

 **AIA**® Document B104® – 2017**Standard Abbreviated Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Thirteenth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187-5934

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

Williams Architects
500 Park Boulevard
Itasca, IL 60143
(630) 221-1212

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

Wheaton Park District Fieldhouse Feasibility Study

Feasibility study for potential new fieldhouse for Wheaton Park District as more fully described herein.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 INITIAL INFORMATION

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

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

The Project is a feasibility study to explore the possibility, design and cost to build a new fieldhouse which may include a synthetic turf field, multi-functional hard courts, facility support and related services. As more fully set forth in Architect's Letter of Agreement dated December 22, 2025 ("Architect's Proposal"), which is incorporated herein as Exhibit A, Architect shall provide services including Project Overview and Data Review, Space/Area Programming, Site Analysis, Design, Conceptual Design, Cost Estimate, and Final Report Deliverables.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 All consultant agreements between the Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultants to perform their scope of services in the same manner and to the extent that the Architect is bound to the Owner in accordance with this Agreement. The Architect shall timely pay all sums to its consultants in accordance therewith upon payment by Owner of such invoices and shall not cause or permit any liens or public bond claims to be placed by any such consultants against the property or funds of the Owner provided Owner has paid Architect the sums due to the Architect's consultants in accordance with this Agreement. The Architect will provide Owner current waivers and releases of lien from Architect on account of the payment sought in the invoice, and for Architect's consultants, the Architect will provide Owner lien waivers for the prior payment paid to them in the performance of its services. To the fullest extent permitted by law, Architect shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of Architect's consultants of any tier provided that the amount liened or claimed has been paid by Owner to Architect and Architect has failed to make payment to its consultant. This obligation shall survive the termination or expiration of this Agreement. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner and Owner's Board of Commissioners, time limits established by the schedule shall not, except for reasonable cause, or by subsequent written agreement of the Parties, be exceeded by the Architect or Owner. With the Owner's prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.2 Design Phase Services

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

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

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

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

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

§ 3.3 Construction Documents Phase Services

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

§ 3.3.3 The Architect shall submit the Concept Plan/Design Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Concept Plan/Design Documents, drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or the Owner's business). Provided the Owner is not in default under this Agreement, the Owner owns the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights, and the Architect hereby waives all common law, statutory and other reserved rights, including copyrights, in and to the Instruments of Service (with the exception of standard design elements, architectural design elements, architectural details, and industry or trade specifications which are not unique to the Owner or the Owner's business). Provided the Owner is not in default under this Agreement, the Owner may use the Instruments of Service for future additions or alterations to this Project or for other projects, which use shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. Notwithstanding the foregoing, the Architect retains the right to use standard design elements and architectural details which are neither unique to the Owner or the Project or related to the business of the Owner. Furthermore, the Owner shall indemnify the Architect and the Architect's consultants from the Owners use of the Instruments of Service

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Dispute Resolution

§ 8.2.3 The method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

In the event of litigation between the parties to this Agreement, the prevailing party as determined by the court or tribunal shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party. The exclusive jurisdiction and venue for any litigation shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties to this Contract hereby waive any challenge to same, and further consent to venue in, and jurisdiction of, said Court. This paragraph shall not limit Architect's obligations or liabilities under Section 12.7 of this Agreement or permit Architect to claw back or recover amounts paid by Architect pursuant to Section 12.7 of this Agreement.

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 The Owner may suspend the Architect's Services at the Owner's convenience and without cause at any time upon written notice to the Architect. If the Owner suspends the Architect's Services, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. If the Architect's Services are suspended for more than thirty (30) consecutive days, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the Services in accordance with this Agreement, for breach by the Architect of any provision of this Agreement, or for any other reason which is the fault of the Architect.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to termination, Reimbursable Expenses properly incurred and documented. Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all in-progress and final documents prepared by Architect in the performance of its Services under this Agreement.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

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

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. Such expiration shall not affect right under this Agreement that have accrued at the time of expiration or my later accrue.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

\$22,800.00.
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

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

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

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

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall not be paid by Owner unless Owner and Architect agree in writing to the compensation to be paid for Architect’s consultants before the Architect’s consultants provide Supplemental or Additional Services.

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

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As set forth in Architect’s Proposal.

| Employee or Category | Rate |
|----------------------|------|
|----------------------|------|

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

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

§ 11.9.2 Progress Payments

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

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

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

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

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§12.1 Omitted.

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

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

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

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

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

§12.7 To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner and its officers, officials, and employees, (hereinafter "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible

property, other than the work itself, including the loss of use resulting therefrom and (ii) to the extent caused by any negligent or willful act or omission of the Architect, Architect's consultants and sub-consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the negligent or willful acts or omissions of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect's obligations under this paragraph shall survive the termination of this Agreement.

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

§12.8 Architect hereby makes the following certifications:

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

.2 Architect shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; and 2) workers' compensation.

