Seller shall use all reasonable efforts to satisfy the conditions set forth in this Article 5. Satisfaction or waiver of any conditions contained herein shall not waive any representation, warranty or indemnity made by Seller. If any condition set forth in this Article 5 is not fully satisfied or waived in writing by Purchaser by the Closing Date, then unless such condition is waived by Purchaser, Purchaser shall be released from all obligations to Seller under this Agreement and shall be entitled to the return of the Earnest Money Deposit. The conditions are as follows:

- (a) All tenants shall have terminated their leases and vacated the Property 30 days prior to Closing and proof of same provided to Purchaser;
- (b) All Service Contracts for the Property have been terminated and proof of same provided to Purchaser;
- (c) issuance of the Title Policy by the Title Company;
- (d) Seller shall have timely performed each and every covenant and agreement to be performed by Seller hereunder;
- (e) all representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date;
- (f) this Agreement shall not have been terminated pursuant to Sections 3.3, 4.2, 10.1, 12.1 or 12.2.

ARTICLE 6

CLOSING

Section 6.1 Closing. The consummation of the transaction contemplated hereunder (referred to herein as the “Closing”) shall take place at the Title Company on the date selected by Purchaser and mutually agreeable to Seller, which date shall not be later than fifteen (15) days after the later of: (i) the Due Diligence Expiration Date; (iii) satisfaction of the Conditions to Closing specified above in Section 5.1 (the “Closing Date”).

Section 6.2 Closing Escrow. The Closing of the transaction contemplated hereunder shall take place through a so-called New York style escrow with the Title Company pursuant to a written escrow agreement among Purchaser, Seller, and the Title Company containing terms and conditions not inconsistent with the terms and conditions of this Agreement (which shall in all events be controlling) and mutually satisfactory to Purchaser and Seller.

Section 6.3 Closing Documents. At the Closing, Seller shall execute (and notarize, as appropriate) and/or deliver or cause to be executed (and notarized, as appropriate) and/or delivered to Purchaser or the Title Company, the following (collectively, the “Closing Documents”):

(a) a Special Warranty Deed (the “Deed”) in a form reasonably acceptable to Purchaser, conveying fee simple title to the Property, and all easements and other rights appurtenant thereto to Purchaser, subject only to the Permitted Exceptions;

(b) two (2) counterparts of an Assignment and Assumption of Licenses, Warranties, Permits and Intangible Property (the “Assignment”), in a form reasonably acceptable to Purchaser;

(c) an affidavit stating Seller’s U.S. taxpayer identification number and that Seller is a “United States person”, as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b);

(d) a re-certification by Seller of Seller’s representations and warranties set forth in Section 7.1;

(e) evidence of termination of all Service Contracts in form and content reasonably satisfactory to Purchaser;

(f) such affidavits, ALTA statements and personal undertakings, in form and substance reasonably acceptable to the Title Company, that will permit the Title Company to provide extended coverage and to remove the standard “mechanics’ lien” and “GAP” exceptions and otherwise issue the Title Policy;

(g) written evidence and, if applicable, lien waivers, in form and substance reasonably acceptable to Purchaser and the Title Company, that there is no property management agreement affecting the Property as of the Closing;

(h) all releases and termination statements required to release and terminate all mortgages, financing statements and other security instruments, or pay-off letters if releases and termination statements are not available at Closing, encumbering the Property;

(i) a Plat Act Affidavit or any other evidence of compliance with the Illinois Plat Act that the Title Company or recorder may require;

(j) a bulk sales release from the Illinois Department of Revenue;

(k) an estoppel letter from the association indicating that all assessments are paid and the Property is not in default under the applicable CCR's;

(l) evidence of termination of all leases affecting the Property;

(m) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

Section 6.4 Purchaser's Deliveries. At the Closing, Purchaser will deliver to Seller or the Title Company the following:

(a) the balance of the Purchase Price, plus or minus prorations;

(b) two (2) executed counterparts of the Assignment;

(c) such affidavits, ALTA statements and personal undertakings, in form and substance reasonably acceptable to the Title Company, as are requested by the Title Company; and

(d) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

Section 6.5 Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other: (a) a Submitted MyDec (PTAX-203).

Section 6.6 Possession. At Closing, Seller shall deliver possession of the Property, subject only to the Permitted Exceptions.

Section 6.7 Closing Costs and Expenses.

(a) Seller shall: (i) bear the cost of the "owner's title policy" to be issued, with an extended coverage endorsement; (ii) the cost to record any instruments necessary to clear Seller's title; (iii) one-half the cost of the Closing Escrow; (iv) the cost of the Survey; (v) Seller's attorney's fees, except as otherwise provided for in this Agreement; (vi) fees charged by the Title Company for copies of all recorded exception documents; (vii) the cost of "GAP" coverage; and (viii) the State and County transfer taxes.

(b) Purchaser shall: (i) bear the cost of any recording fees with respect to the deed, (ii) costs incurred in connection with obtaining Purchaser's financing; (iii) the cost of any lender's policy of title insurance; (iv) the cost of all title endorsements other than extended coverage; (v) one-half the cost of the Closing Escrow; and (vi) Purchaser's attorney's fees, except as otherwise provided for in this Agreement.

(c) The cost of any local transfer taxes shall be paid by the party customarily or primarily obligated to pay such local transfer tax, as required by applicable ordinance. If the ordinance does not specify the party primarily obligated to pay the local transfer tax, such tax shall be paid by Purchaser.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

Section 7.1 Seller's Representations. Seller represents and warrants to Purchaser as follows (which representations and warranties shall be remade on the Closing Date as provided herein and shall survive the consummation of the transactions contemplated hereby for a period of one (1) year following the Closing Date and any action or proceeding which relates to the representations and warranties provided for herein must be brought and filed within such one (1) year period, or shall be barred):

(a) Special Assessments. To the actual knowledge of Seller, no special assessments have been levied against the Property that have not been timely paid nor, to the knowledge of Seller, are there any proposed special assessments against the Property presently pending.

(b) Eminent Domain. No proceedings are presently pending nor, to the knowledge of Seller, threatened, for the taking by exercise of the power of eminent domain, or sale in lieu thereof, or in any other manner, for a public or quasi-public purpose, of all or any part of the Property or access thereto.

(c) Compliance with Law. Seller has not received any notice during the period of its ownership that the Property has been cited for any violations of any applicable existing fire, health, building, life safety, handicapped persons, or zoning laws, rules, regulations or ordinances, which have not been corrected. To Seller's actual knowledge, Seller has not received any notice from any insurer that any portion of the Property contains any defects or conditions that could adversely affect the insurability of the Improvements or Personal Property which have not been corrected.

(d) Environmental Matters.

(i) For purposes of this Agreement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of): (A) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), (B) any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree

regulating, relating to or imposing standards of conduct or liability concerning any hazardous, toxic or dangerous waste, substance or material, as now in effect (collectively, the “Related Legislation”), and (C) whether or not included in the definition set forth in CERCLA or Related Legislation, any other hazardous, toxic or dangerous waste, substance, material, pollutant, mold or contaminant, including, without limitation, asbestos, asbestos containing materials, polychlorinated biphenyls and other chemicals that are dangerous to the environment or to human beings.

(ii) Seller has no actual knowledge of any violation of CERCLA or and Related Legislation with respect to the Property or the presence or release of Hazardous Material on or from the Property. Seller represents that to Seller’s actual knowledge, no notice of violation or other written communication has been received by Seller from any governmental agency or any person or entity alleging or suggesting any environmental law violation on the Land or Improvements.

(e) Litigation. There is no action, proceeding or investigation, at law, equity or otherwise, pending or, to Seller’s actual knowledge, threatened against Seller or the Property before any court or governmental department, commission, board, agency or instrumentality, nor does Seller know of any basis for any such action, proceeding or investigation.

(f) Power and Authority. Seller has full right, power and authority to enter into, deliver and perform this Agreement and all documents to be executed by Seller pursuant to this Agreement and to consummate the transactions contemplated hereby.

(g) Conflict. Neither the execution of this Agreement, and any documents to be executed by Seller pursuant to this Agreement, nor the consummation of the transactions contemplated hereby or thereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency, or any law, rule, regulation, ordinance or code to which Seller or the Property or by which Purchaser or the Property is bound, or constitute a breach or default under any agreement or other obligation to which Seller is a party or to which Seller or the Property may be bound. No approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any governmental authority is required in connection with the due and valid execution and delivery of this Agreement by Seller or Seller’s performance under this Agreement.

(h) Title. Seller owns fee simple title to the Property, free and clear of liens, encumbrances, options and restrictions of every kind and description, except as may be shown on the Title Commitment.

(i) Bankruptcy; Insolvency. No bankruptcy, insolvency, rearrangement or similar actions or proceedings, whether voluntary or involuntary, are pending or, to Seller’s knowledge, threatened against Seller, nor has Seller any intention of filing or commencing any such action or proceeding, neither Seller nor the Property has been subject to a bankruptcy action or proceeding within the past eighteen months and Seller has not made a general assignment for the benefit of creditors. Seller is not insolvent.

(j) No Liens. To Seller's knowledge, there are no actual or contemplated mechanic's liens or materialmen's liens, or special assessments relating to the Property not shown of public record.

(k) No Third-Party Rights. No person has any option or right of first refusal, exercisable now or at any time in the future, to purchase the Property.

If Purchaser obtains any information through its investigations which is contrary to, or calls into question the accuracy of, any representations, warranties, and covenants of Seller provided for in this Agreement, Purchaser shall notify Seller, in writing, of such contrary information and Purchaser shall not reasonably rely on any such contrary or potentially inaccurate representation, warranty, or covenant.

Section 7.2 Purchaser's Representations. Purchaser represents and warrants to Seller as follows (which representations and warranties shall be remade on the Closing Date and shall survive the consummation of the transactions contemplated hereby for a period of one (1) year following the Closing Date and any action or proceeding which relates to the representations and warranties provided for herein must be brought and filed within such one (1) year period, or shall be barred):

(a) Power and Authority. Purchaser has full right, power and authority to enter into, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant to this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and all documents to be executed by Seller pursuant to this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary company action and all approvals and consents of Seller's members and managers have been obtained. This Agreement and all documents required hereby to be executed by Purchaser are and shall be valid and legally binding obligations of, and enforceable against, Purchaser in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

(b) Conflict. Neither the execution of this Agreement and all documents to be executed by Purchaser pursuant to this Agreement nor the consummation of the transactions contemplated hereby or thereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency, or any law, rule, regulation, ordinance or code to which Purchaser is bound, or constitute a breach or default under any agreement or other obligation to which Purchaser may be bound.

(c) Bankruptcy; Insolvency. No bankruptcy, insolvency, rearrangement or similar actions or proceedings, whether voluntary or involuntary, are pending or, to Purchaser's knowledge, threatened against Purchaser, nor has Purchaser any intention of filing or commencing any such action or proceeding, Purchaser has not been subject to a bankruptcy action or proceeding within the past eighteen months nor has Purchaser made a general assignment for the benefit of creditors. Purchaser is not insolvent.

ARTICLE 8

SELLER'S COVENANTS

Section 8.1 Seller's Covenants. Seller covenants and agrees with Purchaser that from and after the Effective Date through Closing or earlier termination of this Agreement, Seller shall, at its sole cost and expense:

(a) not transfer all or any part of the Property or create on the Property any easements, liens, mortgages, encumbrances, or other interests that will be in force and effect after the Closing;

(b) not enter into any new leases or licenses relating to the Property;

(c) not extend, renew, replace, amend, or enter into any new Service Contract with respect to the Property that will survive Closing or otherwise affect the use, operation or enjoyment of the Property after Closing;

(d) fully and faithfully perform all of its covenants, agreements and obligations and otherwise continue to meet all obligations with respect to the Property, including all contractual obligations under the Service Contracts and all licenses, permits and approvals with respect to the Property; and

(e) deliver or cause to be delivered to Purchaser, promptly upon receipt thereof by Seller, copies of all notices received or given by Seller alleging any violation of any applicable federal, state, county or municipal law, rule, regulation, code or requirement, any default under any Service Contract, insurance policy or other agreement applicable to or binding Seller or the Property, and report to Purchaser, from time to time, the status of any alleged violation or default.

Section 8.2 Termination of Service Contracts. Purchaser's obligation to close this transaction is conditioned upon the Seller's termination of all Service Contracts for the Property and Seller agrees to terminate such Service Contracts without cost to Purchaser, effective as of the Closing Date.

Section 8.3 Bulk Sale - Indemnification. As a condition of Closing, Seller shall obtain a complete release from the Illinois Department of Revenue (or equivalent governmental office or agency) for bulk sales or other sales tax statutes and Purchaser agrees to cooperate in the application for such release. In addition, Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all liabilities, claims, losses, costs, damages, fees and expenses, including reasonable attorneys' fees and expenses, of every kind and nature which Purchaser in connection with any liability Purchaser may incur by reason of taxes owned by Seller pursuant to the Illinois Income Tax Act, 35 ILCS 5/902(d). This provision shall survive Closing and delivery of the Deed.

ARTICLE 9

INDEMNIFICATION

Seller, subject to the limitations period provided for in Section 7.1 above, hereby agrees to protect, defend, indemnify and hold Purchaser harmless from and against any and all liabilities, obligations, losses, costs, damage or expense, including reasonable attorneys' fees and court costs, Purchaser may incur or suffer on account of or in connection with any breach of any representation or warranty of Seller contained in this Agreement upon with Purchaser reasonably relied or contained in any document or instrument executed by Seller in connection herewith.

ARTICLE 10

DEFAULTS

Section 10.1 Seller's Default. If the Closing fails to occur by reason of Seller's failure to perform its obligations under this Agreement, or if Seller otherwise breaches any of its obligations, representations or warranties hereunder (which are not cured within ten (10) days after demand by Purchaser), Purchaser may, as its sole and exclusive remedy, either (1) terminate its obligations under this Agreement by further written notice thereof to Seller, or (2) elect to enforce its rights hereunder by an action for specific performance. If Purchaser so elects to terminate this Agreement as provided for herein, then Seller shall, immediately upon demand return the Earnest Money Deposit and reimburse Purchaser for any and all documented and reasonable, actual out-of-pocket costs and expenses suffered or incurred by Purchaser in connection with the transaction contemplated under this Agreement, including without limitation, all reasonable attorneys' fees and any costs of terminating the escrow and any cancellation fee for the Title Commitment, in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000). Should specific performance not be available as a remedy to Purchaser, Purchaser shall have any and all rights at law or in equity.

