

**JOINT AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS,
WHEATON PARK DISTRICT,
AND TAYLOR STUDIOS, INC.
FOR PROFESSIONAL DESIGN SERVICES**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 15 day of May, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY"), the Wheaton PARK DISTRICT, a body corporate and politic, with offices at 102 E. Wesley St., Wheaton, Illinois (hereinafter referred to as the "PARK DISTRICT") and Taylor Studios, Inc., an Illinois corporation, located at 1320 Harmon Drive, Rantoul, Illinois, licensed to do business in the State of Illinois; (hereinafter referred to as the CONSULTANT). The COUNTY, PARK DISTRICT, and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties." The COUNTY and PARK DISTRICT are hereinafter referred to collectively as the "OWNERS."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "County Offices, Equipment and Expenditures" (55 ILCS 5/5-1106, et. seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the PARK DISTRICT by virtue of its power set forth in the "Park District Code" (70 ILCS 1205/1-1 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the PARK DISTRICT and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the OWNERS require professional design work services at the Heritage Gallery for the COUNTY ("the Heritage Project"), and

professional design work services at the DuPage County Historical Museum for the PARK DISTRICT ("the Museum Project") (hereinafter collectively referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional exhibit design services and is willing to perform the required services for an amount **not to exceed** \$120,000 in total. For purposes of the COUNTY and PARK DISTRICT's sharing of costs, \$75,000 shall be the responsibility of and paid by the PARK DISTRICT, and \$45,000 shall be the responsibility of and paid by the County. The County's initial commitment, however, shall be no more than \$30,000 for Initial Services contemplated at the time of execution hereof, with the remaining \$15,000 of the County's payment responsibility contingent on the County's granting further approval(s) for Additional Services, as outlined herein; and

WHEREAS, the CONSULTANT acknowledges that it is qualified in the design of exhibits to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A1 for the COUNTY's Heritage Project, and Exhibit A2 for the PARK DISTRICT's Museum Project, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibits for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the OWNERS when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the OWNERS or other groups and the CONSULTANT concerning the PROJECT.
- 2.3 The OWNERS may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the OWNERS is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the OWNERS to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any OWNERS' benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the OWNERS to the CONSULTANT.
- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals

licensed to practice by the State of Illinois in the applicable professional discipline.

- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the OWNERS except as by separate agreement.

3.0 NOTICE TO PROCEED

-BY THE COUNTY

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Deputy Director of Facilities Management (hereinafter referred to as the "Deputy Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair and PARK DISTRICT.

Authorization to proceed with various tasks described in Exhibit A1 will be given to the CONSULTANT by representatives of the Department of Facilities Management.

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

-BY THE PARK DISTRICT

- 3.4 Authorization to proceed shall be given on behalf of the PARK DISTRICT by the Executive Director in the form of a written

Notice to Proceed following execution of the AGREEMENT by the County Board Chair and PARK DISTRICT.

Authorization to proceed with various tasks **described in Exhibit A2** will be given to the CONSULTANT by the PARK DISTRICT's Executive Director or his/her designee.

- 3.5 In addition to the Notice to Proceed, the Executive Director, or his/her designee, may, on behalf of the PARK DISTRICT, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.
- 3.6 The CONSULTANT shall not perform additional work related to a submittal until the PARK DISTRICT has completed its review of the submittal, unless otherwise directed in writing by the Executive Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 With respect to each Project, the prior written approval of the COUNTY and/or PARK DISTRICT shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY/PARK DISTRICT ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY and/or PARK DISTRICT approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4

of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY and/or PARK DISTRICT on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the Heritage PROJECT after the COUNTY issues its written Notice to Proceed for work identified in Exhibit A1. The CONSULTANT shall commence work to meet the requirements for professional services on the Museum PROJECT after the PARK DISTRICT issues its written Notice to Proceed for work identified in Exhibit A2. The COUNTY and PARK DISTRICT are not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed, unless identified in Exhibit A1 or A2 and specifically agreed pursuant thereto.
- 5.2 Unless otherwise defined in Exhibit A1 or A2 the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY or PARK DISTRICT. All of the services required hereunder shall be completed by November 30, 2025, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the OWNERS or by any employee of the OWNERS or by changes ordered by the OWNERS, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the OWNERS upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

- 6.1 For work identified in Exhibit A1, the CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the

Deputy Director directs, the deliverables specified in Exhibit B.

