

SMITHGROUP

LETTER FORM PROPOSAL

January 8, 2020
Revised February 7, 2020

Steve Wilson
Executive Director
Wilmette Park District
1200 Wilmette Avenue
Wilmette, Illinois 60091

RE: Shoreline Protection Study
Village of Wilmette, Illinois

Dear Steve:

On behalf of SmithGroup, Inc., ("SmithGroup") we are pleased to submit this proposal to the Wilmette Park District ("WPD" or "client") for the Shoreline Protection Study in response to WPD's Request for Proposal dated August 29, 2019. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

Wilmette Park District owns, operates, and maintains Lake Michigan shoreline property at two locations: Langdon Park and Gillson Park. Together, these properties support a wide range of formal and informal recreational activities such as swimming, walking, sailing, nature-watching, beachgoing, and associated programming such as aquatics camp and holiday fireworks displays.

High-water levels in Lake Michigan have resulted in greater than normal risk of repetitive storm damage and flooding. Currently at Langdon Park access to the public beach is restricted due to ongoing active erosion of the access path and bluff, caused by both wave action and upland stormwater runoff. At Gillson Park there are several areas of concern, and the potential for storm damage over winter may result in additional land loss, habitat deterioration, and reduced functionality. WPD is seeking to study the existing shoreline conditions and previously installed protections to determine suitable shoreline protection alternatives and identify associated budgetary costs. The project study limits are defined as Gillson Beach from the harbor entrance (excluding harbor coastal structures), north to the northern extent of the Sailing Beach, and Langdon Beach and bluff (ref: Attachment 'A').

SCOPE OF SERVICES

Task 1.1: Visually Assess Current Conditions

SmithGroup will visit both Gillson Park and Langdon Park with WPD staff to visually inspect the two properties. SmithGroup will also walk the beachfront with staff in front of the private residences but assessment of conditions at the private properties is outside this project scope. Concurrently, SmithGroup will discuss with WPD staff the overall goals for recreation, habitat/riparian ecosystem at the beaches, and understand the current concerns of staff, and past efforts to stabilize the bluff at Langdon and nourish/protect the beaches. During the site visit, SmithGroup will collect up to 10 sediment samples for grain size analysis.

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Task 1.2: Desktop Review of Available Documents and Data

SmithGroup will review available project site materials, such as record drawings, property and parcel boundaries, utility information and other documentation as made available by WPD; as well as the following site information that is readily available from public sources:

- Historical aerial photos
- Existing Cook County LIDAR topography
- Available offshore bathymetry and water level/wave height information

SmithGroup will summarize findings from the review of the materials and identify data gaps and needs.

Task 1.3: Develop Base Map and Existing Conditions Inventory

SmithGroup will compile available aerial photography and site information into a single base map file to be used throughout the remaining tasks to illustrate current conditions and potential solution types.

SmithGroup will also conduct grain-size analyses of the up to 10 sediment samples collected during the site visit. The data will be used to compare with data from other nearby Lake Michigan beaches.

Task 1.4: Coastal Conditions Analysis & Numerical Model Setup

SmithGroup will perform a wind and wave hindcast assessment and review future projections to examine the range of water levels and wave heights that may be expected from a range of return period storm events. Using aerial photos and historical records along with sediment samples, SmithGroup will then develop and calibrate a numerical model for use in testing potential solutions in the Conceptual Alternatives task.

Task 1.5: Provide materials/visual aids for Lakefront Committee Meetings

SmithGroup will prepare for, attend and document up to four WPD Board Lakefront Committee Meetings. At each meeting, SmithGroup will prepare electronic (PowerPoint) format visual aids illustrating topics such as existing conditions, coastal processes, project solution typologies, shoreline stabilization implementation processes, permitting requirements, and conceptual level cost/schedule information in order to inform and educate Lakefront Committee members on the risks and opportunities associated with these sites. Meeting objectives and content will be developed and reviewed with the WPD prior to each meeting.

Task 1.6: Evaluate Conceptual Shoreline Stabilization Strategies

SmithGroup's team of coastal engineers and designers will develop a range of maintenance or construction strategies based on the conditions at the site. These strategies will be ranked based on effectiveness, compatibility with context, ease of implementation, complexity of permitting, general anticipated life-cycle cost, alignment with WPD goals, and WPD operations and maintenance procedures.

SmithGroup will hold a workshop and document outcomes with WPD staff to evaluate and rank possible strategies, associated timelines, and funding opportunities against the criteria outlined above. For example, potential approaches could include strategies (or combinations of strategies) such as:

- Beach nourishment
- Slope stabilization
- Offshore structure(s)

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Enhanced or modified Operations & Maintenance
Modest, ecologically-forward capital improvements focused above the ordinary high-water mark
Retreat (reduce vulnerability by relocating programmatic functions)

Task 1.7: Develop and Test Alternatives

Based on preferences from the WPD established at the workshop in Task 1.6, SmithGroup will generate up to four (4) distinct alternatives for achieving a stable beachfront and shoreline at each of the two parks. Alternatives will be informed by numerical model analysis. A technical memorandum supported by exhibits and modeling results will be provided to summarize the relative effectiveness and permitting implications of each alternative.