.3 To the best of Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record, and no individual employed or retained by Architect has been convicted of a crime that would make the individual ineligible to be employee by Owner in accordance with 70 ILCS 1205/8-23.

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

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

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

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

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT


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

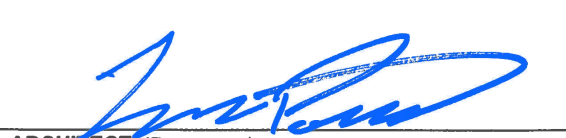
§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A: Architect's Letter of Agreement dated December 22, 2205
Exhibit B: Insurance requirements
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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


OWNER (Signature) *Michael Benson*
Executive Director


ARCHITECT (Signature)

BY: Michael Benard, Executive Director

(Printed name and title)

BY: Tom C. Poulos, Managing Principal

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



22 December 2025

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

Re: Wheaton Park District / New Fieldhouse Study
Professional Pre-Design and Future Basic Architectural & Engineering (A & E) Services
WA PROJECT NO. 2025-383

LETTER OF AGREEMENT (LOA)

Dear Steve:

Thank you for the opportunity to service your needs, as it relates to the above captioned subject matter. To that end, Williams Architects is delighted to provide the Wheaton Park District with this Letter of Agreement (LOA), outlining our understanding of the opportunity to work with you, your staff and your Board on the Wheaton Park District New Fieldhouse Study. We look forward to a wonderful professional working relationship together on this Project.

The proposed services within the LOA herein will provide the Wheaton Park District with the proper information to make informed decisions. Furthermore, we will refine and incorporate the fundamental Project requirements and associated Project costs into the Project for the Board's review and action / approval. Upon potential Project approval for implementation, the results of this study will provide a seamless transition into formal Basic Architecture and Engineering (A & E) Services in accordance with the approved and selected scope / budget for the Project. Please find enclosed a summary of the business terms associated with the 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 this study.

We have outlined the highlights of our proposed professional services and associated fees to perform Pre-Design Services as identified herein. The LOA outlines our proposed understanding of the A & E Services, associated fees and, a preliminary schedule for the Project. Please refer to the pages that follow for additional detail. We want to extend our services to you in an innovative manner for your consideration and approval.

ARCHITECTURAL TEAM MEMBERS

The following team members represent the Williams Architects critical Management Team; however, the services of many other Williams Architects talented professional and technical staff beyond those noted herein will also be utilized:

- Tom Poulos / Principal-in-Charge / Project Principal-In-Charge
- Andreas Symeonides / Project Manager
- Rocco Castellano / Project Designer

CONSULTING ENGINEERS

For the purposes of this study, Williams Architects will serve as the planning and design lead. Therefore, no subconsultants are needed or have been retained for these services. Williams Architects forty plus years of local and national experience in this project type will result in a design for your Project that is aesthetically appealing, cost sensitive and functional in scope.

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

Due to the expanding and changing demands of the Wheaton Park District, the Park District seeks to explore the opportunity of a new Fieldhouse to serve the District.

The Fieldhouse would include one synthetic turf field (size to be determined based on site parameters), multi-functional hard courts that site could accommodate, facility administration, customer service, and necessary facility support. The study will identify the cost to build and the general dimensions of the building at a very high level. The District has identified a potential place to build, just north of the Ray Morrill Community Center. The District recently purchased a wedge-shaped property that was previously a church. There may be areas directly south where project design could encroach on the pool and the previous site of houses (now a small parking lot).

The following narrative and scope of services to be performed by Williams Architects shall be completed in accordance with generally accepted standards of the practice and shall include the services and instruments of service to complete the following tasks:

PRE-DESIGN ARCHITECTURAL & ENGINEERING (A & E) SERVICES: (Four (4) total meetings)

1) Perform Project Overview & Data Review / Kick-off:

We will review the details of the work plan with the Owner's Senior Staff and other participants deemed appropriate by the Owner's identified Project Manager. We will review and assess all information/data provided by the Owner, along with the strengths and weaknesses associated with the same. We will follow the aforementioned with a Project kick-off meeting which will address the following:

- Identify Project Team and Project Managers (Owner and Project Consulting Team).
- Review and establish comprehensive project timeline.
- Review Owner documentation and assess / validate the same.
- Review our methodology contained in the scope of services herein and agree on the implementation strategies regarding the same.
- Identify additional data / documentation (data collection) to be provided by Owner for Williams Architects to review.

The aforementioned will determine the critical success factors and performance outcomes.

2) Space/Area Programming:

Work with appropriate department heads to develop a Facility Space / Area Program, which is derived from our proprietary and comprehensive database of previous studies on this highly specialized project type, in order to ensure there are no gaps or overlaps between program areas and the associated space requirements for the Project needs. We will utilize that information to finalize a program that lists every space and area necessary to meet all of the Project's functional needs. Additionally, we will:

- Meet with the representatives and potential partners of the client to review their program needs and establish / document the same as required.
- Establish and review the Owner's initial Project budget thoughts / expectations, and describe anticipated scope of work, as it relates to the site and facilities program elements / areas.
- Present data that will define the facility's areas, function, spatial relationships, and initial order of magnitude cost.