Section 10.2 Purchaser's Default. If Purchaser shall default in any material obligation hereunder (which default is not cured within ten (10) days after demand by Seller), Seller shall have the right, as its sole and exclusive remedy, to terminate its obligations under this Agreement by written notice thereof to Purchaser and to retain the Earnest Money as liquidated damages (provided, however, that nothing in this Section 10.2 shall be intended to limit Purchaser's specific indemnification obligations set forth in this Agreement).

PURCHASER AND SELLER ACKNOWLEDGE THAT SUCH LIQUIDATED DAMAGES ARE REASONABLE IN AMOUNT CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE PARTIES' ESTIMATION OF THE POSSIBLE RANGE OF DAMAGES TO SELLER IN THE EVENT OF SUCH A BREACH, THE DIFFICULTY AND IMPRACTICABILITY OF ASCERTAINING OR PROVING WITH ANY DEGREE OF CERTAINTY THE AMOUNT OF SUCH DAMAGES AND THE DESIRE OF PURCHASER TO LIMIT ITS

POTENTIAL LIABILITY TO SELLER IN THE EVENT OF SUCH A BREACH.

ARTICLE 11

CLOSING ADJUSTMENTS

Section 11.1 Prorations. As hereinafter more particularly described, certain of the items described in this Article 11 shall be prorated between the parties on a per diem basis (on the basis of actual calendar days and a 365-day year) so that, subject to the more particular provisions set forth below, Seller's pro rata share of credits and charges for all days preceding the Closing Date (such date being referred to as the "Proration Date") shall be allocated to Seller and credits and charges for the Proration Date and all days thereafter shall be allocated to Purchaser. In connection with the prorations and allocations provided for herein, Purchaser and Seller shall jointly prepare a proration schedule (to be included in or attached to the Closing Statement) in reasonable detail showing each item prorated or adjusted.

Section 11.2 Operating Expenses. To the extent applicable, all expenses relating to owning, operating, and maintaining the Property including, without limitation, water, electric, telephone, fuel and other utility charges, but only to the extent any of the foregoing are the responsibility of and currently being paid by Seller, shall be prorated based on the last ascertainable bills unless meter readings are made as of the Closing Date, in which case such meter readings shall govern and Seller shall be responsible for paying the bills for such services accruing prior to the Closing Date. Seller shall terminate its account (but not the service itself) with the providers of all such utility services as of the Closing Date (and be entitled to return of any and all utility deposits held by such providers) and Purchaser shall, on or prior to the Closing Date, make application to the providers of such services for the continuation of such services in the name of Purchaser or its designee and make substitute deposits with such providers, if required.

Section 11.3 Real Estate Taxes. Seller shall be responsible for and shall pay all real estate and personal property taxes which come due, or are invoiced, prior to the Proration Date. Real Estate taxes shall be prorated on an accrual basis, with the 2023 tax proration and credit to be based upon 105% of the latest known tax bill.

Section 11.4 Other Items. All other items that are customarily prorated in transactions similar to the transaction contemplated hereby and that were not heretofore dealt with, will be prorated as of 11:59 p.m. on the Proration Date.

Section 11.5 Assumption of Liabilities. Except for any matters for which prorations have been provided for herein and as otherwise expressly set forth in this Agreement, Purchaser shall not assume any contracts, agreements, orders, liabilities, or obligations of Seller, whether with respect to the Property or otherwise.

Section 11.6 No Reproration. All prorations and credits shall be final as of the Closing Date and there shall be no reproration of the foregoing items.

ARTICLE 12

CASUALTY AND CONDEMNATION

Section 12.1 Casualty. In the event that prior to the Closing Date, any portion of the Property shall be damaged or destroyed by fire or other casualty, Seller shall notify Purchaser immediately and Purchaser shall have the right to terminate its obligations under this Agreement within thirty (30) days after such notification, and Closing shall be extended, if necessary, to accommodate such thirty-day period. If Purchaser elects not to terminate its obligations under this Agreement pursuant to this Section 12.1, then Purchaser shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage, and Seller shall assign and/or pay to Purchaser at Closing all insurance proceeds collected or claimed (and all of Seller's right to collect and claim insurance proceeds) with respect to such loss or damage plus the amount of any deductible or self-insured amount.

Section 12.2 Condemnation. If prior to the Closing Date, written notice shall be received by Seller of any action, suit or proceeding to condemn or take all or any material part of the Property under the power of eminent domain, Seller shall promptly send written notice thereof to Purchaser and Purchaser shall have the right to terminate its obligations under this Agreement by notice in writing to Seller given within thirty (30) days after receiving Seller's notice, and Closing shall be extended, if necessary, to accommodate such thirty day period. If Purchaser elects not to terminate its obligations under this Agreement pursuant to this Section 12.2, Purchaser shall receive an absolute assignment on the Closing Date of the entire proceeds of such condemnation award, the Purchase Price shall be the full amount provided in Article 2 and Seller shall convey the Property subject to the condemnation proceeding or, if such condemnation proceeding shall have been completed, Purchaser shall receive a credit against the Purchase Price in the amount of the condemnation award and Seller shall convey the Property to Purchaser less that part taken in such proceeding, as the case may be.

ARTICLE 13

BROKER

Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated herein. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of the Purchaser's (or its nominees) representations and warranties contained in this Article 13. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article 13. The provisions of this Article 13 shall survive the Closing and/or termination of this Agreement.

ARTICLE 14

MISCELLANEOUS

Section 14.1 Notices. All notices to be given hereunder shall be in writing and either (i) personally delivered, (ii) sent by United States certified mail, return receipt requested, (iii) sent by reputable overnight courier (such as FEDEX or UPS), or (iv) sent by email, to the parties at the following addresses (or to such other or further addresses as the parties may hereafter designate by notice):

To Seller: Steven R Novy <
stevenovy@sbcglobal.net

with a copy to: Douglas E. Hardy
Attorney at Law
207 Reber St.
Suite 201
Wheaton, IL. 60187
Ph: 630-690-3500
Fx: 630-690-4900
dhardy@douglashardylaw.com

To Purchaser: Michael J. Benard, Executive Director
Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
(630) 510-4945 o
(630) 945-7726 c
Email: mbenard@wheatonparks.org

and to: Bruce E. Garner
Luetkehans, Brady, Garner & Armstrong, LLC
105 E. Irving Park Road
Itasca, IL 60143
Direct: (630) 760-4602
Mobile: (630) 632-5809
Email: BEG@LBGALAW.COM

All notices sent in the manner provided above shall be deemed effective upon receipt or refusal to accept. All notices that are required or permitted to be given by either party to the other under this Agreement may be given by such party or its legal counsel, who are hereby authorized to do so on the party's behalf.

Section 14.2 Entire Agreement; Amendments. This Agreement (including the Exhibits and Schedules) embody the entire agreement between the parties in connection with this transaction and there are no oral or parole agreements, representations, or inducements existing between the parties relating to this transaction that are not expressly set forth herein and covered hereby. This Agreement may not be modified except by a written agreement signed by all of the parties.

Section 14.3 Survival. Each covenant, condition, warranty, indemnification and representation set forth herein shall, except as expressly set forth in this Agreement to the contrary, survive the Closing and delivery of the documents contemplated herein for a period of one (1) year after the Closing Date, including all indemnifications, covenants, and agreements that are to be performed or applied to circumstances subsequent to the Closing Date.

Section 14.4 No Waiver; Consents. No written waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein or consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

Section 14.5 Captions. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of intent of such sections or articles of this Agreement nor in any way affect this Agreement.

Section 14.6 Time of Essence. All parties hereby agree that time is of the essence in this transaction.

Section 14.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

Section 14.8 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. The exclusive jurisdiction and venue for any cause of action related to this Agreement shall be the 18th Judicial Circuit Court of Illinois and the parties waive any challenge to this jurisdiction and venue.

Section 14.9 Assignment. Purchaser may assign this Agreement or designate a nominee to take title to the Property at any time prior to the Closing Date. Seller hereby agrees that all representations, warranties, covenants, and indemnifications shall inure to the benefit of Purchaser and such assignee and their respective successors and assigns.

Section 14.10 Time. Whenever under the terms and provisions of this Agreement, the time for performance of a condition or the giving of a notice falls upon a Saturday, Sunday or holiday, such time for performance or for the giving of notice shall be extended to the next Business Day. "Business Day" shall mean any day other than Saturday, Sunday, or a federal or State of Illinois holiday.

Section 14.11 Waiver of Jury Trial; Attorneys' Fees. Each party hereby waives trial by jury in any proceeding brought by the other party in connection with any matter arising out of or in any way connected with the transaction contemplated by this Agreement or the Property. The provisions of this section shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement. Notwithstanding the foregoing, if there is any legal action or proceeding between Seller and Purchaser arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees, shall be included in and as part of such judgment.

Section 14.12 No Third-Party Beneficiaries. Except as otherwise herein expressly provided, this Agreement is solely for the benefit of Purchaser and Seller and no other parties shall have any right to rely hereon or be deemed to be a third-party beneficiary hereunder.

Section 14.13 Cooperation. Each of the parties to this Agreement shall at any time and from time to time after the Closing, execute and deliver such further instruments, documents and certificates and do such further acts and things, as may be required by law or that may be appropriate or reasonable in order to carry out the intent and purposes of this Agreement, or to vest more fully in Purchaser title to the Property.

Section 14.14 No Partnership. This Agreement does not, and is not intended to, create a partnership or joint venture between Purchaser and Seller.

Section 14.15 Confidentiality. Seller and Purchaser and their respective representatives shall hold in strictest confidence the existence and the terms and conditions of this Agreement, provided that such restriction shall not be construed to prevent either party from disclosing such information to: (a) its prospective lenders or investors, or its members, managers, officers, directors, attorneys, accountants, architects, engineers and consultants to perform their designated tasks in connection with the transaction contemplated by this Agreement, or its permitted assignees, or (b) the Title Company.

Section 14.16 1031 Exchange. Purchaser's and Seller's rights under this agreement may be assigned to a Qualified Intermediary for the purpose of completing an IRC §1031 exchange. The parties agree to cooperate with each other as reasonably necessary to complete any such exchange.

ARTICLE 15

SPECIAL PROVISION

Section 15.1 Termination of Lease and Vacating the Property. It shall be a condition of Closing that all leases for the Property shall be terminated and all tenants shall have vacated the Property 30 days prior to Closing.

Section 15.2 Termination of Service Contracts. Purchaser's obligation to close this transaction is conditioned upon the Seller's termination of all Service Contracts for the Property

and Seller agrees to terminate such Service Contracts without cost to Purchaser, effective as of the Closing Date.

ARTICLE 16

MONUMENT

Section 16.1 Monument. The Purchaser shall allow for the installation of a small monument/plaque on the Property that commemorates the legacy of Aldersgate UMC pursuant to the Tree and Bench Commemorative Program of the Purchaser, which is attached hereto as Exhibit C. The cost of installing the monument/plaque shall be the responsibility of Seller.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

SELLER:

ALDERSGATE UNITED METHODIST CHURCH,
a [form and location of entity]_

By: _____

Name:

Its:

PURCHASER:

WHEATON PARK DISTRICT, an Illinois Park
District

By: _____

Name:

Its:

EXHIBIT A

LEGAL DESCRIPTION

The Northeasterly 60.0 Feet As Measured Perpendicular To The Northeasterly Line, Except The South 90.30 Feet As Measured Perpendicular To The South Line Of The Following Described Property: That Part Of The Southwest Quarter Of The Northeast Quarter Of Section 28, Township 39 North, Range 10, East Of The Third Principal Meridian, Described By Commencing At The Southeast Corner Of Said Southwest Quarter Of The Northeast Quarter And Running Thence West Along The South Line Of Said Northeast Quarter, 770.74 Feet To The Center Line Of Blanchard Street (Formerly Summit Street); Thence North 33 Degrees, 55 Minutes, 26 Seconds East Along Said Center Line, 329.17 Feet For A Place Of Beginning; Thence Continuing North 33 Degrees, 55 Minutes, 23 Seconds East Along Said Center Line 270.47 Feet; Thence South 59 Degrees, 4 Minutes, 37 Seconds East For A Distance Of 261.02 Feet; Thence South At Right Angles To Said South Line Of The Northeast Quarter, 90.30 Feet; Thence West Parallel With Said South Line Of The Northeast Quarter, 374.86 Feet To The Place Of Beginning, In DuPage County, Illinois.

Also, That Part Of The Southwest Quarter Of The Northeast Quarter Of Section 28, Township 39 North, Range 10, East Of The Third Principal Meridian Lying East Of The Center Line Of Blanchard Street And

Northerly Of The Following Described Line: That Part Of The Southwest Quarter Of The Northeast Quarter Of Section 28, Township 39 North, Range 10, East Of The Third Principal Meridian, Described By Commencing At The Southeast Corner Of Said Southwest Quarter Of The Northeast Quarter And Running Thence West Along The South Line Of Said Northeast Quarter, 770.74 Feet To The Center Line Of Blanchard Street (Formerly Summit Street); Thence North 33 Degrees, 55 Minutes, 23 Seconds East Along Said Center Line, 329.17 Feet; Thence Continuing North 33 Degrees, 55 Minutes, 23 Seconds East Along Said Center Line 270.47 Feet For A Place Of Beginning Of Said Line; Thence South 59 Degrees, 04 Minutes, 37 Seconds East, 261.02 Feet To A Point That Is 90.30 Feet North Of The South Line Of The Northeast Quarter Of Said Section 28, As Measured At Right Angles To Said South Line; Thence East, Parallel With Said South Line, 219.48 Feet To The East Line Of Said Southwest Quarter Of The Northeast Quarter Of Section 28, To The Terminus Of Said Line, All In City Of Wheaton, DuPage County, Illinois.

