

5 September 2016

Mr. Michael Bernard, Executive Director
Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187-5283

Re: Letter of Proposed Agreement (LOPA) for
Wheaton Park District / Memorial Park Amphitheater & Associated Support Structures
Professional Architectural Pre-Design Services for Conceptual Design Phase
WA BD Project No.: 2016-305

LETTER OF PROPOSED AGREEMENT (LOPA)

Dear Mr. Michael Bernard

It has been a pleasure meeting with you all in order to discuss this Project, as it relates to the Wheaton Park District's Memorial Park Amphitheater & Associated Support Structures Project. To that end, Williams Architects is delighted to provide the Wheaton Park District with this Letter of Proposed Agreement (LOPA), outlining our understanding of the opportunity to work with you, your staff and your Board on the Wheaton Park District's Memorial Park Amphitheater & Associated Support Structures Project. We look forward to providing our Professional Architectural Pre-Design Services for the Conceptual Design Phase work on the Project.

The proposed services within the LOPA herein will provide the Wheaton Park District with the proper information to make informed decisions. Furthermore, we will refine and incorporate the fundamental program requirements and associated Project cost information on the Project for the Board's review and approval. This will provide a seamless transition into formal Basic Architecture and Engineering (A & E) Services in order to implement the Project. Please find enclosed a summary of the business terms associated with the proposed scope of work, professional services, schedule, fee and understanding highlights for the Project. We want to extend our services to you in an innovative manner for your consideration and approval.

In accord with your request, we have outlined the highlights of our proposed professional services and associated fees to perform Pre-Design Services for the Conceptual Design Phase on the Project, as identified herein. Please refer to the pages that follow for additional detail.

ARCHITECTURAL TEAM MEMBERS

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

- Tom C. Poulos / Principal-in-Charge / Project Principal-In-Charge
- Andrew R. Dogan / Project Manager

CONSULTING ENGINEERS

We will work collaboratively with Kimely-Horn, the Wheaton Park District's Landscape Architect on the Project, throughout the Pre-Design Services for the Project. Williams Architects will strive to create a design for your Project that is aesthetically appealing, cost sensitive and functional in scope.



ARCHITECT'S BASE SUB-CONSULTANTS

Williams Architects will serve as the Architect of Record for the Amphitheater & Associated Support Structures for the Memorial Park Project. Please refer to the below noted Sub-Consultant Team for the Project as follows:

None expected at this time.

OWNER'S DIRECT SPECIALTY CONSULTANTS

Owner's Consultants contracted and coordinated by the Owner are as follows:

- Landscape Architecture / Kimely-Horn
- Surveying / TBD
- Geotechnical Soils and Material Testing / TBD
- Civil Engineer / TBD
- Environmental / TBD
- Acoustical & Theatrical Lighting / TBD
- Specialty Low Voltage & Data / TBD

ADDITIONAL AND OPTIONAL SERVICE SUB-CONSULTANTS

If the Owner requests that Williams Architects contracts with any non-Architectural Base Sub-Consultant or any the Owner's Specialty Consultants, Williams Architects would contract with that Consultant at an Additional Service Fee. The Additional Service Fee would be mutually agreed upon by the Owner and Architect.

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

Due to the expanding and changing demands of the Wheaton Park District, the District wishes to explore Master Plan improvements to Memorial Park. To that end, Williams Architects will assist the Wheaton Park District and Kimley-Horn on the Project by centering it's focus for these potential improvements, during the Conceptual Design Phase of our Pre-Design Services, on the below noted structures as follows:

- Amphitheater
- Concessions (Food & Beverage)Pavilion
- Seniors Center

The following narrative and scope of services to be performed by the Architect and Engineering Consultant Team shall be completed in accordance with generally accepted standards of the practice and shall include the services and supplies to complete the following tasks:

PRE-DESIGN SERVICES for CONCEPTUAL DESIGN PHASE

1) Perform Project Overview / Kick-off – Includes One (1) Meeting:

We will review the details of the work plan with the Project Leadership Team, Design Team and other participants deemed appropriate by the Owner. We will attend a Project kick-off meeting which will address the following:

- Identify Project Team and Project Managers (Owner and Project Design Team Lines of Communication).
- Review and establish comprehensive project timeline.
- Review of the meeting matrix.
- Review our methodology contained in the scope of services herein and agree on the implementation strategies regarding the same.
- Identify data / documentation (data collection) to be provided by Owner for the Project Design Team to review.
- Identify the Goals & Objectives of the Project.
- Establish Project Design Criteria.
- Review the Preliminary Project Budget.