- 6.2 For work identified in Exhibit A2, the CONSULTANT shall provide the PARK DISTRICT on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Executive Director directs, the deliverables specified in Exhibit B.

7.0 COMPENSATION

- 7.1. The OWNERS shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The OWNERS shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$120,000. This amount is a **"not to exceed"** amount. For purposes of the COUNTY's payment responsibility, the COUNTY will initially pay an amount not to exceed \$30,000 for CONSULTANT's Initial Services as outlined within Exhibit A1. Once the Initial Services are completed, the COUNTY shall have the option to either approve or reject such Additional Services as are reflected within Exhibit A1, in an amount not to exceed \$15,000. In the event the OWNERS direct the CONSULTANT to perform services which would cause the stated amount(s) to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY and PARK DISTRICT with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY or PARK DISTRICT at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the OWNERS for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved Work may include additional approved direct expenses not included herein. The OWNERS shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the OWNERS.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the OWNERS to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered with reference to each Project, including any allowable expenses, to the OWNERS. All invoices shall include a remittance address. The OWNERS shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the OWNERS. Separate invoices shall be submitted for each Project and each invoice shall also include a progress report that describes work completed on the specific Project for the

invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the OWNERS even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the OWNERS with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the OWNERS, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the OWNERS shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The OWNERS may not deny a properly documented claim for compensation, in whole or in part, without cause. The OWNERS shall pay all invoices pursuant to 50 ILCS 505/1 et seq., "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the OWNERS within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the OWNERS. The OWNERS reserve the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The OWNERS shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any

other remedies the OWNERS may have under the law or this AGREEMENT.

- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming: (1) the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187; and (2) Wheaton Park District, and its elected and appointed officers, officials, employees, and agents as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming: (1) the County of DuPage c/o the**

Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187; and (2) Wheaton Park District, and its elected and appointed officers, officials, employees, and agents as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY and the PARK DISTRICT copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY and PARK DISTRICT if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY and PARK DISTRICT of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY and/or PARK DISTRICT shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary

and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY and PARK DISTRICT, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY and PARK DISTRICT except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY and PARK DISTRICT. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY or PARK DISTRICT.

- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY and PARK DISTRICT as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY and PARK DISTRICT retain the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the Owners and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the CONSULTANT'S work, provided that any such claim, damage, loss or expense (i) is attributable

to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the CONSULTANT, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CONSULTANT shall similarly protect, indemnify and hold and save harmless the Owners, their officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CONSULTANT'S breach of any of its obligations under, or CONSULTANT'S default of, any provision of the Agreement.

- 9.2 The PARK DISTRICT and COUNTY shall each indemnify, hold harmless and defend the other, their officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the indemnifying body's negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.3 Nothing contained herein shall be construed as prohibiting the COUNTY and/or PARK DISTRICT, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.4 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the

OWNERS shall survive the termination, or expiration, of this AGREEMENT.

- 9.5 The OWNERS do not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The OWNERS are entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the OWNERS that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the OWNERS and meets the quality and standards commonly provided by similar professional engineering firms practicing in the County of DuPage and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the OWNERS. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the OWNERS' option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors,

omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the non-breaching parties shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Any party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the OWNERS' immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the OWNERS under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.0. An electronic copy of all applicable deliverables, in a format designated by the OWNERS' representative, shall be provided to the OWNERS.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the OWNERS which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The OWNERS acknowledge that the use of information that becomes the property of the OWNERS pursuant to Paragraph 12.2,

for purposes other than those contemplated in this AGREEMENT, shall be at the OWNERS' sole risk.

- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the OWNERS.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly

any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY and PARK DISTRICT are required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the OWNERS' award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must: (1) complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>); and (2) complete such form or questionnaire as designated by the PARK DISTRICT.**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by all parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on the OWNERS' designated form(s).