Excepting therefrom that part described as follows:

That Part Of The Northeast 1/4 Of Section 28, Township 39 North, Range 10, East Of The Third Principal Meridian. Described By Commencing At The Southeast Corner Of The Northeast 1/4 Of Section 28; Thence South 89 Degrees 12 Minutes 40 Seconds West, 1310.70 feet To A Point On The East Line Of Lot 1 In Rice Park Consolidation, Plat Recorded As Document R90-77045; Thence North 00 Degrees 24 Minutes 12 Seconds East 363.52 Feet; Thence South 89 Degrees 12 Minutes 40 Seconds West 337.18 Feet To The Point Of Beginning; Thence North 60 Degrees 01 Minutes 30 Seconds West 124.29 Feet To A Point; Thence North 33 Degrees 13 Minutes 35 Seconds East 85.14 Feet; Thence South 60 Degrees 01 Minutes 30 Seconds East 124.29 Feet; Thence South 33 Degrees 13 Minutes 35 Seconds West 85.14 Feet To The Point Of Beginning, In Dupage County, Illinois

EXHIBIT B

PROPERTY INFORMATION

1. All current leases of the Property.
2. Existing surveys.
3. Real estate tax bills (prior 2 years).
4. Real Estate Tax Assessment appeal information.
5. Governmental notices and permits relating to the Property.
6. Service Contracts currently in effect and those in effect for the previous three years.
7. Any architectural/construction plans for the building.
8. Property condition reports.
9. Soil borings/Geotech or environmental studies, biological studies, topographical survey, wetlands report and contracted remediation agreements.
10. Development agreements and annexation agreements.
11. Utility bills for the prior 2 years to date.
12. Copies of insurance claims made relating to the Property for the last 5 years.

EXHIBIT C

**WHEATON PARK DISTRICT
TREE AND BENCH COMMEMORATIVE PROGRAM**

Plaque Inscription

For Tree Commemorative use lines 3-7 with 30 characters per line (numbers, letters, punctuation, and spaces count as characters). Lines 1 and 2 will contain the tree's common and botanical name filled in by staff.

For Bench Commemorative use lines 1-7 with 30 characters per line (numbers, letters, punctuation, and spaces count as characters.)

A final proof of the plaque will be emailed for your approval before sending to production.

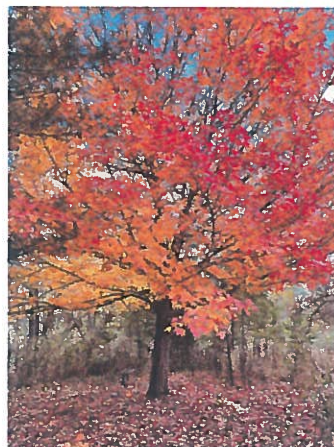
1	
2	
3	
4	
5	
6	
7	

Plaque Criteria

Production time for a commemorative plaque may vary throughout the year and is dependent on the manufacturer. Typical lead time after final proof approval is 10-12 weeks. Plaques are installed between June and November.

Tree plaques are mounted on an attractive boulder base and sealer is applied to reduce weathering. The boulders are installed within the mulched area after the tree is planted. All tree plaques have a total of 7 lines. The first two lines are filled in by staff to contain the tree's common and botanical names. A total of 5 lines with 30 characters per line are available for your commemorative inscription. (Numbers, letters, punctuation, and spaces count as characters.)

Bench plaques are mounted in the concrete base of the bench. A total of 7 lines with 30 characters per line are available for your commemorative inscription. (Numbers, letters, punctuation, and spaces count as characters.)



Ordering Information

Applications for the Commemorative program are accepted year-round. Installation times will vary. Steps to complete the process are below.

1. Work with a Planner via phone (630-653-5429), email or in person to determine park & location.
2. A completed application is submitted, including the finalized park and tree/bench location as determined with the Park Planning Department.
3. Verbiage for the commemorative plaque is not required at the time application is submitted but may delay the installation. Commemorative plaques are ordered after the donor approves final proof. Lead time for production on plaque is 10-12 weeks after final proof approval.
4. Upon completion of installation a certificate of appreciation, a location map and thank you letter from the Wheaton Park District will be mailed. Requests for notification to be present during installation cannot be accommodated as installation date & times are not predetermined.



Wheaton Park District
102 E. Wesley Street
Wheaton, Illinois 60187
PH 630.653.5429
FX 630.665.5880
wheatonparkdistrict.com
updated 1/1/22

Tree & Bench Commemorative Program

Celebrate a special
occasion, honor
someone you hold dear
or remember a loved
one by donating a tree
or bench.

Wheaton Park District



PARK BENCH - \$2,500
(Includes commemorative plaque & installation)

- The Park Planner will assist you in selecting a park and location or you may choose to commemorate an existing bench if one is available.
- The commemorative bench style and final location will be chosen by the Planning Department based on the Wheaton Park District Master plan, at the discretion of the Planning Department.
- Benches typically require a 10–12 week lead time and are only installed between June and November due to weather and programming limitations.

TREE - \$1,000
(Includes commemorative plaque & installation)

- A tree may be selected from a variety of species from the list provided.
- The Park Planner will assist you in selecting a tree, park and location or you may choose to commemorate an existing tree if available. The final location of a tree will be based on the Wheaton Park District Master plan, at the discretion of the Planning Department.



Shade Trees

These trees provide large canopies, lose their leaves in fall, and usually grow to more than 50 feet. Many have a beautiful fall color, indicated in parentheses. These nursery quality trees have a 2.5-3" trunk diameter. *Indicates Spring planting only.

- Ohio Buckeye** – *Aesculus glabra* (yellow/orange) native
- Hybrid Elm** – (yellow) native
- Ginkgo** – *Ginkgo biloba* (yellow)
- Kentucky Coffee Tree** – *Gymnocladus dioica* (yellow) native
- Littleleaf Linden** – *Tilia cordata* (yellow)
- Bur Oak** – *Quercus macrocarpa* (yellow/purple) native*
- Chinkapin Oak** – *Quercus muehlenbergii* (russet) native*
- Northern Red Oak** – *Quercus rubra* (russet) native*
- Bicolor Oak** – *Quercus bicolor* (yellow) native*
- Tulip Tree** – *Liriodendron tulipifera* (yellow) native*
- London Plane Tree** – *Platanus x acerifolia* (yellow)*



Evergreen Trees

These trees have needle-like leaves that remain on most species year round. They are pyramidal in shape and grow to more than 50 feet. A 5-7-foot-tall tree is initially planted. *Indicates Spring planting only.

- Bald Cypress** – *Taxodium distichum* (russet) drops its needles, native*
- Douglas Fir** – *Pseudotsuga menziesii*
- White Fir** – *Abies concolor*
- Black Hills Spruce** – *Picea glauca* var. *densata*
- Norway Spruce** – *Picea abies*

Location

Due to the popularity of this program, several parks are **no longer available** for additional trees or benches. These include:

- American Legion (benches only available)
- Arrowhead Golf Club
- Briar Knoll Park
- Cosley Zoo
- Hillside Tot Lot
- Hurley Gardens (existing trees available)
- Memorial Park
- Prairie Path Park
- Rathje Park
- Seven Gables around pond (other areas are available)
- Sunnyside Park (benches only available)

The Park District plants trees in spring (March 1 order deadline) and fall (September 1 order deadline) depending upon the appropriate planting season for the species selected. Commemorative plaques will be installed between June and November due to weather and programming limitations.

Replacement Guarantee

Park district staff will assist in selecting the right tree for the location and will provide a full guarantee for one year. Replacement beyond one year may be approved in circumstances such as: inability for tree to become established, stress due to extreme weather damage, disease/pest or district plans that affect the location. Donors may be requested to provide direct cost for replacement of the tree/bench and plaque. Labor fees will be waived. Trees and benches will not be replaced after 10 years.

If the district or original donor chooses not to replace the tree, plaques will be provided to the donor or their designate.

APPLICATION

Commemorative Honoree Name: _____

Donor Contact Information (your info) print clearly:

Name _____
Address _____
City/State/Zip _____
Phone _____
Email _____

Letter & Certificate will be issued to (if other than donor):

Name _____
Address _____
City/State/Zip _____

☐ Bench (\$2,500) ☐ Tree (\$1,000)

Visa/Mastercard, Cash & Check accepted.

Checks made payable to the Wheaton Park District.

Preferred Tree Species _____

Preferred Park Location _____

Preferred Location in Park _____

Please return application to:

Wheaton Park District
Attn: Planning Department
1000 Manchester Road
Wheaton, Illinois 60187

_____Office Use Only_____

Date Paid: _____

Tree Species (approved by planner) _____

Tree: ☐ New ☐ Existing

Bench: ☐ New ☐ Existing

Park Location (approved by planner) _____

Location # in Park (approved by planner) _____

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Community Center Interior Renovations Project Phase 2 / Construction Bid

DATE: August 10, 2023



SUMMARY:

Working with Williams Architects, plans and specifications for phase 2 interior renovations at the Community Center were developed. Bid documents were made available on July 14th. Ten contractors received the bid package of which eight formally responded on August 3, 2023. The bid results are included within the attached summary and analysis from Williams Architects.

PREVIOUS COMMITTEE/BOARD ACTION:

- As it has evolved, this project was reviewed and discussed during multiple Park Board Subcommittee meetings this year.
- An initial professional services agreement with Williams Architects in the amount of \$180,000 was approved at the January 18, 2023 Board meeting.
- A Letter of Agreement (LOA) with Williams Architects was approved by the Executive Director on February 21, 2023 which included a preliminary design phase for a fixed fee of \$19,000 and a cost estimating fee of \$5,000. The LOA also stipulated that the final fee payable to Williams Architects would total an amount equal to 9% of the lowest qualified bid including all additive alternates.
- Bid results were reviewed with Buildings and Grounds Subcommittee Chairman John Kelly on August 8, 2023.

REVENUE OR FUNDING IMPLICATIONS:

\$2,000,000	40-800-846-57-5701-0000	Community Center Capital	FY 2023
\$360,000	40-000-000-12-1224-0000	ADA Accessibility Fund	FY 2023
\$2,000,000	40-800-846-57-5701-0000	Community Center Capital	FY 2024
\$360,000	40-000-000-12-1224-0000	ADA Accessibility Fund	FY 2024

STAKEHOLDER PROCESS:

The project team includes:

- Commissioners John Kelly and Ray Morrill.
- Staff Members Mike Benard, Vicky Beyer, Rob Sperl, Steve Hinchee, Mark Wagner, Dan Novak, Adam Lewandowski and Alex Diserio.

LEGAL REVIEW:

Our legal counsel provided the front-end bid documents and sample legal agreement that will be used with the selected bidder.

ATTACHMENTS:

- Bid Summary and Analysis from Williams Architects
- Bid Tabulation
- Stuckey Construction Proposal

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff recommends that the Wheaton Park District Board of Commissioner's accept the base bid and alternates 1, 2 & 4 from Stucky Construction for an amount of \$3,945,000 and a 10% contingency in the amount of \$394,500.

10 August 2023

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

Re: Summary of Bid Analysis / Contractor Interviews
Wheaton Park District Community Center Phase II Interior Remodel - WA Project #2023-011

Dear Mr. Hinchee:

Williams Architects administered the bid opening for the **Wheaton Park District Community Center Phase II Interior Remodeling** project on August 3, 2023. Eight general contractors submitted bids for the project. We are pleased to report that the apparent low base bid with desired alternates of \$3,945,000 is below our most recent estimates of approximately \$4,050,000 for the scope of work that was bid.

A tabulation of the bid results is attached. Stuckey Construction of Waukegan, IL submitted the apparent low base bid. Additionally, Stuckey Construction is the apparent low bidder when the Park District's preferred alternates are included. In a review of the bid with Paul Stuckey of Stuckey Construction, it was confirmed that the bid is complete as submitted with no limitations or exclusions. Stuckey Construction has been in business since 1996 and provided numerous satisfactory references and has successfully worked with our office on numerous projects. Stuckey indicated the ability to finish the project in the time required and will provide the bonds and insurance required by the Contract Documents. Stuckey indicated they had no concerns about lead times for materials. Finally, Stuckey Construction is aware that the project requires prevailing wage with certified payrolls submitted with each pay request.

Based on our review of the bid and our past experience with the company, we find no reason to believe that Stuckey Construction is not the responsive and responsible low bidder for the Project.

Therefore, subject to receipt of evidence of all required insurance coverage and payment/performance bonds as required by the Contract Documents, **we find no reason why the contract for the Wheaton Park District Community Center Phase II Interior Remodeling Project should not be awarded to Stuckey Construction of Waukegan, IL for the amount of THREE MILLION NINE HUNDRED FORTY FIVE THOUSAND DOLLARS (\$3,945,000)**, for the base bid and Alternates One, Two and Four. We have included a breakdown of the alternates on the following page for reference.

We truly appreciate our longstanding relationship with the Wheaton Park District and look forward to working as your spirited partner to complete another successful project for the Wheaton Park District and the community it serves.

Sincerely,



Scott Morlock, AIA, NCARB, LEED AP - Associate Principal

Attachments: Potential Alternate Bid Summary, 10 August 2023
Bid Tabulation, 10 August 2023
Copy of Stuckey Construction Bid Form and Attachments, 3 August 2023



**Wheaton Park District Community Center Phase II Interior Remodel
Alternate Bid Summary**

Description of Alternates:

Alternate #1 – Men's Locker Room, Women's Locker Room and Family Changing

Alternate #2 – "The Zone", Marsh, Graf Rooms and Offices

Alternate #3 – Spa Filtration System

Alternate #4 – Replace shells for spas

Note: The Park District intends to perform the replacement of the spa filtration system (Alternate #3) outside of this project, so this alternate is not included in the total below.