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

2) Programming & Preliminary Budget – Includes One (1) Meeting:

Work with all department heads to develop a Building Space Program in order to ensure there are no overlaps or gaps between program areas and the associated space requirements regarding the same. Then we, as the Architect, will use the information to finalize a space program that lists every space necessary to meet all of the functional needs of the Project. This will then be reviewed with high-level staff one last time for any overall changes. It is recommended that the Architect meet with each department head to review their program / space needs, making certain there is a thorough and complete understanding of all of their functions and space 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 Project budget, and describe anticipated scope of work, as it relates to the site and facilities program areas / elements.
- Present data that will define the building areas, function and spatial relationships.
- Prioritize the space in terms of need, use and operation.

3) Conceptual Design Plan Integrated With Site – Includes Three (3) Meetings:

During this process, we will work with the Owner's Landscape Architect and Civil Consultants' (The Project Design Team) to review and understand the preliminary planning and engineering evaluation of the site in conjunction with the building structures associated with the Project scope. These structures will include the development of organizational design plan alternatives (Space Allocation Plans), which will diagrammatically depict the primary areas / elements for the facilities, as derived from the Building Space Program. Additionally, the Space Allocation Plan Alternatives will be graphically to scale and illustrate the proper spatial adjacencies for the building structures associated with the Project scope. Furthermore, it is understood that Williams Architects will rely on the site information derived and directed by the Owner's Landscape Architecture and Civil Consulting firms for the integration of the building structures associated with the Project scope. This phase of service will culminate into a singular preferred design solution for the Owner's review and incorporate comments elicited through this process, evolving the concept alternatives into a preferred directional solution. To that end, we will prepare presentation quality renderings and will attend a public Wheaton Park District meeting to present the design solution attained. These presentation quality drawings and renderings shall consist of the following:

- Building Facilities Site Plan(s) – One (1) per facility by Kimley-Horn.
- Building Facilities Floor Plan(s) – One (1) per facility.
- Building Facilities Exterior Vignette – One (1) per facility.
- Building Facilities Order of Magnitude Cost – One (1) per facility; see item 4) below.

4) Project Capital Cost Estimate:

The basic premise behind our approach to cost management is collaborative and evaluates all facets of the Project. We realize that all parties' involvement contributes to a cost-effective 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:

- Building Infrastructure.
- Building Systems.
- Other related Project Hard and Soft Costs in order to provide a Total Project Budget.

5) Final Report Deliverables:

Williams Architects will write up all the identified components herein, Tasks 1) - 4) for Kimley-Horn's inclusion into a final report. We will also participate in the presentation of the report to the Wheaton Park District during a public meeting. The Final Report / Deliverables shall consist of:

- One (1) digital file (combination color and black / white) of the executive summary report, with pertinent exhibits / attachments and Conceptual Design drawings / PPT.
- One digital file of the full size colored Conceptual Design presentation drawings.
- One final presentation of the report.

When the Park District determines it is feasible to move forward with the Project, Williams Architects is prepared to proceed with Basic Architectural & Engineering Services to include Schematic Design, Design Development, Construction Documents, Permitting, Bidding / Negotiations and Construction Administration for the Project. These Basic Services for the implementation of the Project shall be based upon the mutually agreed upon scope, budget, fee and associated business terms.

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, but is not limited to:

SUSTAINABLE DESIGN

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 Consultant Team will maintain our commitment to **GREEN ARCHITECTURE / SUSTAINABLE DESIGN**, with a goal of LEED Certification if determined to be financially and feasibly possible by the (INSERT CLIENT NAME) and the Williams Architects' Project Design Team. Williams Architects take 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 principles outlined by the U.S. Green Building Council, which are embodied in the LEED (Leadership in Energy and Environmental Design) Green Building Rating System®. Our on-staff LEED 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.
- Revenue from recycling.
- Conservation of natural resources.
- Elimination of waste and pollution.
- Preparation for future regulatory legislation.
- Positive public relations.