- Prioritize the space in terms of need, use and operation.
- Include precedent photos and / or diagrams / templates for the core program elements of the Project.

Includes one (1) meeting.

3) **Site Analysis / Design:**

We will conduct a high-level preliminary planning evaluation of the site. This process will consist of the following:

- Review all available site documentation provided by the Wheaton Park District's staff for potential facility location and design parameters.
- Schedule a half day to tour to photograph, document, discuss, and understand the particulars of the site for the proposed Project improvements.
- Assess potential site issues to include utilities, storm water, site topography, site access, location, compatibility, and other related site parameters.
- Discuss the sites, facility / amenity site needs, and to determine criteria that will be used to judge the comparative benefits of the proposed facility improvements and location(s).
- Investigate the site to include a preliminary review of constructability, visibility, available utilities, preliminary zoning impact, street access, pedestrian and vehicular access and community presence / impact.
- Conduct a preliminary storm water investigation of potential impact / issues at the site and discuss our findings with the Owner, along with any potential ordinances impacting the site.
- Review the location of the site relative to its impact on the Owner's operations. We will also review the Owner provided existing soils borings, environmental assessments and survey information currently available.
- Provide site design with regards to the location of the facility and associated site amenities. This will be reviewed with the Owner and incorporated into a refined site solution, which will be integrated seamlessly with the facility Conceptual Design (Task 4) for the Project.
- Present the Site Analysis / Design findings to the Owner in concert with the facility Conceptual Design (Task 4) at the appropriate stages of the Project.

Includes one (1) meeting.

4) **Conceptual Design**

We will provide the professional Architectural and Planning services required to address the Project. We will provide a design solution for the Owner's review and incorporate comments elicited through this process (2 revisions total), evolving the concept into a directional solution, with representative set of Concept Design drawings and documents. We will attend regularly scheduled meetings, per the allocation noted herein, to discuss and develop the Concept Design. We will provide a preliminary order of cost magnitude budget to assist the Owner with the budgeting goals of the Project. Once the Owner is satisfied with the Conceptual Design Plan, we will prepare presentation quality renderings and will attend a regular Board meeting to present the design solution attained.

Final Concept Design Deliverables:

- Colored Site Plan(s)
- Colored Floor Plan(s)
- Optional Additional Services: if Owner desired and directed, quality level, quantity and associated professional service fees to be determined and mutually agreed upon
 - Interior Concept Design Rendering (See Attached Exhibit A)
 - Exterior Concept Design Rendering (See Attached Exhibit A)

Includes one (1) meeting, and one (1) final Board Meeting presentation.

5) **Project Capital Cost Estimate:**

The basic premise behind our approach to cost management is collaborative and evaluates all facets of the Project from the performance of 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. In the Conceptual Layout and Design Phase of this Project we will provide a preliminary order of magnitude cost estimate for the proposed solution which addresses:

- Site preparation, amenities and infrastructure costs
- Facility elements and systems.
- Other related Project Hard and Soft Costs to provide a Total Project Budget

The final preliminary order of magnitude cost estimate will support the Final Conceptual Design.

6) **Final Report Deliverables:**

We will provide a synthesis of all the identified Tasks with the Pre-Design study services herein and incorporate them into a packet of deliverables for our instruments of service, as well as participate in the presentation of the report to the Wheaton Park District meeting. The Final Study / Deliverables (instruments of service) shall consist of:

- One (1) digital executive summary report with pertinent exhibits, attachments, and back-up documentation from the study.
- Colored and / or rendered conceptual presentation drawings as identified in the Conceptual Design Task.
- One final presentation of the report as identified in the Conceptual Design Task.

BASIC ARCHITECTURAL & ENGINEERING (A & E) SERVICES:

When the Wheaton Park District determines it is feasible to move forward with the implementation on the New Fieldhouse, Williams Architects is prepared to proceed with Basic Architectural & Engineering Services (Schematic Design to Construction Administration).

PROJECT SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

Williams Architect's 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. Utilizing Williams' proprietary Box Matrix Schedule tool and the Preliminary Project Schedule, we will work in conjunction with the Owner and our consultant team to outline a detailed schedule for each phase of the Project. The Box Matrix Schedule includes activities and milestones, project meetings, and tasks to be completed by each party in advance of each meeting or milestone. This tool is used to communicate expectations / commitments, manage the overall schedule, and monitor the incremental tasks required by each party. The Matrix is updated and reviewed at each team meeting. We will work with 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, which is subject to review and mutually acceptable to the Owner and Architect as follows:

Preliminary Project Schedule:

To Be Determined

TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the Wheaton Park District shall be paid on a fee basis, as described below, for the Scope of Services outlined herein and reformed in accordance with the below noted compensation breakdown. The Architect shall bill the Owner on a monthly basis for the percentage of services / work performed for the previous month’s time. Time will be in accord with the enclosed Rate Table. Furthermore, as a result of our familiarity with this Project type, the funds available to the Wheaton Park District and the initial understanding of the Wheaton Park District desired scope of services, we respectfully propose our Professional Services fees as follows:

Pre-Design A & E Services Fee:

A Lump Sum Fee of \$ 22,800 plus Reimbursable Expenses.