Base Bid	\$ 1,348,000
Alternate #1 – Locker Rooms & Family Changing	\$ 1,348,000
Alternate #2 – "The Zone", Marsh, Graf Rooms and Offices	\$ 1,188,000
Alternate #4 – Replace shells for spas	\$ 61,000
Total	\$ 3,945,000

Wheaton Community Center - Phase II Interior Renovations

10-Aug-23

Bidder	Construction Inc.	E.P Doyle and Son	Lite Construction	Paul Borg Construction	W.E. O'Neill Construction	Efraim Carlson & Son	Stuckey Construction	Kandu Construction
Base Bid	\$ 1,769,000.00	\$ 1,448,992.00	\$ 1,726,000.00	\$ 1,617,000.00	\$ 2,118,465.00	\$ 1,639,000.00	\$ 1,348,000.00	\$ 2,267,000.00
Alternate 1 (Locker Rooms)	\$ 997,000.00	\$ 1,817,175.00	\$ 1,685,700.00	\$ 1,597,000.00	\$ 1,507,077.00	\$ 1,524,000.00	\$ 1,348,000.00	\$ 1,800,000.00
Alternate 2 (The Zone)	\$ 1,052,000.00	\$ 1,116,131.00	\$ 1,400,700.00	\$ 1,429,000.00	\$ 946,667.00	\$ 1,300,000.00	\$ 1,188,000.00	\$ 1,767,000.00
Alternate 3 (Spa Filtration)	\$ 62,500.00	\$ 155,422.00	\$ 137,000.00		\$ 175,061.00	\$ 53,000.00	\$ 76,000.00	\$ 187,000.00
Alternate 4 (Spa Shells)	\$ 135,000.00	\$ 101,867.00	\$ 120,000.00	\$ 130,000.00	\$ 88,081.00	\$ 124,000.00	\$ 61,000.00	\$ 218,000.00
Base bid only	\$ 1,769,000.00	\$ 1,448,992.00	\$ 1,726,000.00	\$ 1,617,000.00	\$ 2,118,465.00	\$ 1,639,000.00	\$ 1,348,000.00	\$ 2,267,000.00
Difference from low bidder		\$ 100,992.00					Low bidder	
Total with Alt 1 (Locker Rooms) only	\$ 2,766,000.00	\$ 3,266,167.00	\$ 3,411,700.00	\$ 3,214,000.00	\$ 3,625,542.00	\$ 3,163,000.00	\$ 2,696,000.00	\$ 4,067,000.00
Difference from low bidder	\$ 70,000.00						Low bidder	
Total with Alt 2 (The Zone) only	\$ 2,821,000.00	\$ 2,565,123.00	\$ 3,126,700.00	\$ 3,046,000.00	\$ 3,065,132.00	\$ 2,939,000.00	\$ 2,536,000.00	\$ 4,034,000.00
Difference from low bidder		\$29,123					Low bidder	
Total with Alt 1 and 2 (Locker Rooms + The Zone)	\$ 3,818,000.00	\$ 4,382,298.00	\$ 4,812,400.00	\$ 4,643,000.00	\$ 4,572,209.00	\$ 4,463,000.00	\$ 3,884,000.00	\$ 5,834,000.00
Difference from low bidder	Low bidder						\$66,000	
Total with Alt 1, 2 and 3 (Locker Rooms + The Zone + spa filtration)	\$ 3,880,500.00	\$ 4,537,720.00	\$ 4,949,400.00	\$ 4,643,000.00	\$ 4,747,270.00	\$ 4,516,000.00	\$ 3,960,000.00	\$ 6,021,000.00
Difference from low bidder	Low bidder						\$ 79,500.00	
Total with Alt 1, 2 and 4 (Locker Rooms + The Zone + spa shells)	\$ 3,953,000.00	\$ 4,484,165.00	\$ 4,932,400.00	\$ 4,773,000.00	\$ 4,660,290.00	\$ 4,587,000.00	\$ 3,945,000.00	\$ 6,052,000.00
Difference from low bidder	\$ 8,000						Low bidder	
Total (includes all alternates)	\$ 4,015,500.00	\$ 4,639,587.00	\$ 5,069,400.00	\$ 4,773,000.00	\$ 4,835,351.00	\$ 4,640,000.00	\$ 4,021,000.00	\$ 6,239,000.00
Difference from low bidder	Low bidder						\$ 5,500.00	

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Stuckey Construction Company, Inc.
2020 North Lewis Avenue
Waukegan, IL 60087

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Wheaton Park District
102 E. Wesley Street
Wheaton, IL 60187

BOND AMOUNT:

10% of Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

2023 Community Center Interior Remodel - Phase 2

Project Number, if any:

23-067

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

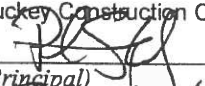
Signed and sealed this 25th

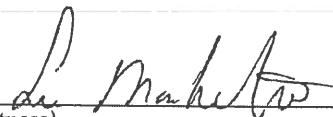
day of July

2023

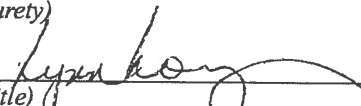
Stuckey Construction Company, Inc.


(Witness)


(Principal) President (Seal)


(Witness)

THE CINCINNATI INSURANCE COMPANY
(Surety) (Seal)


(Title) Lynn Loney, Attorney-In-Fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Jeffrey A. Valeri; Patricia Sura; Kathleen Sinibaldi; Lynn Loney; Tina Tripoli; Nadine Sanders; Julie Kollmann and/or Melissa Potenzo

of Mount Pleasant, Wisconsin

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like Instruments, as follows:

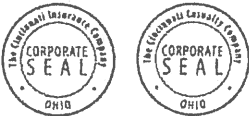
Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 25th day of July, 2023.



Ed H.

PROPOSAL TO THE WHEATON PARK DISTRICT
BOARD OF PARK COMMISSIONERS
FOR THE PROVISION AND INSTALLATION OF
2023 COMMUNITY CENTER INTERIOR REMODEL - PHASE 2

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Wheaton Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or Work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To furnish a Bid Bond in accordance with the Instructions to Bidders;
- I. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Project and subcontractors;
- K. That the Bidder has submitted, in order to be considered eligible for this job, a list of at least five projects of similar size and scope within the past three years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

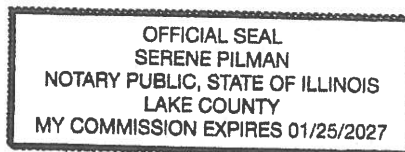
Submitted this 1 day of August, 2023.

Name: Stuckey Construction Company, Inc
 By: Paul Stuckey
 Signature: *PS*
 Title: President

SUBSCRIBED AND SWORN TO before me
 this 1 day of August, 2023.

Serene Pilman
 Notary Public

STATE OF ILLINOIS)
 Lake)
 COUNTY OF ~~DU PAGE~~)



PROPOSAL TO THE WHEATON PARK DISTRICT
BOARD OF PARK COMMISSIONERS
FOR THE PROVISION AND INSTALLATION OF
2023 COMMUNITY CENTER INTERIOR REMODEL - PHASE 2

The undersigned Bidder agrees that should this bid be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials, tools and equipment, and perform all work necessary for the Wheaton Park District to complete the construction of all items detailed in the written Specifications for the amounts set forth as follows:


This is a lump sum bid. The quantities provided by Owner in the Bid Form are estimated and provisional and are given for the Bidder's convenience as well as provide a common basis for bidding. **The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take-off of work items.**

BASE BID PROPOSAL (Please complete in ink, and print or type)

Base Bid	Total Amount
1). Parks Plus Fitness Center	\$ 1,348,000.00

Addendum # 1, 2, 3, 4, _____, have been received and acknowledged.

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as of the making of this bid is as follows:

COMPANY NAME:	Stuckey Construction Company, Inc		
NAME OF BIDDER (please print):	Paul Stuckey		
TITLE:	President		
ADDRESS OF BIDDER:	2020 N. Lewis Ave		
CITY, STATE and ZIP:	Waukegan, IL 60087	FAX NUMBER:	847-336-8748
PHONE NUMBER:	847-336-8575	E-MAIL:	paul@stuckeyconstruction.com
CELL PHONE NUMBER:			
DATED THIS	1	DAY OF	August 2023
SIGNATURE:			

PROJECT: 2023 COMMUNITY CENTER INTERIOR REMODEL - PHASE 2

ALTERNATES:

(Please complete in ink, and print or type)

The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.

Indicate "Add" or "Deduct" for each alternate.

Alternate Bid No 1

Men's Locker Room, Women's Locker and Family Changing
☒ ADD ☐ DEDUCT

\$ 1,348,000.00

Alternate Bid No 2

"The Zone", Marsh, Graf Rooms and Offices
☒ ADD ☐ DEDUCT

\$ 1,188,000.00

Alternate Bid No 3

Spa Filtration System
☒ ADD ☐ DEDUCT

\$ 76,000.00

Alternate Bid No 4

Replace shells for spas
☒ ADD ☐ DEDUCT

\$ 61,000.00

COMPANY NAME:

Stuckey Construction Company, Inc

PROJECT: 2023 COMMUNITY CENTER INTERIOR REMODEL - PHASE 2

UNIT COSTS: **NONE**

(Please complete in ink, and print or type)

This is a lump sum bid. Unit prices shall be provided for the purpose of facilitating adjustments to the base bid where unforeseen work is needed or by the request of the Owner. The Owner must agree to the quantity of work and shall provide written notice prior to proceeding with additional work.

The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.

COMPANY NAME:

Stuckey Construction Company, Inc

PROJECT: 2023 COMMUNITY CENTER INTERIOR REMODEL - PHASE 2
REFERENCES - MUST SUBMIT FIVE (Within the past three 3 years)

1.	Project Name/Address:	Stevenson HS 2022 Improvements		
	Date:	February 2022	Phone:	312-607-2449
	Owner Contact:	Bridgette Gimpert - Giblane Building Company		
	Description of Project	Interior Remodel - Life Safety		
2.	Project Name/Address:	Pulera - WI department of Corrections		
	Date:	December 2022	Phone:	262-634-5565
	Owner Contact:	Ryan Rudie, Rudie Frank Architecture		
	Description of Project	New Building		
3.	Project Name/Address:	Cary Fire Station Addition		
	Date:	April 2021	Phone:	312-850-4970
	Owner Contact:	Kelly O'Connor - Studio 222		
	Description of Project	Addition onto fire station, all work completed at a active fire station.		
4.	Project Name/Address:	Northbrook Park District Sportsman Club		
	Date:	June 2021	Phone:	630-271-0500
	Owner Contact:	Pete Hall - Corporate Construction		
	Description of Project	New Building		
5.	Project Name/Address:	Winnetka School District Courtyard		
	Date:	August 2021	Phone:	847-620-4042
	Owner Contact:	Dariusz Sieminski - Pepper Construction		
	Description of Project	General Trades, Carpentry		
COMPANY NAME:		Stuckey Construction Company, Inc		

PROJECT: 2023 COMMUNITY CENTER INTERIOR REMODEL - PHASE 2

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor 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.
- B. Contractor 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.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

- D. To the best of Contractor's knowledge, no officer or employee of Contractor 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.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company, or a new company created by the officers or Owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor 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 Contractor'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. Contractor 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.
- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor 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 Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein

by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor 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.

- I. Neither Contractor 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.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor 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 Contractor.
- K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor 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. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- L. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- M. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR Stuckey Construction Company, Inc

By: PS
Its: Paul Stuckey, President

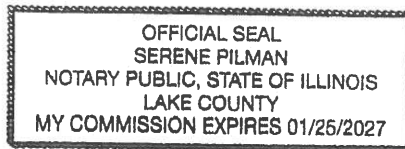
STATE OF Il)
COUNTY OF Lake)ss

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Paul Stuckey appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 08/01/2023

Serene Pilman
(Notary Public)

(SEAL)



SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Wheaton Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated: _____

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Stuckey Construction Company, Inc

Name of Contractor/Subcontractor (print or type)

Paul Stuckey, President

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated: 08/01/2023

On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

See Attached

STUCKEY CONSTRUCTION - WORK IN PROGRESS

PROJECT:	<u>CTA Traction Power Upgrades</u>	21-305
DESCRIPTION:	Panel Project	
CONTRACT AMT:	\$465,800.00	
CONSTRUCTION MANAGER:	John Burns Construction Company	
CONTACT:	Scott Becker	708-326-3500
START:	Nov-22	
PERCENT COMPLETE	22%	
PROJECT:	<u>Oak Lawn Park District Central Pool Renovations</u>	22-032
DESCRIPTION:	Pool Renovation	
CONTRACT AMT:	\$2,366,470.00	
ARCHITECT:	DLA Architects	
CONTACT:	Brian Scully	847.742.4063
START:	Aug-22	
PERCENT COMPLETE	96%	
PROJECT:	<u>Coral Cove Aquatic Center</u>	22-034
DESCRIPTION:	Aquatic Center	
CONTRACT AMT:	\$1,281,321.00	
ARCHITECT:	WT Group	
CONTACT:	Rich Klark	224.293.6333
START:	Aug-22	
PERCENT COMPLETE	97%	
PROJECT:	<u>Highland Park Centennial Area</u>	22-039
DESCRIPTION:	Arena	
CONTRACT AMT:	\$3,919,037.00	
ARCHITECT:	Woodhouse Tinucci Architect	
CONTACT:	Heather LaHood	312.943.3120 ext. 214
START:	Sep-22	
PERCENT COMPLETE	86%	
PROJECT:	<u>Jellystone Campground New Bath</u>	22-053
DESCRIPTION:	New Bathhouse	
CONTRACT AMT:	\$1,732,710.00	
OWNER:	Bear Country Inc.	
CONTACT:	Scott Bender	
START:	Sep-22	
PERCENT COMPLETE	72%	
PROJECT:	<u>Adler & Riverside Pool Renovation</u>	22-061
DESCRIPTION:	Pool Renovation	
CONTRACT AMT:	\$316,200.00	
ARCHITECT:	WT Group	
CONTACT:	David Thornborough - Superintendent Public Works	847.918.2076
START:	Dec-22	
PERCENT COMPLETE	12%	

PROJECT:	<u>Arndt Aquatic & Recreation Facility</u>	22-069
DESCRIPTION:	Aquatic Facility	
CONTRACT AMT:	\$1,558,980.00	
ARCHITECT:	Cordogan Clark	
CONTACT:	Cari Compton	630.403.8546
START:	Dec-22	
PERCENT COMPLETE	55%	

PROJECT:	<u>Deerfield 2023 Renovation</u>	22-081
DESCRIPTION:	School Renovations	
CONTRACT AMT:	\$1,048,038.00	
ARCHITECT:	Arcon Associates, Inc.	
CONTACT:	Anthony Tremonte	630.495.1900
START:	Mar-23	
PERCENT COMPLETE	4%	

