

14 February 2023

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

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

LETTER OF AGREEMENT (LOA)

Dear Mike:

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

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

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

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Part 1 - PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

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

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

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

Part 2 - PROPOSED ARCHITECTURAL TEAM MEMBERS AND ROLES

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

Tom C. Poulos - Principal-in-Charge:

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

Andy Dogan - Principal & Concept Design Phase Manager:

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

Scott Morlock – Managing Architect:

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



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

Carrie Kotera / Director of Interiors:

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

J. Andrew Ouper / Quality Assurance Manager:

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

Gary Pingel – On-Site Construction Administration Support:

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

Part 3 – ARCHITECT'S SUB-CONSULTANT TEAM

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

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

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

Part 4 - OWNER'S DIRECT SPECIALTY CONSULTANTS

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

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



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

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

Project Kick-off Meeting & Data Collection.

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

BASIC A&E SERVICES

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

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

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

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



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

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

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

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

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

COST MANAGEMENT

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



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

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

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

SUSTAINABLE DESIGN

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

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

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

Part 6 - SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

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

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



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

Preliminary Project Schedule:

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

Part 7 - TOTAL PROFESSIONAL PROJECT SERVICE FEES

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

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

Preliminary Design Phase:

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

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

Balance of BASIC A&E SERVICES

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

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



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

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

Part 8 - ADDITIONAL SERVICES

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

RATE TABLE

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

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



Part 9 - REIMBURSABLE EXPENSES

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

Part 10 - CLOSING

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

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

Cordially,



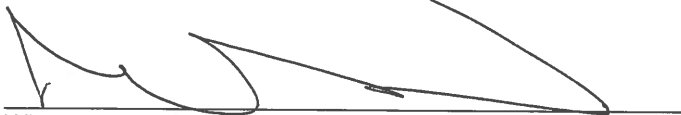
Tom C. Poulos, AIA
CEO / Managing Principal

CC.: Sonja Sporleder / Williams Architects

ACCEPTED BY:

Michael J. Benard Executive Director

Printed Name and Title – Wheaton Park District Authorized Representative



Wheaton Park District Authorized Signature

2/21/2023

Date