Basic Architectural & Engineering Services at a mutually agreed upon fee, based on Owner approved Project scope and budget, under a separate AIA Agreement mutually acceptable to both Owner and Architect.

Our base services work will be provided on a percentage of work completed basis from the rate table below. Any Additional Services authorized by the Owner and approved in writing will be provided on an hourly basis from the rate table below. Our Consultant’s rate schedules vary for each Consultant, but they are generally comparable to our own rates enclosed herein.

**2025 / 2026
Rate Table**

| | |
|--|----------------|
| Managing Principal | \$ 268.00/Hour |
| Senior Principal | \$ 248.00/Hour |
| Principal..... | \$ 241.00/Hour |
| Associate Principal | \$ 239.00/Hour |
| Senior Associate/Senior Project Mgr..... | \$ 239.00/Hour |
| Associate / Project Manager | \$ 217.00/Hour |
| Architect III | \$ 192.00/Hour |
| Architect II..... | \$ 178.00/Hour |
| Architect I..... | \$ 159.00/Hour |
| Senior Project Coordinator II | \$ 192.00/Hour |
| Senior Project Coordinator I | \$ 178.00/Hour |
| Project Coordinator IV | \$ 145.00/Hour |
| Project Coordinator III..... | \$ 133.00/Hour |
| Project Coordinator II | \$ 112.00/Hour |
| Project Coordinator I | \$ 99.00/Hour |
| Project Technician II | \$ 75.00/Hour |
| Project Technician I | \$ 58.00/Hour |
| Aquatic Engineer II | \$ 229.00/Hour |
| Aquatic Engineer I | \$ 175.00/Hour |
| Director of Marketing | \$ 214.00/Hour |
| Marketing Coordinator | \$ 155.00/Hour |
| Accounting..... | \$ 206.00/Hour |
| Secretarial | \$ 145.00/Hour |
| Clerical | \$ 103.00/Hour |
| Director of Interior Design | \$ 194.00/Hour |
| Interior Designer V..... | \$ 152.00/Hour |
| Interior Designer IV..... | \$ 128.00/Hour |
| Interior Designer III..... | \$ 99.00/Hour |
| Interior Designer II..... | \$ 84.00/Hour |
| Interior Designer I..... | \$ 58.00/Hour |

REIMBURSABLE EXPENSES

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.10 multiplier. Project related Reimbursable Expenses include such items as travel, vehicle mileage, tolls, printing, copies, photography, renderings / slides, phones & fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc..

CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or that noted within this LOA can be provided on an hourly, or mutually agreed upon fixed fee basis 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 the Owner's desired Contingent Specialty and Optional Additional Services selected and approved by the Owner.

CLOSING

If you agree with the terms of this Letter of Agreement (LOA), please sign and date below and return one original to our office. We are ready to start our services immediately. It is understood that the general terms contained within this LOA are as per the Architect's Standard of Care.

If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Tom C. Poulos, AIA, NCARB
CEO / Managing Principal

Encl: Exhibit A, Williams Graphic Level of Design Summary

Cc: Sonja Sporleder / Williams Architects

ACCEPTED BY:

Printed Name and Title – Wheaton Park District Authorized Representative

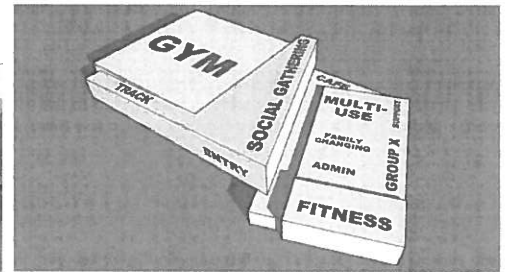
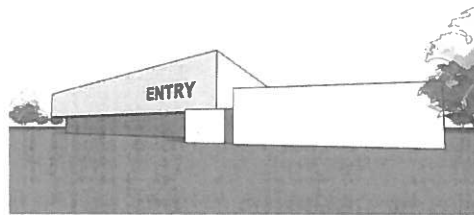
Wheaton Park District Authorized Signature

Date



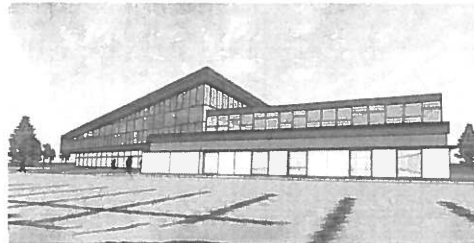
LEVEL 1

- Architectural Diagrams to express:
- building footprint & site relationships
 - massing, adjacencies and stacking
 - solid vs transparency