PROJECT:	<u>Miller Point Improvements</u>	22-085
DESCRIPTION:	Outdoor Improvements	
CONTRACT AMT:	\$1,727,000.00	
ARCHITECT:	Hitchcock Design Group	
CONTACT:	Mike Wood	630.961.1787
START:	Mar-23	
PERCENT COMPLETE	22%	

PROJECT:	<u>N Chicago D187 2023 Renovations</u>	22-087
DESCRIPTION:	School Renovations	
CONTRACT AMT:	\$7,300,905.00	
ARCHITECT:	Green Associates	
CONTACT:	Amy White	847.787.1091
START:	Apr-23	
PERCENT COMPLETE	1%	

PROJECT:	<u>Stevenson High School 2023 General Trades</u>	23-001
DESCRIPTION:	General Trades	
CONTRACT AMT:	\$601,000.00	
CONSTRUCTION MANAGER:	Gilbane	
CONTACT:	Kelsey Swantek	312.622.8163
START:	May-23	
PERCENT COMPLETE	2%	

PROJECT:	<u>River Trails PD 2023 Renovation</u>	23-009
DESCRIPTION:	Renovation	
CONTRACT AMT:	\$257,000.00	
OWNER:	River Trails Park District	847.255.1200
CONTACT:	Mike Hanley	
START:	Mar-23	
PERCENT COMPLETE	68%	

PROJECT:	<u>Skokie SD 73.5 Bldg/Grounds Office</u>	23-011
DESCRIPTION:	Renovation	
CONTRACT AMT:	\$1,427,533.00	
ARCHITECT:	Green Associates	
CONTACT:	Aaron Woessner	847.312.0852
START:	May-23	
PERCENT COMPLETE	0%	

PROJECT:	<u>Waukegan SD Multi Secure Entrances</u>	23-016
DESCRIPTION:	Renovation	
CONTRACT AMT:	\$1,355,000.00	
ARCHITECT:	Wold Architects and Engineers	
CONTACT:	Justin Wendt	847.241.6100
START:	May-23	
PERCENT COMPLETE	3%	

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

None

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

None

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or owner's representative.

None

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Community Center Interior Renovation – Phase 2 WAA Agreement

DATE: August 10, 2023



SUMMARY:

In January 2023 Williams Architects provided a proposal for professional services related to the second phase of the interior remodeling at the Community Center. This work included:

Concept Design
Design Development
Construction Documents
Bidding/Negotiations Phase
Construction Phase

We approved a fixed fee totaling \$180,000 for this work based on 9% of the \$2,000,000 estimated construction cost at that time plus an additional \$4,000 estimated for reimbursable expenses.

As the concept design proceeded and the project expanded to include the Zone, office spaces and the locker rooms, our estimated budget increased as well. As a result, the letter agreement was revised to identify a preliminary design phase for a fixed fee of \$19,000 and a cost estimate of \$5,000. The proposal identifies that the remaining fee would be based on 9% of the lowest qualified bid. Now that we have bids, we need to approve the new cost of professional services.

PREVIOUS COMMITTEE/BOARD ACTION:

The January 6, 2023 Draft Letter of Proposal from WAA was approved at the January 18, 2023 board meeting.

REVENUE OR FUNDING IMPLICATIONS:

\$2,000,000 is currently budgeted in 2023 for Community Center renovations for Phase 2. An additional \$360,000 (18%) is allocated through our Special Recreation budget. Similar amounts are proposed in the 2024 budget.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

N/A

ATTACHMENTS:

AIA agreement dated August 11, 2023

Letter of agreement dated February 14, 2023

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve the fee from Williams Architects for in the amount of 9% of the project cost (currently \$361,890 based on the total of the lowest bidder).



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh (11th) day of August in the year Two Thousand Twenty-Three (2023)

(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 E. Wesley
Wheaton, IL 60187

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

Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

for the following Project:
(Name, location and detailed description)
Community Center Interior Renovation, Phase 2
1777 S. Blanchard St.
Wheaton, IL 60189

Architect to provide architectural and engineering services for the following improvements to the Community Center:

Having recently completed Phase I of the multi-phased Community Center Remodeling project, the Wheaton Park District is now ready to move forward with the next phase of the work. The project will include remodeling of the following areas to include new finishes, ceiling tile, casework/cabinetry/counters, plumbing fixtures, lighting, and mechanical, electrical, and plumbing alterations as required to accomplish the work:

- Lincoln Marsh Room (will be temporarily used as fitness space during construction)
- The Zone (will be temporarily be used as fitness space during construction)
- Graf Room (will temporarily be used as fitness space during construction)
- Atrium (on lower level)
- Training Zone
- Parks Plus Fitness Center
- Fitness Offices (remodeling may involve moving and reconstructing these offices)
- Locker Rooms (on main level) – Phase II A – Winter 2024 Construction after initial phase construction complete in Winter of 2023.

Williams Architects developed a preliminary budget in 2017 (most recently updated in October of 2022) indicating an initial project budget estimate of approximately \$2,000,000

Init.

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User Notes:

(2037676394)

for these areas and spaces inclusive of general contractor general conditions, overhead, and profit, and design and construction contingencies but exclusive of furniture, fitness equipment, and A/E fees. This budget estimate will be further validated and updated in the Preliminary Design Phase of our services noted herein. Our services and phases for Project implementation include a Preliminary Design Phase to confirm the scope of work and solicit approval of the scope of work and associated budget from the Board of Commissioners prior to moving into Basic Services (Schematic Design / Design Development through Construction Administration).

The Owner and Architect agree as follows.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

Per Exhibit A (LOA dated 14 February 2023).

§ 1.1.1 The Owner's program for the Project:

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

Per Exhibit A (LOA dated 14 February 2023).

§ 1.1.2 The Project's physical characteristics:

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

Init.

Per Exhibit A (LOA dated 14 February 2023) and balance TBD as design is further developed and approved by Owner.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Per Exhibit A (LOA dated 14 February 2023 and TBD as design is further developed and approved by Owner.

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

(Paragraphs deleted)

.1 Construction commencement date:

Per Exhibit A (LOA dated 14 February 2023) and TBD as further refined in Project design phase.

.2 Substantial Completion date or dates:

Per Exhibit A (LOA dated 14 February 2023) and TBD as further refined in Project design phase.

.3 Other milestone dates:

Per Exhibit A (LOA dated 14 February 2023) and TBD as further refined in Project design phase.

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

Competitively bid in accordance with applicable public bidding and contracting requirements for construction by an awarded General Contractor.

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

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

Rob Sperl - Wheaton Park District
102 E. Wesley
Wheaton, IL 60187
T: 630-510-4970
Email: rsperl@wheatonparks.org

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

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NA

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

.1 Geotechnical Engineer:

Not applicable.

.2 Civil Engineer:

Not applicable.

.3 Other, if any:

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

Fitness Consultant:

Direct Fitness Solutions
Tim Brennan – DFS Managing Partner
Mike Munson – IL Account Manager
600 Tower Road
Mundelein, IL 60060

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

Tom C. Poulos, Principal-in-Charge
Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143
T: 630-221-1212
tcpoulos@williams-architects.com

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Aquatic Engineer:

WT Group
Rich Klarck, Principal-In-Charge
2675 Pratum Avenue
Hoffman Estates, IL 60192

.2 Mechanical / Electrical / Plumbing / Fire Protection Engineer:

20/10 Engineering
Jeffrey Chamberlin, P.E., LEED AP
1216 Tower Road
Schaumburg, IL 60173

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.3 Low Voltage/AV Design:

Sentinel Technologies
Jim Michalik, Design Consultant
2550 Warrenville Road
Downers Grove, IL 60515

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

Per Exhibit A (LOA dated 14 February 2023).

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Reserved.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals within the scope of Basic Services. The scope of Basic Services to be provided by the Architect includes those services and other deliverables as specified in Architect's proposal dated November 8, 2019, Revised (the "Proposal"). The Proposal is incorporated into this Agreement by this reference. To the extent the Proposal conflicts with this Agreement, this Agreement controls.

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. All persons connected with the Architect as an officer, employee or agent of or consultant to the Architect, who are directly in charge of the professional architectural or engineering work performed as part of Architect's

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services, are, and for so long as any services shall be provided under this Agreement, shall be duly registered and licensed under and in accordance with Illinois laws regarding the practice of architecture and engineering, as applicable to this Project, and they and any other consultants selected by the Architect and providing services with respect to the Project shall be otherwise qualified and possess the skill and competence required to perform the services properly. The Architect shall be responsible for the acts and omissions of its employees, agents and consultants, and their respective employees and agents with respect to the services provided under this Agreement.

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

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

§ 2.5.1 Commercial General Liability, and if necessary, commercial umbrella insurance with policy limits of not less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 04 13 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.

§ 2.5.2 Automobile Liability, and, if necessary, commercial umbrella liability insurance, covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit. 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.

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

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

§ 2.5.8 The Architect shall provide certificates of insurance, declarations, policies, and endorsements to the Owner that evidence compliance with the requirements in this Section 2.5. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a Best's Key Guide Rating of at least A / VII. All specified policies shall by endorsement incorporate a provision requiring thirty days' written notice to the Owner prior to the cancellation, non-renewal or material modification of any such policies.

§ 2.5.9 If Architect's commercial general liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

§ 2.5.10 Deductibles and Self-Insured Retentions. The Architect has advised Owner that its deductibles are \$25,000 for Professional Liability; \$5,000 for Employment Practices and \$500 for BAPP. The Architect shall promptly notify Owner of any increase in any of its deductibles during the term of this Agreement and if such increase is unacceptable to Owner, Owner may terminate the Agreement upon seven days prior written notice to Architect.

§ 2.5.11 Sub-consultants. The Architect shall cause each consultant 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 consultant.

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

§ 2.7 All agreements between the Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultant's to perform their scope of services in the same manner and to the extent that the Architect is bound to the Owner in accordance with this Agreement. The Architect shall timely pay all sums due to its consultants in accordance therewith upon payment by Owner of undisputed invoices and shall not cause or permit any liens to be placed by any such consultants against the property or funds of the Owner provided Owner has paid Architect the sums due to (and such sums are not in dispute or Owner is otherwise entitled to withhold such sums in accordance with this Agreement,) the Architect's consultants in accordance with this Agreement. The Architect will provide Owner current waivers and releases of lien from Architect on account of the payment sought in the invoice, and for Architect's consultants, the Architect will provide Owner lien waivers for the prior payment paid to them in the performance of its services.

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

responsibility for the acts and omissions of its employees and consultants. The Architect's removal or replacement of an employee and/ or consultant pursuant to this provision shall not be deemed an admission of liability on the part of the Architect. The Architect shall coordinate all aspects of the Architect's services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary architectural, structural, civil, landscape, mechanical, plumbing, fire protection and electrical engineering, and maintenance equipment services, and all other specialty services, if and to the extent required to provide a complete design for the Project. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

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

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

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

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

§ 3.1.7 If the Owner indicates its interest in utilizing a construction manager with respect to the Project, the Architect shall confer with the Owner to determine any adjustments needed to this Agreement based on the scope of services to be furnished by the construction manager.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.2.8 The Architect shall provide all services for the Schematic Design Phase in accordance with Architect's Proposal.

§ 3.3 Design Development Phase Services

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

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

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

§ 3.3.4 The Architect shall provide all services for the Design Document Phase in accordance with Architect's Proposal.

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.4.6 The Architect shall provide all services for the Construction Documents and Permitting Phase in accordance with Architect's Proposal.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 issuing statutory notice for bid and facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and assisting the Owner in conducting a pre-bid conference for prospective bidders;

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- .3 in consultation with the Owner, preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and assisting the Owner with the Owner's conducting of the opening of the bids, assisting the Owner in determining the responsiveness of bids and investigating the responsibility of bidders, and subsequently documenting and distributing the bidding results and notice of award(s), as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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

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

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

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

§ 3.5.5 The Architect shall provide all services for the Bidding Phase in accordance with Architect's Proposal.

§ 3.6 Construction Phase Services

Architect's obligations under this Section 3.6 are subject to Section 1.1 of this Agreement.

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible

for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, except if the Architect fails to provide written notice as required in this Agreement and such failure causes specific damages to the Owner beyond those damages caused by the Contractor's failure to properly perform the Work. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees, or any other person performing any of the Work. Drawings or Specifications furnished by the Architect that are found to contain any error or omission shall be promptly corrected by the Architect at no cost to the Owner. These provisions shall not limit the Owner's remedies under this Agreement.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, not to exceed Twelve (12) On-Site Project Meetings, in accord with Exhibit A (LOA dated 14 February 2023), or as otherwise required in Section 4.2.3, to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Each site visit shall be combined with on-site project meeting with Owner and Contractor. After each site visit, the Architect shall provide the Owner a written report, about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

On the basis of such on-site construction observation, the Architect shall keep the Owner informed of the progress and quality of the Work and shall exercise due care and diligence to guard Owner against defects and deficiencies in the Work of the Contractor and the Subcontractors, and shall promptly report to the Owner any defects or deficiencies in any Work known to the Architect. The Architect shall submit a written field report to the Owner for each field visit. The Architect during critical phases of construction shall have its consultants provide on-site observation to verify construction is in accordance with the Contract Documents. In such instances, the Architect's consultants shall prepare a field report of the conditions observed and any recommendations to be acted upon by Owner. The Architect and its specialty engineers, consultants, agents and officers shall promptly upon notice or discovery during the Construction Phase or thereafter make necessary revisions or corrections of errors, ambiguities or omissions in its Drawings and Specifications without additional costs to the Owner. The Architect shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Architect's failure to exercise the Professional Standard of care applicable to Architect's services.

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

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

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith.

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall 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 3.6.2 and on the data comprising the Contractor's Application for Payment, and based on the Architect's exercise of the Professional Standard 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. Architect shall only issue a certificate of final payment to Contractor upon Contractor's submittal of all warranties and guarantees to Architect as required by the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.3.4 The Architect is not responsible for review of any lien waivers.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, so as to not cause delay in the Work or in the activities of the Owner or Contractor, in the Architect's professional judgment, to permit adequate review.