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on November 30, 2025 or to a new date agreed upon by the parties, or
 - (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The OWNERS are not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the OWNERS of their obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other form designated by the OWNERS, signed by all parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, any party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from

OWNERS at OWNERS' election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the OWNERS. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Any party may assign this AGREEMENT provided, however, the other parties shall first approve such assignment, in writing.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the 18th Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

Taylor Studios
1320 Harmon Dr
Rantoul, IL 61866
ATTN: President Brant Hendricks
Phone: 217.893.4874

DuPage County Facilities Management
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Deputy Director Tim Harbaugh
Phone: 630.407.5700

Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
ATTN: Executive Director Michael Benard
Phone: 630.510.4945

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 No party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the OWNERS shall be responsible for securing access for the CONSULTANT. In the

event the OWNERS cannot secure access for the CONSULTANT, the OWNERS shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The OWNERS shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the OWNERS' permission, or legal authority, to enter onto the property of a third party.

- 24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the OWNERS have obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to OWNERS' approval.
- 26.2 Reserved
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the OWNERS to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

Taylor Studios, Inc.


Deborah A. Conroy, Chair
DuPage County Board

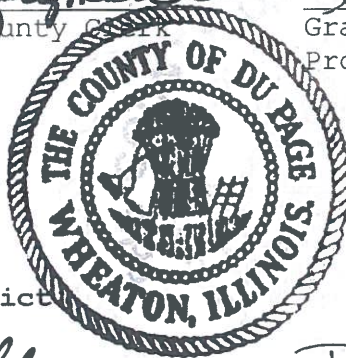

Brant Hendricks
President

ATTEST BY:

ATTEST BY:


Jean Kaczmarek, County Clerk


Grace Carroll
Proposal & Contract Manager



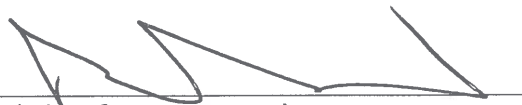
Wheaton Park District


John Kelly
Wheaton Park District
President


Brant Hendricks
President

ATTEST BY:

ATTEST BY:


Michael J. Benard
Executive Director


Grace Carroll
Proposal & Contract Manager

Exhibit A: SCOPE OF WORK

DuPage County Heritage Gallery and Wheaton Park District Enduring Values Gallery

Project Objective

Create design documents for both the Heritage Gallery, 887 square feet, and Enduring Values, 940 square feet. Define design direction, content creation, and budget estimates for both. Exhibits will be designed in tandem as they need to complement each other and not duplicate content.

Both designs will be discussed in depth with client team to determine the best direction forward. TSI will begin by starting with the design ideas that have already been prepped by the client and build from there. The design for Heritage Gallery would focus on DuPage County events organized chronologically. Stories would be told using artifacts mounted in existing cases. The design for Enduring Values would strive to recreate an early-twentieth-century Main Street with storefronts that represent well known buildings around DuPage County. Artifact cases would be mounted within the storefront windows along with various mechanical and digital interactives.

Overall Budget Estimate

Taylor Studios will Provide:

Design for Enduring Values & Heritage Gallery

- Resource Analysis
- Schematic Design
- Concept Workshop
- Survey & Focus Group Materials
- Concept Design

Initial Services Total: \$80,000*

*Estimated budget split between exhibits is \$50,000 Enduring Values and \$30,000 Heritage Gallery.

Additional Services Price to add on DD for Enduring Values [Wheaton Park District]: \$25,000

Additional Services Price to add on DD for Heritage Gallery [DuPage County]: \$15,000

Total including Additional Services for both exhibits through DD: \$120,000**

****Estimated budget split between exhibits is \$75,000 Enduring Values and \$45,000 Heritage Gallery.
*Written preapproval from Owners is required for Additional Services work to proceed.***

Exhibit A1: Project Tasks and Budget Detailed: Heritage Gallery [DuPage County]

The language included in Exhibit A is hereby incorporated and adopted into this Exhibit. Listed below are tasks that may be included in each phase.