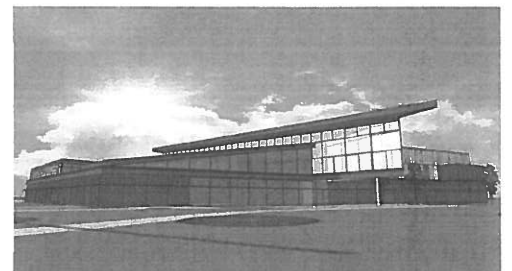
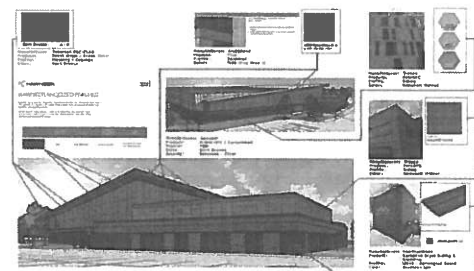
LEVEL 2

- Architectural Enhancement to express:
- form/style direction
 - architectural articulation
 - datum lines and motif



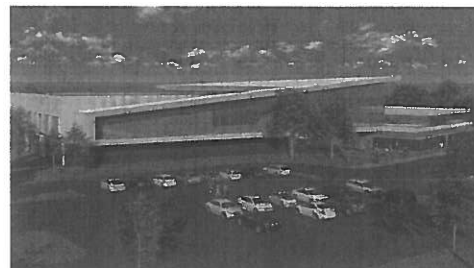
LEVEL 3

- Applied Materiality to express:
- building construction
 - defined materials and product investigation
 - color and texture



LEVEL 4

- Photorealistic Render to express:
- final aesthetic
 - expected real world outcome
 - marketing opportunities



WILLIAMS GRAPHIC LEVEL OF DESIGN

Level 2 - Architectural Enhancement

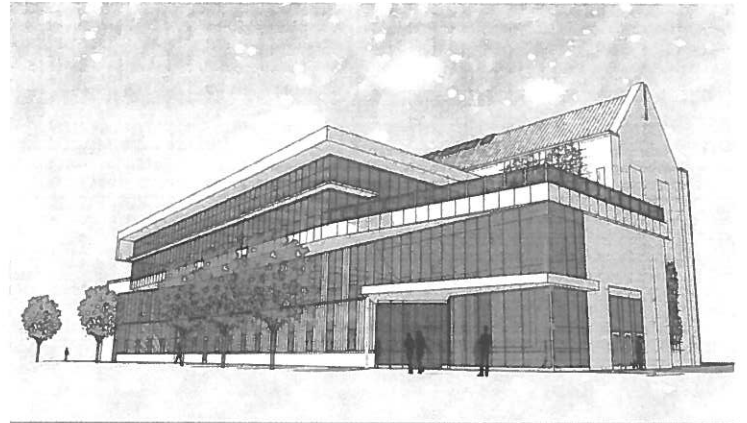
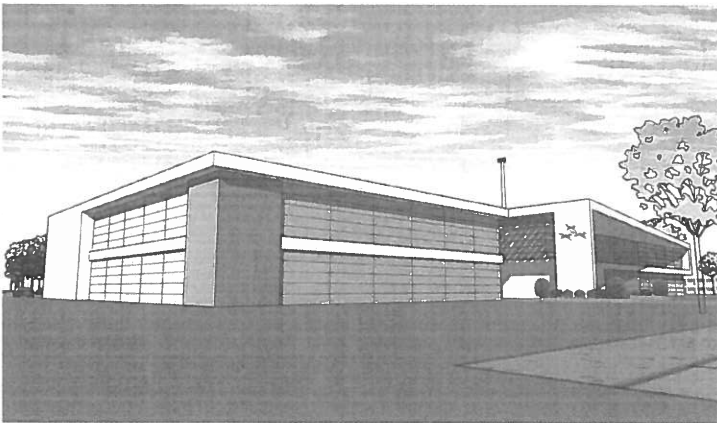
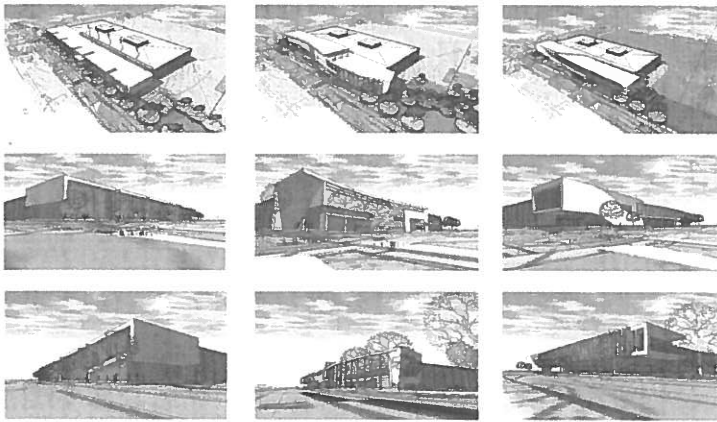
DESCRIPTION

Level 2 design is the next step from a simple massing diagram. These models will begin to define the overall architectural style for the building. Architectural components such as main entries, canopies, and atriums become more developed to define key features and datum lines will be established to bring logic to the design and arrangement of architectural fenestration. The goal is to provide a series of design intents and options so the client can confirm final design direction.