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and

shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, unless the Architect knows or reasonably should know that such submittals contain errors or omissions or do not conform to the Contract Documents.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work and shall regularly notify the Owner of same at the construction progress meetings. The Architect shall, at appropriate intervals, update the Construction Documents to incorporate all approved changes in the Work, and to create Record Drawings.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 if when deemed appropriate by the Architect, issue Certificates of Substantial Completion;
- .3 review and approve, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 if and when deemed appropriate by the Architect, 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.

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

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

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

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

§ 3.6.6.6 The Architect shall provide all services for the Construction Observation and Administration Phase in accordance with Exhibit A (LOA dated 14 February 2023).

§ 3.6.6.7 The Architect shall provide all services for the Post Construction Services and Close-Out - 2 Year Warranty Phase in accordance with Architect's Proposal

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect per Exhibit A (LOA dated 14 February 2023)
§ 4.1.1.13 On-site project representation	Architect per Exhibit A (LOA dated 14 February 2023)
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security systems	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Fitness Equipment by Owner
§ 4.1.1.30 Other Supplemental Services	NA

§ 4.1.2 Description of Supplemental Services

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

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

TBD

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

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

TBD

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

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) on-site observation visits for Phase 1 and sixteen (16) on-site observation visits for Phase 2 during construction. These limits assume weekly site observation visits during each phase..
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Reserved.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall, upon the subsequent written agreement of the parties, be compensated as Additional Services.

Init.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish and consult with the Architect to periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, subject to the extent expressly permitted by applicable law and the Owner's rules, policies, and practices. The Owner shall render decisions and approve the Architect's properly submitted submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall upon reasonable advance written request of the Architect directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services, or authorize and direct the Architect to furnish them as Additional Services, when such services are reasonably required by the scope of the Project and to the extent not included in Architect's services hereunder. The Architect shall assist with soliciting proposals and provide recommendations for the terms of such agreements as necessary.

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

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

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.9 The Owner shall, upon the Architect's request, furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total actual cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. To the extent the Project is not completed, the Cost of the Work shall be the Contractor's bid price, as modified by any Change Orders then executed. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of the Work does not include Work for which the Architect has performed designs, specifications or drawings designs as an Additional Service. Instead, the Architect's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

.1 give written approval of an increase in the budget for the Cost of the Work;

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, without additional compensation and as a part of Basic Services, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents and rebid the Project because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Architect's services for modifying the Construction Documents and rebidding the Project shall be without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.01 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. Provided the Owner is not in default under this Agreement, the Owner owns the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights, and the Architect hereby waives all common law, statutory and other reserved rights, including copyrights, in and to the Instruments of Service. The Architect shall also have right for the use of the Instruments of Service. Provided the Owner is not in default under this Agreement, the Owner may use the Instruments of Service for future additions or alterations to this Project or for other projects, which use shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. Furthermore, the Owner shall indemnify the Architect and the Architect's consultants from the Owners use of the Instruments of Service.

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 Reserved.

§ 7.3 Reserved.

§ 7.3.1 Reserved.

§ 7.4 Reserved.

§ 7.5 Promptly upon the termination of this Agreement or the Architect's services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents prepared by Architect in the performance of its services under this Agreement, including without limitation all drawings and specifications, and all models prepared by the Architect for the Project prior to the effective date of termination, so as to avoid any delay or increased cost of the Project.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 Reserved.

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§ 8.1.3 Reserved.

§ 8.2 Mediation

§ 8.2.1 In the sole discretion of the Owner, any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation on the written demand of the Owner. 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 Reserved.

§ 8.2.3 If the Owner demands mediation as provided above in Section 8.2.1, the parties shall share the mediator's fee and any filing fees equally. Such mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in such mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ In the Owner's sole discretion, and upon written demand by the Owner, arbitration pursuant to Section 8.3 of this Agreement, and otherwise, litigation in a court of competent jurisdiction provided, however, that in the event of litigation, the only proper jurisdiction and venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties to this Contract hereby waive any challenge to same.

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the Owner demands arbitration as provided above in Section 8.2.4, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered in accordance with the American Arbitration Association's Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered by the Owner to the Architect, and filed with the person or entity administering the arbitration. If no such person or entity is selected at the time of the Owner's demand, promptly after Owner serves such demand on the Architect, the parties shall meet and agree upon an arbitrator. If no such agreement results within fourteen days after the demand, then one or both of the parties may submit the case to the American Arbitration for selection of an arbitrator in accordance with Rule 14 of the AAA's Construction Industry Rules and Mediation Procedures in effect on the date of this Agreement, and further proceedings in accordance with such rules.

§ 8.3.1.1 A demand for arbitration by the Owner shall not 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, the Architect's receipt of the Owner's written demand for 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, at the sole option of the Owner, 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.

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

§ 8.5 In addition to the other rules applicable to any arbitration hereunder, the following shall apply if the Owner elects arbitration:

.1 Promptly after the impaneling of the arbitrator, the arbitrator shall establish a procedure for each party to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law, along with appropriate responses thereto;

.2 All parties to the arbitration shall be entitled to reasonable discovery procedures as provided by the Illinois Code of Civil Procedure and Illinois Supreme Court Rules;

.3 The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein. Similarly, the scope of discovery, and the extent of proceedings hereunder relating to discovery, shall be consistent with the parties' intent that the arbitration be conducted as expeditiously as possible.

§ 8.6 In the event of any litigation or arbitration between the parties to this Agreement, the Architect shall pay the Owner's reasonable attorneys' fees and court costs to the extent the court or tribunal determines the Owner is the prevailing party.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with this Agreement, and said invoices for services and expenses are not in dispute, such failure shall be considered cause for suspension of performance of services under this Agreement. Prior to such suspension, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension for services and expenses properly rendered and incurred. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if such suspension exceeds thirty (30) days.

§ 9.2 Reserved.

§ 9.3 Reserved.

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§ 9.4 Either party may terminate this Agreement upon not less than fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, , the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses properly incurred.

§ 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:

None

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

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall expire one year from the date of Substantial Completion of Phase 2 of the Project. Such expiration shall not affect rights under this Agreement that have accrued at the time of expiration or may later accrue.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois, without regard to conflict of law principles.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended and included in the Project Manual.

§ 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

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for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Architect shall report to Owner any hazardous materials discovered by Architect at the Project site.

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

§ 10.8 The Architect shall maintain the confidentiality of all information in its possession regarding the Project and this Agreement, and shall require similar agreements with its consultants to maintain the confidentiality of all information regarding the Project and this Agreement. Architect shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination or expiration of this Agreement.

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

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

§ 10.10 Indemnification. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials, employees, 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 act or omission of the Architect, Architect's consultants and sub-consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, 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. Architect's obligations under this paragraph shall survive the termination of this Agreement.

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

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

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

§ 10.14 **Subcontracts** The Architect shall insert into all subcontracts the paragraphs herein entitled "INSURANCE," "RETENTION OF RECORDS," and "INDEMNIFICATION."

§ 10.15 **Compliance with Laws**

The Architect shall comply with applicable federal and state laws and local ordinances and regulations applicable to the services within the scope of this Agreement, including but not limited to the following:

- 1 The Architect shall comply with, and require all persons providing any of the services on its behalf to comply with, to the extent applicable, all applicable federal and state laws and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in provision of the services, including the provisions of the Equal Employment Opportunity Clause. Architect specifically represents and certifies to Owner that Architect complies with all applicable provisions of the Illinois Human Rights Act and that it maintains, and shall maintain at all times during the period it is required to perform the its services, a written sexual harassment policy in full compliance with Section 2-105(A)(4) thereof.
- 2 To the best of the Architect's knowledge, information and belief, 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. Architect's Proposal to the Owner seeking a contract for the performance of the architectural services for this Project was made without any connection or common interest in the profits anticipated to be derived from the Agreement by the Architect with any other person submitting

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proposals to the Owner for this Project. The Agreement terms are in all respects fair and the Agreement is entered into by the Architect without collusion or fraud and no official, officer or employee of the Owner has any direct or indirect financial interest in the Architect's Proposal or in the Architect.

- .3 The Architect certifies that it 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 Agreement between Architect and Owner, and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Architect.
- .4 If Architect has 25 or more employees on the date 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. The 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.
- 5 The Architect hereby certifies that, to the best of its knowledge, information and belief, no individual employed or otherwise retained by Architect or any of Architect's consultants to perform Architect's services has been convicted of a crime that would make the individual ineligible to be employed by Owner in accordance with 70 ILCS 1205/8-23.

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

ARTICLE 11 COMPENSATION

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

(Paragraphs deleted) Per the terms of Exhibit A (LOA dated 14 February 2023), and in accord with the Bid Tabulation dated 8 August 2023:

1. Preliminary Design Phase Services
 $\$19,000.00 + \$5,000.00 = \$ 24,000.00$
2. Basic A&E Services
 $\$4,021,000.00 \times 9\% = \$361,890.00$

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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

Included in the Stipulated Sum set forth in 11.1.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, subject to the requirements for written pre-approval by Owner as provided in Article 4, the Owner shall compensate the Architect as follows:

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

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TBD at the hourly rates contained in Exhibit A (LOA dated 14 February 2023).

§ 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 zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

TBD at the hourly rates contained in Exhibit A (LOA dated 14 February 2023).

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

(Table deleted)

Schematic Design / Design Development Phase	Twenty Percent	20%
Construction Documents Phase	Forty-Five Percent	45%
Bidding/Negotiations Phase	Five Percent	05%
Construction Phase	Thirty Percent	30%
Total	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 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.)

Per Exhibit A (LOA dated 14 February 2023).

(Table deleted)

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

(Paragraphs deleted)

- .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; Not included and by Owner direct.
- .8 Other similar Project-related expenditures.

Int.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. Reimbursable expenses shall not exceed \$25,000 without prior written approval from Owner. Architect shall provide all supporting documentation of said Reimbursable Expenses.

§ 11.9

(Paragraphs deleted)

Reserved.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 Reserved.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable shall be processed in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

%

§ 11.10.2.2 Reserved.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect.

.2

(Paragraphs deleted)

Exhibit A (LOA dated 14 February 2023).

(Paragraph deleted)

(Paragraphs deleted)

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

WHEATON PARK DISTRICT

OWNER *(Signature)*

(Printed name and title)

766872v1

WILLIAMS ARCHITECTS



ARCHITECT *(Signature)*

Tom C. Poulos, AIA

CEO / Managing Principal

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

Init.

/

EXHIBIT A



14 February 2023

Mr. Michael Benard, Executive Director
Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187

Re: Wheaton Park District
Community Center Phase II Remodeling
WA Project No. 2023-312

LETTER OF AGREEMENT (LOA)

Dear Mike:

We are delighted to learn that the Wheaton Park District has moved to solicit a proposal from Williams Architects for continued professional services for the ongoing interior remodeling of the Community Center facility. As per your request, we are pleased to submit this Letter of Agreement (LOA) for the Community Center Phase Two Remodeling Project for the Wheaton Park District. This LOA outlines our understanding of the Project scope, budget, proposed scope of professional services, and our associated fee for the Project. We look forward to the continuation of our professional services relationship with the District on the implementation of this important Project.

The proposed services noted within this LOA will provide the Wheaton Park District with the proper information to make informed decisions. This LOA contains a summary of the business terms associated with our proposed scope of work, services, schedule, fee and agreement understanding highlights to provide Professional Architectural and Engineering (A & E) Services to the Wheaton Park District for the Community Center Phase II Remodeling Project. Especially considering the challenges surrounding Phase I of this project, we want to extend our services to you in a manner that addresses any concern the District may have about our firm or approach. Please refer to the pages that follow for additional detail.

This LOA shall be included as Exhibit A to a formal AIA Owner and Architect Agreement that is mutually agreeable to both the Wheaton Park District and Williams Architects. The AIA Owner Architect Agreement will include more detail and be the governing body for items referenced in this LOA.

LETTER OF PROPOSAL TABLE OF CONTENTS

1. Project Background & Understanding of Scope
2. Proposed Architectural Team Members and Roles
3. Architect's Sub-Consultant Team
4. Owner's Direct Specialty Consultants
5. Services / Phases for Project Implementation
6. Proposed Project Schedule
7. Proposed Compensation
8. Additional Services
9. Reimbursable Expenses
10. Closing

Part 1 - PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

Having recently completed Phase I of the multi-phased Community Center Remodeling project, the Wheaton Park District is now ready to move forward with the next phase of the work. The project will include remodeling of the following areas to include new finishes, ceiling tile, casework/cabinetry/counters, plumbing fixtures, lighting, and mechanical, electrical, and plumbing alterations as required to accomplish the work:

- Lincoln Marsh Room (will be temporarily used as fitness space during construction)
- The Zone (will temporarily be used as fitness space during construction)
- Graf Room (will temporarily be used as fitness space during construction)
- Atrium (on lower level)
- Training Zone
- Parks Plus Fitness Center
- Fitness Offices (remodeling may involve moving and reconstructing these offices)
- Locker Rooms (on main level) – Phase II A - Winter 2024 Construction after initial phase construction complete in Winter of 2023.

Williams Architects developed a preliminary budget in 2017 (most recently updated in October of 2022) indicating an initial project budget estimate of approximately \$2,000,000 for these areas and spaces inclusive of general contractor general conditions, overhead, and profit, and design and construction contingencies but exclusive of furniture, fitness equipment, and A/E fees. This budget estimate will be further validated and updated in the Preliminary Design Phase of our services noted herein. Our services and phases for Project implementation include a Preliminary Design Phase to confirm the scope of work and solicit approval of the scope of work and associated budget from the Board of Commissioners prior to moving into Basic Services (Schematic Design / Design Development through Construction Administration).

Part 2 - PROPOSED ARCHITECTURAL TEAM MEMBERS AND ROLES

The following team members represent the core Williams Architects Project Team. Other team members from the office may support each of the following core Team Members throughout the course of the Project. The following is a detailed description of each team member's roles and responsibilities for the project.