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 management. We will apply our experience to provide value engineering, project design constructability, and project cost estimating review through critical phases of the design that will assist

the Constructor in providing quality cost estimates; which we expect will include quantity takeoffs from drawings at a detailed cost estimate level from the Constructor. 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.

We have demonstrated strong project leadership marked by effective cost control, which has allowed us to create realistic, cost-effective project solutions. We will work with the Owner and their Constructor to reduce project costs while maintaining desirable project design and aesthetic qualities. We will do this by reviewing materials, building systems, and anticipated construction methods, and requesting cost options from the Constructor.

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.

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. We will work with the Wheaton Park District and Kimley-Horn to develop a Project Schedule that meets the goals and objectives of the District.

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 performed in accordance with the enclosed compensation breakdown. The Architect shall bill the District on a monthly basis for the percentage of services / work performed for the previous months' time. Time will be in accord with the enclosed Rate Table.

We are committed to the cost control and success of this Project. Williams Architects has established itself as the leader in Sports, Recreation and Aquatic Architecture; 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, 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's desired scope of work, we respectfully propose our Professional Services fees as follows:

BASE PRE-DESIGN SERVICES for CONCEPTUAL DESIGN PHASE – STEP 1

A Fixed Fee of \$ 9,800 plus Reimbursable Expenses.

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.

Rate Table

Principal II	\$ 208.00/Hour
Principal I	\$ 191.00/Hour
Associate Principal.....	\$ 177.00/Hour
Senior Associate/Senior Project Mgr.	\$ 171.00/Hour
Associate / Project Manager	\$ 156.00/Hour
Architect III	\$ 138.00/Hour
Architect II	\$ 127.00/Hour
Architect I	\$ 114.00/Hour
Project Coordinator IV	\$ 104.00/Hour
Project Coordinator III	\$ 95.00/Hour
Project Coordinator II	\$ 81.00/Hour
Project Coordinator I.....	\$ 70.00/Hour
Project Technician II.....	\$ 53.00/Hour
Project Technician I.....	\$ 42.00/Hour
Aquatic Engineer II.....	\$ 164.00/Hour
Aquatic Engineer I.....	\$ 125.00/Hour
Director of Marketing	\$ 153.00/Hour
Marketing Coordinator	\$ 111.00/Hour
Accounting	\$ 147.00/Hour
Secretarial	\$ 104.00/Hour
Clerical	\$ 74.00/Hour
Director of Interior Design	\$ 140.00/Hour
Interior Designer V	\$ 109.00/Hour
Interior Designer IV	\$ 91.00/Hour
Interior Designer III.....	\$ 72.00/Hour
Interior Designer II.....	\$ 60.00/Hour
Interior Designer I.....	\$ 43.00/Hour

REIMBURSABLE EXPENSES

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.15 multiplier. Project related Reimbursable Expenses include such items as travel, vehicle mileage, tolls, printing, copies, photography, renderings / slides, phones & fax, postage / messenger / overnight courier, permits, direct miscellaneous Project supplies, etc..

CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or that noted within this LOP 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 Optional Additional Services.

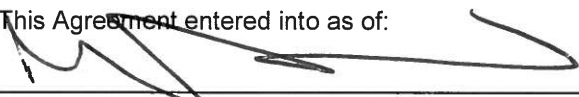
CLOSING

Thank you again for this wonderful opportunity to continue to provide our Professional Architectural Services to the Wheaton Park District and the good people in which it serves. If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

This Agreement shall be governed by the law of the State of Illinois in the County of DuPage. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Owner or the Architect.

Your signature below authorizes Williams Architects to commence with these services. Invoices will identify each phase and percentage complete. If you are in agreement with the terms of this Letter of Agreement, please sign, date below, and return two originals to our office. It is understood that the general terms of this proposal are in keeping with the Architect's Standard of Care.

This Agreement entered into as of:



Wheaton Park District Authorized Representative

9/27/16
Date

Michael J. Bernard Executive Director
Printed Name and Title – Authorized Representative

Cordially,



Tom C. Poulos, AIA
Vice President / Managing Principal

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