Models will be monochromatic with color to express glazing. A conceptual site plan will typically be combined with the model and shown in perspective views. People and site entourage may be added to express scale.

An enhanced architectural model can be used to show axonometric cut-away plans and sections of the building to show the interior elements of the building organization.

The use of Level 2 designs may be used in our Interviews and Schematic Design.



WILLIAMS GRAPHIC LEVEL OF DESIGN

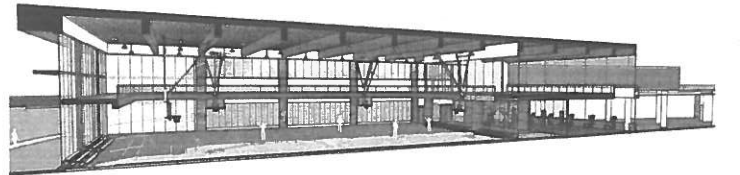
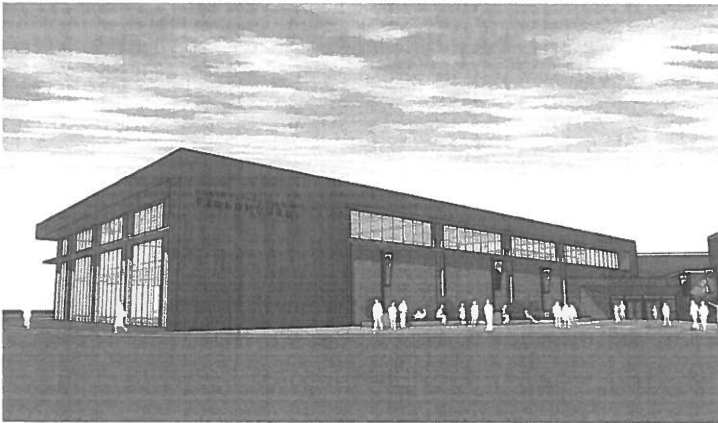
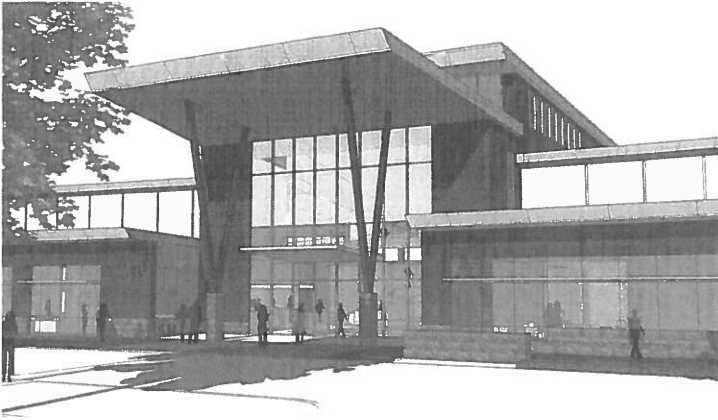
Level 3 - Applied Materiality

DESCRIPTION

Level 3 design will introduce materiality and texture to the form of the building. Designers will research and select exterior finish, along with the manufacturer's color options and prepare a visual diagram on how these elements become incorporated in the design. This becomes a vital tool to convey the general look of the building so the client can approve the overall aesthetic.

The models will maintain a sketchy conceptual appearance to express the color palette of the project. High level landscaping, monumental expressions, and signage opportunities can be explored.

The use of Level 3 designs may be used in Schematic Design and for client marketing purposes.



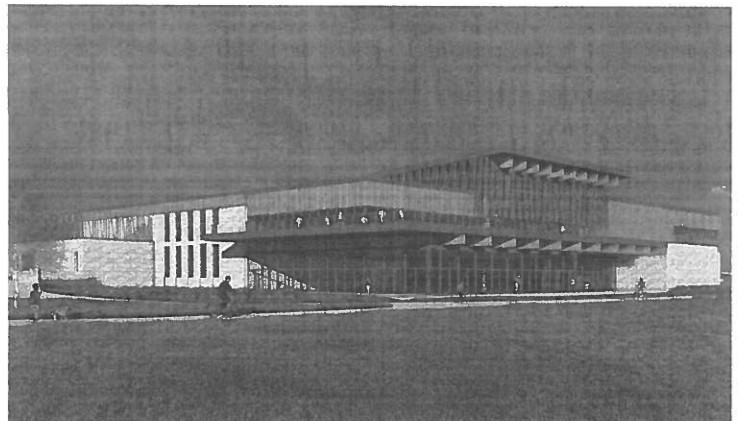
WILLIAMS GRAPHIC LEVEL OF DESIGN

Level 4 - Photorealistic Rendering

DESCRIPTION

Level 4 design will provide photorealistic imagery that will allow users and stakeholders to visualize space, understand the project, and be captivated by its design. The model will be fully developed along with entourage, and can be used to generate views of the approach, key architectural features, social gatherings or events, and the architecture in real daylight and evening scenarios.