Tom C. Poulos - Principal-in-Charge:

Tom is a licensed architect with 35 years of professional experience. As Principal-In-Charge, Tom will have overall responsibility for delivery of professional services in accordance with the Wheaton Park District's expectations. His years of experience in planning and design of recreation projects will ensure that the project scope conforms to current trends, best practices, and revenue generation opportunities in fitness, group exercise, and locker room design. He will attend key meetings to begin the project and to present design concepts to the Buildings & Grounds Subcommittee and will be available as a resource to the entire Park District and Williams Team throughout the Project.

Andy Dogan - Principal & Concept Design Phase Manager:

Andy is a licensed architect and interior designer with 25 years of professional experience, including over ten years of experience with Wheaton Park District projects. He will attend key meetings during the Concept Design Phase to provide a continuum from the Master Plan, establish and build consensus for the design concepts for the project, and update the project budget accordingly. He will also be involved in presenting outcomes of the Concept Design Phase to the Buildings & Grounds Subcommittee. Once the concept design is developed to the Park District's satisfaction and the Board of Commissioners has approved the scope and budget for the Project, Andy will transition out of the project but remain available as a resource to assist with questions regarding design and program intent that may arise later during the Project.

Scott Morlock – Managing Architect:

Scott is an Associate Principal and licensed architect with 27 years of professional experience and was the Project Manager for the recently completed Winfield Park District Beggs Activity Center and the Vernon Hills Park District Lakeview Fitness Center Addition and Remodeling projects. Scott was responsible for ensuring completion of a quality set of documents and specifications and managing the successful construction phase process of both those projects. Scott will be responsible for supervising and managing our internal team for this Project in production of the bidding documents and will perform on-site and in-office construction administration for the Project including review of contractor submittals and the Punch List inspection.



Additionally, he will review any change order proposals submitted by the Contractor for validity and appropriateness. Scott will become involved in the Project during the Concept Design Phase to ensure overlap and continuity between early concept and design decisions and project implementation.

Carrie Kotera / Director of Interiors:

Carrie has 20 years of experience in interior design and has been responsible for overall selection of colors, finishes, and materials on every Williams Project with the Wheaton Park District since 2017. For this Project, she will oversee selection of colors, finishes, and materials associated with this scope of work, ensuring that the materials selected meet the District's performance, quality, aesthetic, and budget expectations. She will remain involved throughout the Project to review contractor submittals for design intent and accompany Brad to perform the Punch List Inspection upon Substantial Completion of the Project.

J. Andrew Ouper / Quality Assurance Manager:

Andy is a licensed architect with approximately 18 years of experience and has worked on a wide variety of recreational projects at Williams since 2007 in primarily a technical role. Andy Ouper's role on the project will be to conduct thorough quality assurance reviews of our drawings at the conclusion of the design development phase and at completion of 90% construction documents to ensure a "second set of eyes" on all of our drawings and specifications. Andy will attend one meeting during the construction document production process to review his quality assurance findings with the Park District and how they are being addressed in the final Issued for Bid and Permit drawings and specifications.

Gary Pingel – On-Site Construction Administration Support:

Gary Pingel is a licensed architect with 50 years of professional experience and has been involved in the construction phase of most Wheaton Park District projects completed by our firm since 2015. Gary will assist and support Brad Moser as needed during the construction administration phase of the project, primarily by providing on-site observation services and field observation reports as needed.

Part 3 – ARCHITECT'S SUB-CONSULTANT TEAM

Williams Architects will assemble an experienced and talented group of Sub-Consulting Engineering professionals for the continuation of this Project to ensure that all aspects of the remodeling project are addressed in our contract documents. The Williams Team of Professionals will allow us the ability to create a design for your Project that is aesthetically appealing, cost sensitive and functional in scope.

The anticipated Sub-Consultant & Engineering Team to be engaged and paid for by Williams Architects on this Project as follows:

- Structural Engineer (if needed) – C.E. Anderson Associates
- Mechanical, Plumbing, Fire Protection, Electrical Engineer – 20/10 Engineering Group
- Low Voltage Security, Access Controls, Telephone & Data - Sentinel Technologies

Part 4 - OWNER'S DIRECT SPECIALTY CONSULTANTS

Owner's Specialty Consultants contracted and coordinated and to be paid for by the Owner are as follows:

- Material Testing
- Fitness Equipment Design, Selection, and Procurement
- Furniture and Fitness Equipment by Owner
- Constructor (General Contractor Bid). We understand that the project is intended to be bid as a lump sum to a single General Contractor.



Part 5 - SERVICES FOR PROJECT IMPLEMENTATION:
(Twenty-Eight (28) total meetings / visits allotted for the entire Project)

Preliminary Design Phase: *(Five (5) meetings allotted)*

Project Kick-off Meeting & Data Collection.

- Assist Owner to further refine Project goals and objectives from 2017 Master Plan.
- Review previously prepared program data and conceptual design and incorporate into design criteria.
- Research applicable local zoning requirements and/or procedures potentially required to secure approval(s) for Project by all governmental officials having jurisdiction thereof, meet with authorities having jurisdiction to confirm same, and prepare exhibits and applications as required to obtain zoning, appearance, and other related approvals prior to submission for building permit.
- Preparation of detailed Project schedule from design through construction completion.
- Review and determine structural, mechanical, plumbing, fire protection, electrical, maintenance equipment and other specialty systems for this portion of the Project.
- Meeting to review initial finish requirements, materials, and concepts.
- Preparation of Concept Design drawings and documents (colored / rendered for presentation):
 - Building floor plans that address the building program and graphically defines design intent.
 - Up to five (5) three-dimensional color renderings indicating the scope, character, and quality of the remodeled spaces.
 - Preparation of outline specifications.
- Preparation of written executive summary of the design criteria associated with the Project in this Phase.
- Preparation of Architect's Estimate of probable construction cost based on work completed during this phase.
- Final review and approval of scope, design, and budget with the Buildings & Grounds Subcommittee prior to proceeding into further phases.

BASIC A&E SERVICES

Combined Schematic Design / Design Development Phase: *(Two (2) meetings allotted)*

- Based upon Concept Design Phase documents, further develop floor plans, elevations, building, details, Project product data, and Project specifications.
- Meet to select and determine final finish selections, colors, and materials.
- Further develop main components structural, mechanical, plumbing, fire protection, electrical, maintenance equipment and other specialty systems for the facility.
- Further refine documents / deliverables and perform initial Quality Assurance Review.
- Refine Architect's cost estimate.
- Final review of this phase with Owner.

Construction Documents / Permitting Phase: *(Four (4) meetings allotted)*

- Preparation of Contract Documents consisting of drawings and specifications as may be required to secure a building permit.
- Revise Architect's Design Phase estimate of probable construction cost as required to reflect that defined within the Contract Documents.
- Meetings at 50%, 90%, and 99% construction document completion to advise Park District of progress and any remaining Owner decisions/selections required.
- Perform a thorough quality assurance review of 90% of completed construction drawings and specifications.
- Final review of this phase with the Owner including quality assurance review outcomes.
- Determination/identification of alternate bid and unit price items for budget flexibility.
- It is understood that the Park District prefers not to include contingency allowances in contractor bids. This will be reviewed and confirmed at one of the four meetings during this phase.
- Submission of final drawings to the City of Wheaton for plan review.



Bidding and Negotiations Phase: (Two (2) meetings allotted)

- Assist the Owner in bidding the Project by:
 - Assist Owner' with creating Advertisement for Bids.
 - Respond to questions and providing clarifications to bidders.
 - Issue Addendums and/or clarification to bidders.
 - Attend One (1) pre-bid conference/meeting for prospective bidders and One (1) bid opening/meeting.
 - Complete reference checks on all contractors to recommend lowest qualifying bid contractor.
 - Preparing bid summary and recommendations to Owner.

Construction Administration Phase: (Fifteen (15) meetings allotted)

- Architect's Basic Services during the Construction Phase shall include attendance at not more than twelve (12) On-Site Project Meetings with Owner and Contractor (sometimes hereinafter referred to herein as "Constructor") combined each time with a site observation visit to become generally familiar with the progress and quality of the completed construction work for general compliance with Construction Documents. The Architect shall report to the Owner nonconforming work observed during such visits. Architect's attendance at additional OAC meetings or additional site observation visits shall be considered an Additional Service. The Architect shall not be responsible for means, methods, techniques or sequences of construction or for safety programs or precautions in connection with the construction work.
- Architect shall have the duty to reject construction work that does not conform to the Construction Documents.
- Construction Phase duration for the Project shall be five (5) months. Construction Phase duration for the Architect's Services shall be that period of time from commencement of construction through thirty (30) days following date of Architect's issuance of a Certificate of Substantial Completion.
- The Architect shall review and respond to written requests for information ("RFI's") from the Contractor seeking an interpretation or clarification of the Construction Documents in writing within a reasonable time.
- The Architect shall review Contractor submittals and shop drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and Architect shall also process Contractor's submittals and Shop Drawings.
- The Architect shall review, in conjunction with a site observation visit, the Contractor's Applications for Payment and shall process Contractor's Applications for Payment. Such review is to check for quantity of construction work which the Contractor has indicated is completed in the Application for Payment. The Architect shall not be responsible for obtaining or checking lien waivers provided or required.
- The Architect shall prepare Change Orders and submit same to Owner for their approval and execution.
- The Architect shall visit Project Site to prepare one (1) Punch-List, issue Certificate of Substantial Completion and shall also attend one (1) follow-up site meeting to review completion of Punch-List. Architect's attendance at additional site meetings intended for Punch-List reviews shall be considered an Additional Service.
- The Architect shall conduct one (1) 11-month Warranty Review from the Date of Substantial Completion and walk-through the facility to determine any outstanding warranty items.

Furthermore, during all of our aforementioned professional service phases, we include the below noted firm-wide project practices throughout the design, development, and construction of your Project through our very innovative process that includes:

COST MANAGEMENT

The basic premise behind our approach to cost management is collaboratively evaluating cost estimates and the performance of value engineering at multiple phases during the planning, design, and construction of the project. We realize that all parties' involvement contributes to a cost-effective built project. Consistent attention by all parties to cost management and control will result in true economy. We also believe that appropriate action taken during each project phase will determine the project's cost effectiveness. Through our familiarity of this and our database regarding the same, we possess extensive experience in the construction industry that will bring a diverse range of knowledge in cost



estimating, sales, and construction administration. We will apply our experience to provide value engineering, project design constructability, and project cost estimating review through critical phases of the design. Our philosophy of cost management contains four main elements:

- *Attitude.* Cost control must be part of the mindsets of the project team, consultants and contractors.
- *Stewardship.* The Project Team must treat and protect the client's financial resources as if they were their own.
- *Practicality.* The Project Team must establish realistic budgets that balance the client's program, desired quality level, financial resources, and include hard and soft costs.
- *Fortitude.* Should the client's desires begin to exceed the established project budget, it is our Project Team's responsibility to make this known and re-establish the necessary balance.

On our past projects together, we have demonstrated strong project leadership marked by effective cost control, which has allowed us to correct course in a timely manner when desired scope and design aesthetic are not in alignment with budget parameters, and create realistic, cost-effective project solutions. We will work with the District to reduce project costs while maintaining desirable project design and aesthetic qualities while providing a completely designed and engineered project per the District's expectations. Our Team is also concerned with providing a building that is economical to construct while taking into consideration the life-cycle impact on maintenance costs.

SUSTAINABLE DESIGN

Williams Architects will identify all financially feasible sustainable design elements for this project during design and prior to completion of the design development phase. As a value added (no cost) service, our firm's approach to sustainable design is such that "we like to put a shade of green on everything we design." To that end, at the inception and throughout the course of the Project, our Project Team will maintain our commitment to Green Architecture / Sustainable Design. Williams Architects takes seriously our responsibility to help preserve the environment. We are committed to maintaining our fragile environment by designing building systems that use material, energy and water efficiently, focus on avoiding health issues stemming from indoor environmental quality that ultimately drive down the cost of operations. We embrace the sustainable design principles outlined by the U.S. Green Building Council. Our on-staff LEED and WELL Accredited Professionals have demonstrated an understanding of the principles of green architecture, and our firm recognizes the following benefits achievable through sustainable design:

- Extended durability.
- Safeguarding water supplies.
- Enhanced occupant comfort.
- Energy and water savings.
- Reduced maintenance costs.
- Conservation of natural resources.
- Elimination of waste and pollution.
- Positive public relations.

It is understood that the District is not interested in pursuing LEED or WELL certification for the project, but that the team will make its best efforts to deliver sustainable site and building improvements within the District's identified budget.

Part 6 - SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

Williams Architects' procedure for maintaining project schedules includes defining a very specific step-by-step process with the Owner at the beginning of the Project. With this ongoing series of deadlines to meet, it has allowed us to maintain excellent results in achieving our project deadlines. We take great effort to carefully plan out all the meetings, work tasks and project milestones for a Project.

We do this because it has greatly enhanced our ability to keep our projects moving forward with no surprises to our clients. We will work with the Wheaton Park District to develop a Project Schedule that meets the goals and objectives of the Wheaton Park District.



To that end, we propose the below noted preliminary Project Schedule based on the email we received from Rob Sperl on 27 December 2022, which we will further review as a Team to determine what will be mutually acceptable to the Owner and Architect:

Preliminary Project Schedule:

<u>Task:</u>	<u>Completion Date:</u>
LOA Approval	17 February 2023
Board Presentation of Preliminary Design/Budget	03 May 2023
Board Design Update	June 2023
Issue for Bid	Mid July 2023
Board Approval of Bids	August 2023
Construction Start	05 September 2023
Construction Substantially Complete	31 December 2023
Owner Move-in Complete	January 2024
Phase II A – Locker Room Construction Start	January 2024
Phase II A – Locker Room Substantial Completion	TBD

Part 7 - TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the Wheaton Park District shall be paid on a fee basis, as described herein, for the Scope of Services performed in accordance with the compensation breakdown set forth below. The Architect shall bill the District monthly for the percentage of services / work performed for the previous months' time.