Task	Details	TSI	Client
RA			
RA Questionnaire Development	Personalize questionnaire document for client	x	
Complete RA Questionnaire	Answer all questions and provide supporting material needed to start project including any building plans, artifact lists, master plans, etc.		x
Artifact Catalog	Client provides organize catalog of potential artifacts for exhibit, including photos and dimensions		x
Kickoff Call	Call with project manager and client teams to go over contract and deliverable dates	x	x
SD			
Workshop prep	TSI team will prep presentation for both sites	x	
Site Visits & Workshop	Client will provide tours of both locations. TSI will lead presentation and discussion to determine central themes, subthemes, design direction and graphic look. Will include on-site and off-site work.	x	x
Bubble Floor Plan	Exhibit subtheme areas defined on floor plan	x	
Exhibit Sketches	Black and white overview exhibit sketches	x	
Exhibit Narratives	Description of exhibits and visitor experience	x	
Copy Writing Styles	Writing style options for future exhibit copy	x	
Content Outline	Outline of subthemes and major storylines	x	
Graphic Look	Graphic color scheme, fonts, and major design elements	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
Public Survey Developed	Package design elements that client would like to send out as a survey to public	x	
Public Survey Distributed	Client distributes survey and collects data to send to TSI		x
Stakeholder Focus Group	Present and discuss design concepts to stakeholders at a 1-day meeting (½ of the meeting for HG and ½ for EV), Client to coordinate and plan focus group, TSI to facilitate	x	x
CD			
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	

Contract Exhibits – DuPage County Heritage Gallery and Enduring Values Gallery – Taylor Studios

Exhibit Floor Plan	Detailed floor plan with all exhibit elements labeled	x	
Exhibit Sketches	Exhibit Sketches that show updated design concepts	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
Content Outline	Detailed content outline including every topic that will be included in each exhibit area	x	
Graphic Templates	One of each type of graphic is designed with placeholder copy and imagery	x	
Artifact Schedule	List of artifacts to include in exhibit	x	
Graphic Schedule	List of graphics in exhibit including size and material	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
DD Add-alt	Subject to County preapproval		
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	
Exhibit Floor Plan	Detailed floor plan with dimensions	x	
Exhibit Sketches	All sketches updated and at least half are colored	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
CAD Drawings	Plan, Elevations, and Section views of exhibit walls and components with overall dimensions, graphic callouts and detail notes	x	
Finish Schedule	List of finishes used in exhibit, including any paint, stains, laminates, etc.	x	
A/V Wireframes	Overview of any a/v components and the story they tell	x	
Copy Document	Final copy for every graphic panel	x	
Graphic Templates	Graphic templates for every graphic	x	
Artifact Schedule	List of final artifacts to be used in exhibits and potential mounting methods	x	
Graphic Schedule	Final list of graphics in exhibit including size and material	x	
Draft Budget	Itemized budget	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Revisions	TSI will respond to feedback for Heritage Gallery and revise the deliverable prior to packaging up all final pieces	x	

Initial Services: Base Price of Heritage Gallery work, RA through CD: \$30,000

Additional Services: Alternate Price to add on DD for Heritage Gallery: \$15,000

Not-to-Exceed Total for Heritage Gallery: \$45,000

Exhibit A2: Project Tasks and Budget Detailed: Enduring Values [Wheaton Park District]

The language included in Exhibit A is hereby incorporated and adopted into this Exhibit. Listed below are tasks that may be included in each phase.

Task	Details	TSI	Client
RA			
RA Questionnaire Development	Personalize questionnaire document for client	x	
Complete RA Questionnaire	Answer all questions and provide supporting material needed to start project including any building plans, artifact lists, master plans, etc.		x
Artifact Catalog	Client provides organize catalog of potential artifacts for exhibit, including photos and dimensions		x
Kickoff Call	Call with project manager and client teams to go over contract and deliverable dates	x	x
SD			
Workshop prep	TSI team will prep presentation for both sites	x	
Site Visits & Workshop	Client will provide tours of both locations. TSI will lead presentation and discussion to determine central themes, subthemes, design direction and graphic look. Will include on-site and off-site work.	x	x
Bubble Floor Plan	Exhibit subtheme areas defined on floor plan	x	
Exhibit Sketches	Black and white overview exhibit sketches	x	
Exhibit Narratives	Description of exhibits and visitor experience	x	
Copy Writing Styles	Writing style options for future exhibit copy	x	
Content Outline	Outline of subthemes and major storylines	x	
Graphic Look	Graphic color scheme, fonts, and major design elements	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
Public Survey Developed	Package design elements that client would like to send out as a survey to public	x	
Public Survey Distributed	Client distributes survey and collects data to send to TSI		x
Stakeholder Focus Group	Present and discuss design concepts to stakeholders at a 1-day meeting (½ of the meeting for HG and ½ for EV), Client to coordinate and plan focus group, TSI to facilitate	x	x
CD			
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	