Architectural renderings are a valuable design and visualization asset that motivates and excites clients and its users. Typically these images will be used to promote the project to the public or to seek sponsorship opportunities.



Insurance Requirements

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

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

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

General Insurance Provisions

1. **Evidence of Insurance:** Prior to beginning work, Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. Architect shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

2. **Acceptability of Insurers:** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.
3. **Cross-Liability Coverage:** If Architect's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Architect may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers, and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
5. **Subcontractors:** Architect shall cause each subcontractor employed by Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

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

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

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Changes to original AIA text

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~~§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~ Project is a feasibility study to explore the possibility, design and cost to build a new fieldhouse which may include a synthetic turf field, multi-functional hard courts, facility support and related services. As more fully set forth in Architect's Letter of Agreement dated December 22, 2025 ("Architect's Proposal"), which is incorporated herein as Exhibit A, Architect shall provide services including Project Overview and Data Review, Space/Area Programming, Site Analysis, Design, Conceptual Design, Cost Estimate, and Final Report Deliverables.

~~§ 1.32 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall by subsequent written agreement appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~

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

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~~§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of, at no additional expense to the Owner, maintain insurance at least meeting the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:~~

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

- ~~.1 General Liability~~
—
- ~~.2 Automobile Liability~~
—
- ~~.3 Workers' Compensation~~
—
- ~~.4 Professional Liability~~
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in the Insurance Requirements attached hereto as Exhibit B..

§ 2.3 All consultant agreements between the Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultant's to perform their scope of services in the same manner and to the extent that the Architect is bound to the Owner in accordance with this Agreement. The Architect shall timely pay all sums to its consultants in accordance therewith upon payment by Owner of such invoices and shall not cause or permit any liens or public bond claims to be placed by any such consultants against the property or funds of the Owner provided Owner has paid Architect the sums due to the Architect's consultants in accordance with this Agreement. The Architect will provide Owner current waivers and releases of lien from Architect on account of the payment sought in the invoice, and for Architect's consultants, the Architect will provide Owner lien waivers for the prior payment paid to them in the performance of its services. To the fullest extent permitted by law, Architect shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of Architect's consultants of any tier provided that the amount liened or claimed has been paid by Owner to Architect and Architect has failed to make payment to its consultant. This obligation shall survive the termination or expiration of this Agreement. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Architect.

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

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

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner and Owner's Board of Commissioners, time limits established by the schedule shall not, except for reasonable cause, or by subsequent written agreement of the Parties, be exceeded by the Architect or Owner. With the Owner's prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

~~§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.~~

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

§ 3.3.3 The Architect shall submit the Construction Concept Plan/Design Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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

§ 3.4 Construction Phase Services

§ 3.4.1 General

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

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such

amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

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~~§ 3.4.3.2~~ The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

~~§ 3.4.4 Submittals~~

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

~~§ 3.4.4.2~~ If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

~~§ 3.4.5 Changes in the Work~~

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

~~§ 3.4.6 Project Completion~~

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

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

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

~~§ 5.3~~ The3 To the extent possessed by the Owner and upon request of the Architect, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

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

~~§ 5.6~~ The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

~~§ 5.7~~ The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

~~§ 5.9~~ The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

~~§ 5.10~~ Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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

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

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

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

- ~~.1~~ give written approval of an increase in the budget for the Cost of the Work;
- ~~.2~~ authorize rebidding or renegotiating of the Project within a reasonable time;
- ~~.3~~ terminate in accordance with Section 9.5;
- ~~.4~~ in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- ~~.5~~ implement any other mutually acceptable alternative.

~~§ 6.7~~ If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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

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

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

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

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

~~§ 7.5~~ Except as otherwise stated in Section 7.3, the Concept Plan/Design Documents, drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or the Owner's business). Provided the Owner is not in default under this Agreement, the Owner owns the Instruments of Service

and shall retain all common law, statutory and other reserved rights, including copyrights, and the Architect hereby waives all common law, statutory and other reserved rights, including copyrights, in and to the Instruments of Service (with the exception of standard design elements, architectural design elements, architectural details, and industry or trade specifications which are not unique to the Owner or the Owner's business). Provided the Owner is not in default under this Agreement, the Owner may use the Instruments of Service for future additions or alterations to this Project or for other projects, which use shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. Notwithstanding the foregoing, the Architect retains the right to use standard design elements and architectural details which are neither unique to the Owner or the Project or related to the business of the Owner. Furthermore, the Owner shall indemnify the Architect and the Architect's consultants from the Owners use of the Instruments of Service