We are committed to the cost control and success of this Project. Williams Architects has established itself as the leader in Community, Civic, and Recreational Architecture in the public sector, with recognized leadership in client relationships, strong design stewardship, sustainable design practices, advanced architectural systems integration and design innovation. Our process results in exceptional functional, cost effective, enduring and timeless architecture. Furthermore, due to our familiarity with this Project type, the funds available to the Wheaton Park District and our understanding of the Wheaton Park District's desired scope of work, we respectfully propose our Professional Services fee as follows:

Preliminary Design Phase:

A Fixed Fee of **Nineteen Thousand Dollars (\$19,000.00)**.

An Optional Additional Cost Estimating Fee of **Five Thousand Dollars (\$5,000.00)**. If Owner elects to utilize Williams Architects third party practitioner (FQC) Cost Estimating Services.

Balance of BASIC A&E SERVICES

Schematic Design / Design Development, Construction Documents, Bidding, Construction Administration:

Our fee will be based on the lowest qualified bid, including all additive alternates (accepted or non-accepted) at nine percent (9.0%). Furthermore, we shall be compensated at the aforementioned percentage for all additive Change Orders that are not a result of imperfections to the Instruments of Service.



Our Basic A&E Service Fees are broken down by the phases listed below:

Schematic Design /Design Development Phase	20%
Construction Documents Phase	45%
Bidding/Negotiations Phase	05%
Construction Phase	30%
Total	100%

Part 8 - ADDITIONAL SERVICES

Any Additional Services authorized by the Owner and approved in writing in accord with the Prime Agreement at the mutually acceptable and/or identified values will be based on the hourly rates identified in the rate table below, or at an agreed upon fixed fee. Rates are revised each year on 1 June. Our Consultant's rate schedules vary for each Consultant, but they are generally comparable to our own rates enclosed herein.

RATE TABLE

Principal II	\$ 250.00/Hour
Principal I	\$ 231.00/Hour
Associate Principal.....	\$ 216.00/Hour
Senior Associate/Senior Project Mgr.	\$ 212.00/Hour
Associate / Project Manager	\$ 193.00/Hour
Architect III	\$ 171.00/Hour
Architect II	\$ 158.00/Hour
Architect I	\$ 142.00/Hour
Senior Project Coordinator II.....	\$ 171.00/Hour
Senior Project Coordinator I.....	\$ 158.00/Hour
Project Coordinator IV.....	\$ 129.00/Hour
Project Coordinator III	\$ 118.00/Hour
Project Coordinator II	\$ 100.00/Hour
Project Coordinator I.....	\$ 86.00/Hour
Project Technician II.....	\$ 67.00/Hour
Project Technician I.....	\$ 51.00/Hour
Aquatic Engineer II.....	\$ 204.00/Hour
Aquatic Engineer I	\$ 155.00/Hour
Director of Marketing.....	\$ 190.00/Hour
Marketing Coordinator	\$ 138.00/Hour
Accounting	\$ 183.00/Hour
Secretarial	\$ 129.00/Hour
Clerical	\$ 91.00/Hour
Director of Interior Design	\$ 173.00/Hour
Interior Designer V	\$ 135.00/Hour
Interior Designer IV	\$ 113.00/Hour
Interior Designer III.....	\$ 88.00/Hour
Interior Designer II.....	\$ 75.00/Hour
Interior Designer I.....	\$ 51.00/Hour

Professional services excluded from our LOA and as defined in the Prime Agreement, shall be provided on an hourly or mutually agreed upon fee by the Owner and Architect in accordance with the rate table herein. Upon the Owner's request and approval of the same, with scope and fee as established and as mutually agreed upon between the Owner and Architect, we will document and commence with the Owner's desired Additional Services.



Part 9 - REIMBURSABLE EXPENSES

Project related expenses including travel, vehicle mileage, tolls, printing / copies, online plan room service fees, and postage / messenger / overnight courier are not included in our fee and are considered a reimbursable expense, which will be billed to the Owner at a 1.10 multiplier. We estimate reimbursable expenses to be approximately \$4,000 for this project. Detailed backup of all reimbursable expenses shall be submitted to the Owner with each invoice.

Part 10 - CLOSING

If you agree with the terms of this Letter of Agreement (LOA) for the Preliminary Design Phase of this Project, please sign and date below and return one original to our office. It is understood that the general terms of this Agreement are in keeping with the Architect's Standard of Care.

Furthermore, this Letter of Agreement outlines the business terms of the Basic A&E Services Phase of this Project. Upon Board approval of the Preliminary Design Phase, Williams Architects will proceed with a formal AIA Owner and Architect Agreement for remainder of professional services related to this Project. This LOA shall be included as Exhibit A to the formal Agreement. Thank you again for this wonderful opportunity to continue with our Professional Architectural Services to the Wheaton Park District and the good people which it serves. If you have any additional questions or comments, please do not hesitate to contact us at your earliest convenience.

Cordially,



Tom C. Poulos, AIA
CEO / Managing Principal

CC.: Sonja Sporleder / Williams Architects

ACCEPTED BY:

Michael J. Benard Executive Director

Printed Name and Title – Wheaton Park District Authorized Representative



Wheaton Park District Authorized Signature

2/21/2023
Date



TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Community Center Interior Renovations Project Phase 2
Parks Plus Fitness Center Equipment Bid

DATE: August 10, 2023



SUMMARY:

The Parks Plus Fitness Center is included as part of phase 2 of the Community Center Interior Renovations Project planned for the lower level of the Community Center. Staff, working with consultants, have developed a plan for this space and produced bid documents for the supply, delivery and setup of new fitness equipment. The scope of work also includes moving a portion of the existing equipment to the other end of the building for a temporary fitness area during construction, and removing the existing equipment when the project is complete.

Bid documents were made available on July 14th. Seven contractors received the bid. Bids were due on August 1, 2023. The results were as follows:

Contractor	Base Bid	Meets Specifications
Direct Fitness Solutions	\$498,412	Yes
Direct Fitness Solutions- Bid B	\$440,322	No
The Fitness Connection	\$409,785*	No

*Bid is missing lockers valued at \$31,000 in Direct Fitness bid. The total adjusted for this expense would be \$440,785.

PREVIOUS COMMITTEE/BOARD ACTION:

- As it has evolved, this project was reviewed and discussed during multiple Park Board Subcommittee meetings this year.
- A professional services / consulting agreement with Direct Fitness Solutions was approved at the February 15, 2023 Board meeting.
- Bid results were reviewed with Buildings and Grounds Subcommittee Chairman John Kelly on August 8, 2023.

REVENUE OR FUNDING IMPLICATIONS:

\$500,000 is budgeted for fitness center equipment within the 2023 Capital Budget.

STAKEHOLDER PROCESS:

The project team includes:

- Commissioners John Kelly and Ray Morrill.
- Staff Members Mike Benard, Vicky Beyer, Rob Sperl, Steve Hinchee, Mark Wagner, Dan Novak, Adam Lewandowski and Alex Diserio.

LEGAL REVIEW:

Our attorney was consulted on August 8, 2023 regarding the bids that did not meet the specifications and concurs with our recommendation.

Our legal counsel provided the front-end bid documents and sample legal agreement that will be used with the selected bidder.

ATTACHMENTS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff recommends that the Wheaton Park District Board of Commissioner's accept the base bid from Direct Fitness for an amount of \$498,412.

TO: Board of Commissioners

FROM: Andy Bendy Director of Special Facilities
Sue Wahlgren Director of Cosley Zoo

THROUGH: Mike Benard

RE: Timber Replacement

DATE: August 11, 2023



SUMMARY:

The Cosley Zoo is seeking to replace timber around the deer holding, wildlife holding and inside the raptor exhibits. These timbers are 26 and 30 years old and therefore, many are in poor condition. The timbers are used for containment, planting, and aesthetics (minimizing the impact of cement block structures).



Examples of
rotted timbers



REVENUE OR FUNDING IMPLICATIONS:

Budgeted funds totaling \$30,000 are currently available in 2023 non-capital assets.

Estimates from four contractors were received as follows:

Contractor	Best Way Landscaping	Busy Bee Landscaping*	Bear Landscaping	W.A. Management
	\$25,962	\$27,754.20	\$30,981	\$35,220

*The vendor did not provide an estimate for the raptor segment.

ATTACHMENTS:

Four proposals were acquired and are attached.

RECOMMENDATION:

Staff recommends hiring Best Way to complete the installation of the replacement timber for a total of \$25,962 along with a contingency of \$2,596.20

2023 Cosley Zoo Landscape Timber Replacement Request for Quote

Cosley Zoo 1356 N. Gary Ave., Wheaton, IL 60187

Request for Quote Sheet (This is NOT a bid – but Prevailing Wage rates do apply).

CONTRACTOR NAME:	Best Way Landscaping
-------------------------	----------------------

Contact: Brian Morrow, Project Planner 630-510-4975 bmorrow@wheatonparks.org

Scope of work:

- Remove and haul away existing 6 x 6 landscape timbers.
- Install new pressure treated 6 x 6 landscape timbers.
- Install dead mans and cribs in each timber wall bed to stabilize the timber walls.
- Install 4" perforated PVC drain tile with fabric sock in each timber wall bed.
- Install ¾" washed gravel for backfill in each timber wall bed to cover drain tile and form a base.
- Save and leave current plants in place whenever possible.
- Re-use existing soil in the beds.
- The Wildlife area timbers are a total of approximately 577 l.f.
- The Raptor area timbers are a total of approximately 165 l.f.
- The Deer area timbers are a total of approximately 479 l.f.
- The combined areas are a total of approximately 1221 l.f.

	Grand Total Amount
Grand Total – Replacing landscape timbers.	\$25962.00

The quantities provided by the owner are estimated and provisional and are given for the contractor's convenience as well as to provide a common basis for quoting. The contractor is responsible for verifying all estimated quantities and/or performing his or her own quantity take-off of work items.

The Project is subject to prevailing wage.

The contractor must supply Certificate of insurance.

2023 Cosley Zoo Landscape Timber Replacement Request for Quote

Cosley Zoo 1356 N. Gary Ave., Wheaton, IL 60187

Request for Quote Sheet (This is NOT a bid – but Prevailing Wage rates do apply).

CONTRACTOR NAME:	Busy BEE Landscaping/Handymann, LLC.
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Contact: Brian Morrow, Project Planner 630-510-4975 bmorrow@wheatonparks.org

Scope of work:

- Remove and haul away existing 6 x 6 landscape timbers.
- Install new pressure treated 6 x 6 landscape timbers.
- Install dead mans and cribs in each timber wall bed to stabilize the timber walls.
- Install 4" perforated PVC drain tile with fabric sock in each timber wall bed.
- Install ¾" washed gravel for backfill in each timber wall bed to cover drain tile and form a base.
- Save and leave current plants in place whenever possible.
- Re-use existing soil in the beds.
- The Wildlife area timbers are a total of approximately 577 l.f.
- The Raptor area timbers are a total of approximately 165 l.f.
- The Deer area timbers are a total of approximately 479 l.f.
- The combined areas are a total of approximately 1221 l.f.

	Grand Total Amount
Grand Total – Replacing landscape timbers.	\$27754.20 *

***The quote does NOT include the Raptor Area.**

The quantities provided by the owner are estimated and provisional and are given for the contractor's convenience as well as to provide a common basis for quoting. The contractor is responsible for verifying all estimated quantities and/or performing his or her own quantity take-off of work items.

The Project is subject to prevailing wage.

The contractor must supply Certificate of insurance.

2023 Cosley Zoo Landscape Timber Replacement Request for Quote

Cosley Zoo 1356 N. Gary Ave., Wheaton, IL 60187

Request for Quote Sheet (This is **NOT** a bid – but Prevailing Wage rates do apply).

CONTRACTOR NAME:	Bear Landscape Group 708 N Ardmore Ave. Villa Park, IL 60181
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Contact: Brian Morrow, Project Planner 630-510-4975 bmorrow@wheatonparks.org

Scope of work:

- Remove and haul away existing 6 x 6 landscape timbers.
- Install new pressure treated 6 x 6 landscape timbers.
- Install dead mans and cribs in each timber wall bed to stabilize the timber walls.
- Install 4" perforated PVC drain tile with fabric sock in each timber wall bed.
- Install ¾" washed gravel for backfill in each timber wall bed to cover drain tile and form a base.
- Save and leave current plants in place whenever possible.
- Re-use existing soil in the beds.
- The Wildlife area timbers are a total of approximately 577 l.f.
- The Raptor area timbers are a total of approximately 165 l.f.
- The Deer area timbers are a total of approximately 479 l.f.
- The combined areas are a total of approximately **1221 l.f.**

	Grand Total Amount
Grand Total – Replacing landscape timbers.	\$30981.00

The quantities provided by the owner are estimated and provisional and are given for the contractor's convenience as well as to provide a common basis for quoting. The contractor is responsible for verifying all estimated quantities and/or performing his or her own quantity take-off of work items.

The Project is subject to prevailing wage.

The contractor must supply Certificate of insurance.

2023 Cosley Zoo Landscape Timber Replacement Request for Quote

Cosley Zoo 1356 N. Gary Ave., Wheaton, IL 60187

Request for Quote Sheet (This is NOT a bid – but Prevailing Wage rates do apply).

CONTRACTOR NAME:

W. A. Management, Inc.

Contact: Brian Morrow, Project Planner 630-510-4975 bmorrow@wheatonparks.org

Scope of work:

- Remove and haul away existing 6 x 6 landscape timbers.
- Install new pressure treated 6 x 6 landscape timbers.
- Install dead mans and cribs in each timber wall bed to stabilize the timber walls.
- Install 4" perforated PVC drain tile with fabric sock in each timber wall bed.
- Install ¾" washed gravel for backfill in each timber wall bed to cover drain tile and form a base.
- Save and leave current plants in place whenever possible.
- Re-use existing soil in the beds.
- The Wildlife area timbers are a total of approximately 577 l.f.
- The Raptor area timbers are a total of approximately 165 l.f.
- The Deer area timbers are a total of approximately 479 l.f.
- The combined areas are a total of approximately 1221 l.f.

	Grand Total Amount
Grand Total – Replacing landscape timbers.	<i>\$35,220.00</i>

The quantities provided by the owner are estimated and provisional and are given for the contractor's convenience as well as to provide a common basis for quoting. The contractor is responsible for verifying all estimated quantities and/or performing his or her own quantity take-off of work items.

The Project is subject to prevailing wage.

The contractor must supply Certificate of insurance.