Contract Exhibits – DuPage County Heritage Gallery and Enduring Values Gallery – Taylor Studios

Exhibit Floor Plan	Detailed floor plan with all exhibit elements labeled	x	
Exhibit Sketches	Exhibit Sketches that show updated design concepts	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
Content Outline	Detailed content outline including every topic that will be included in each exhibit area	x	
Graphic Templates	One of each type of graphic is designed with placeholder copy and imagery	x	
Artifact Schedule	List of artifacts to include in exhibit	x	
Graphic Schedule	List of graphics in exhibit including size and material	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
DD Add-alt	Subject to Park District preapproval		
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	
Exhibit Floor Plan	Detailed floor plan with dimensions	x	
Exhibit Sketches	All sketches updated and at least half are colored	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
CAD Drawings	Plan, Elevations, and Section views of exhibit walls and components with overall dimensions, graphic callouts and detail notes	x	
Finish Schedule	List of finishes used in exhibit, including any paint, stains, laminates, etc.	x	
A/V Wireframes	Overview of any a/v components and the story they tell	x	
Copy Document	Final copy for every graphic panel	x	
Graphic Templates	Graphic templates for every graphic	x	
Artifact Schedule	List of final artifacts to be used in exhibits and potential mounting methods	x	
Graphic Schedule	Final list of graphics in exhibit including size and material	x	
Draft Budget	Itemized budget	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Revisions	TSI will respond to feedback for Enduring Values Gallery and revise the deliverable prior to packaging up all final pieces	x	

Initial Services: Base Price of Enduring Values work, RA through CD: \$50,000

Additional Services: Alternate Price to add on DD for Enduring Values: \$25,000

Not-to-Exceed Total for Enduring Values: \$75,000

Exhibit B: PROJECT DELIVERABLES

DuPage County Heritage Gallery and Wheaton Park District Enduring Values Gallery

Resource Analysis (RA) Questionnaire <i>[Initial Services]</i>	Document of questions created by TSI for client to complete prior to kicking off project. Answers determine what resources are available for design team to use.
Schematic Design (SD)* <i>[Initial Services]</i>	Digital pdf document that will include draft content outline, copywriting samples, floor plan, exhibit concept sketches and narratives and graphic look. This deliverable also includes a draft budget.
Concept Design (CD)* <i>[Initial Services]</i>	Digital pdf document that will include final content outline, updated floor plan, detailed exhibit sketches with updated narratives and specific graphic templates. This deliverable also includes an updated budget.
Detail Design (DD)** <i>[Additional Services subject to Owner preapproval]</i>	Digital pdf document that will include final floor plan, colored exhibit sketches with final narratives, CAD drawings, and final graphic templates. This deliverable also includes a word document of final copy and a final budget document.

*Deliverables include a 3-week review period, deliverable walk-through call, and some revisions. Review periods for Heritage Gallery and Enduring Values will be staggered.

** DD is listed as an Additional Services option for both projects in the budget breakdown.

Deliverable Overview and Timeline

Separate deliverables will be created for Enduring Values and Heritage Gallery. The projects will share a trip onsite for workshops. **A final detailed schedule will be developed once contract has been developed and signed. Dates here are subject to change based on completion date of final contract.**

Month	Enduring Values	Month	Heritage Gallery
May 2024	Contract Signed	May 2024	Contract Signed
June 2024	Resource Analysis & Kick Off	June 2024	Resource Analysis & Kick Off
Early July 2024	Workshop	Early July 2024	Workshop
July – September 2024	Schematic Design	July – August 2024	Schematic Design
Late September 2024	Survey & Focus Group	Late September 2024	Survey & Focus Group
Late October – Late December 2024	Concept Design	Late October – Early December 2024	Concept Design

Contract Exhibits – DuPage County Heritage Gallery and Enduring Values Gallery – Taylor Studios

TBD	Detail Design [Additional Services]	TBD	Detail Design [Additional Services]
TBD	Complete	TBD	Complete