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

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

§ 8.1.1 The Owner and Architect shall commence all claims and causes Causes of action against by the other and arising out of or related parties to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1 pertaining to the performance and/or breach of this Agreement shall be deemed to have accrued and the applicable statutes of limitation and repose shall operate as provided by Illinois law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.2 Mediation

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

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

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

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

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

event of litigation between the parties to this Agreement, the prevailing party as determined by the court or tribunal shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party. The exclusive jurisdiction and venue for any litigation shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties to this Contract hereby waive any challenge to same, and further consent to venue in, and jurisdiction of, said Court. This paragraph shall not limit Architect's obligations or liabilities under Section 12.7 of this Agreement or permit Architect to claw back or recover amounts paid by Architect pursuant to Section 12.7 of this Agreement.

§ 9.1 If the Owner fails to make payments to the Architect for services and properly performed and billed to the Owner and expenses in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, and said invoices for services and/or expenses are not in dispute, such failure shall be considered cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services Prior to such suspension, the Architect shall give at least seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due, or such other sums as agreed by the parties to be due, prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules for performance of the Architect's Services shall be equitably adjusted if such suspension exceed thirty (30) consecutive days.

§ 9.2 The Owner may suspend the Architect's Services at the Owner's convenience and without cause at any time upon written notice to the Architect. If the Owner suspends the Project Architect's Services, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's Services are suspended for more than thirty (30) consecutive days, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the Services in accordance with this Agreement, for

breach by the Architect of any provision of this Agreement, or for any other reason which is the fault of the Architect.

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. Such expiration shall not affect right under this Agreement that have accrued at the time of expiration or my later accrue.

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

§ 10.1 This Agreement shall be governed by the law of Illinois. In the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern. Section 8.3 event either party initiates litigation regarding or under this Agreement, the exclusive jurisdiction and venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties hereby consent to the exclusive jurisdiction of and the proper venue in said Court and waive any challenge to same. Nothing contained in this Agreement shall be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

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

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall not be the amount invoiced to the Architect plus percent (%), or as follows: paid by Owner unless Owner and Architect agree in writing to the compensation to be paid for Architect's consultants before the Architect's consultants provide Supplemental or Additional Services.

- ~~.8~~ Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ Site office expenses; and
- ~~.11~~ Other similar Project related expenditures.

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

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~

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

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

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

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

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

§12.1 Omitted.

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

by amendment.

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

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

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

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

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§12.7 To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner and its officers, officials, and employees, (hereinafter "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) to the extent caused by any negligent or willful act or omission of the Architect, Architect's consultants and sub-consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the negligent or willful acts or omissions of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect's obligations under this paragraph shall survive the termination of this Agreement.

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

§12.8 Architect hereby makes the following certifications:

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

.2 Architect shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; and 2) workers' compensation.

.3 To the best of Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record, and no individual employed or retained by Architect has been convicted of a crime that would make the individual ineligible to be employed by Owner in accordance with 70 ILCS 1205/8-23.

.4 Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Architect has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Architect's internal complaint process including penalties; (v) the legal recourse, investigative and

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

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

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

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

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

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

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

Exhibit B: Insurance requirements

Variable Information

PAGE 1

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

Wheaton Park District

102 East Wesley Street
Wheaton, IL 60187-5934

Williams Architects

500 Park Boulevard
Itasca, IL 60143

(630) 221-1212

Wheaton Park District Fieldhouse Feasibility Study

Feasibility study for potential new fieldhouse for Wheaton Park District as more fully described herein.

PAGE 2

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. Project is a feasibility study to explore the possibility, design and cost to build a new fieldhouse which may include a synthetic turf field, multi-functional hard courts, facility support and related services. As more fully set forth in Architect's Letter of Agreement dated December 22, 2025 ("Architect's Proposal"), which is incorporated herein as Exhibit A, Architect shall provide services including Project Overview and Data Review, Space/Area Programming, Site Analysis, Design, Conceptual Design, Cost Estimate, and Final Report Deliverables.

PAGE 8

[X] Litigation in a court of competent jurisdiction

PAGE 10

N/A

N/A

PAGE 11

\$22,800.00.

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

PAGE 12

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

As set forth in Architect's Proposal.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. Reimbursable Expenses shall

not exceed \$1,000 without prior written approval of Owner.

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

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Exhibit A: Architect's Letter of Agreement dated December 22, 2205

Exhibit B: Insurance requirements

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, BRIAN J. ARMSTRONG, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:30:42 CST on 02/13/2026 under Order No. 20250115534 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, BRIAN J. ARMSTRONG, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:30:42 CST on 02/13/2026 under Order No. 20250115534 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

Attorney

(Dated)

February 13, 2026