Task 1.8: Screening Level Cost Estimates

SmithGroup will assist the WPD by preparing comparative cost estimates for the alternatives, including an assessment of life-cycle costs (capital, O&M). The cost estimates, which will identify corresponding professional design fees and anticipated permit fees, will be presented as cost ranges with a brief narrative. This approach is appropriate to achieve the Park District's objective for project screening and concept evaluation. SmithGroup will primarily use parametric methods rather than detailed line item quantities and unit costs to develop the screening cost estimates.

Task 1.9: Project Administration

SmithGroup will work closely with the WPD and communicate frequently with staff to keep them apprised of project progress, issues and upcoming tasks. In addition to the specific activities described in the scope sections above (site visit, Lakefront Committee meetings, alternatives workshop), SmithGroup will participate in and prepare meeting minutes for the following meetings:

- Kick-off meeting to verify project schedule, and to collect non-digital materials made available by the WPD (assumed to be conducted immediately prior to site inspection);
- Stakeholder meetings organized as a series of up to five (5) individual or group stakeholder interviews over the period of a single day. SmithGroup will provide recommendations on meeting attendees, logistics and content. The WPD will be responsible for providing a suitable venue, and for contacting meeting invitees.
- Up to three (3) progress teleconference meetings to be scheduled during the production of the project deliverables and/or to discuss deliverable review comments;
- Close-out meeting to confirm acceptance of project deliverables and plan for subsequent phases (if any).

ASSUMPTIONS

As the project is a conceptual study, site-specific topographic and bathymetric survey are excluded from the base scope of services. Survey services may be added as an additional service or included as a subsequent phase of work.

SmithGroup recommends relevant permitting staff at USACE and IDNR be invited to the stakeholder meetings as regulatory participation in pre-permitting meetings can be valuable to better understand project sites before formal applications are submitted. However, meetings with regulatory agency members beyond the identified, single day stakeholder meetings, as well as regulatory submittals, permit reviews, and fees are excluded from the base scope of services.

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PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

OWNER RESPONSIBILITIES

WPD will provide available site information and data including record drawings, property and parcel boundaries, utility information and other documentation.

Stakeholder meetings will be organized by WPD including engaging invitees and providing a suitable meeting facility.

SCHEDULE

SmithGroup understands the project is desired to be completed within four (4) months of contract approval by WPD. SmithGroup has the capacity to deliver the above scope of services within the desired timeframe assuming receiving authorization to proceed no later than February 2020, provided weather conditions are suitable to conduct field observations and sediment sampling

CONSULTANTS

SmithGroup anticipates using the following consultant(s) for this project, the costs of which are included in our professional services fee.

Lab Consultant for Grain Size Analysis (10 samples maximum) – To Be Determined

PROFESSIONAL SERVICES FEE

WPD shall compensate SmithGroup for the scope of services outlined above as a fixed fee lump sum of \$50,250. Reimbursable cash charges are in addition to the professional services fee as described below.

REIMBURSABLE EXPENSES

In addition to the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses incurred outside of the Chicago metropolitan area related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$0.575 per mile;
2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy;

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3. Postage, express charges and other similar items;
4. Models, renderings, photography and other special presentation material for other than the Architect's own use;
5. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

Compensation for these reimbursable expenses will include a 10% management fee.

We estimate the reimbursable expenses for this phase of work to be \$750 .

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon WPD approval of an estimated fee for that effort or, if not agreed otherwise, WPD shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. WPD covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. WPD agrees to report any defects in the Files to SmithGroup, within 90 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. WPD further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. WPD understands that the Files have been prepared to SmithGroup's criteria and may not conform to WPD's drafting or other documentation standards. WPD understands that, due to the translation process of certain CADD formats, and the transmission of such Files to WPD that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the WPD will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. WPD understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that WPD will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. WPD agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all

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damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by WPD.

Under no circumstances shall transfer of Files to WPD be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. WPD acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. WPD acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.



SmithGroup (*Signature*)

Owner (*Signature*)

Paul J. Wiese, Vice President
(*Printed name and title*)

(*Printed name and title*)

February 7, 2020
Date

Date

Attachment 'A': Study Limits
Attachment 'B': Wage Rates for 2020

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Study Limits at Gillson Park

Study Limits at Langdon Park

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WAGE RATES BY CLASSIFICATION FOR 2020*

| Class Description | Billing Rate |
|--------------------------|--------------|
| Principal In Charge | \$ 295 |
| Senior Project Manager | \$ 265 |
| Engineering Principal | \$ 265 |
| Design Principal | \$ 245 |
| Landscape Architect V | \$ 220 |
| Landscape Architect IV | \$ 165 |
| Landscape Architect III | \$ 135 |
| Landscape Architect II | \$ 110 |
| Landscape Architect I | \$ 95 |
| Architect V | \$ 260 |
| Architect IV | \$ 200 |
| Architect III | \$ 140 |
| Architect II | \$ 120 |
| Architect I | \$ 98 |
| Civil Engineer V | \$ 250 |
| Civil Engineer IV | \$ 185 |
| Civil Engineer III | \$ 155 |
| Civil Engineer II | \$ 125 |
| Civil Engineer I | \$ 98 |
| Specification Writer | \$ 175 |
| Urban Designer | \$ 220 |
| Technical/Administration | \$ 95 |
| Intern | \$ 80 |
| Administrative Assistant | \$ 95 |
| Construction Specialist | \$ 190 |
| Building Tech Specialist | \$ 200 |
| BIM CAD Specialist | \$ 200 |
| Visualization Specialist | \$ 150 |
| Business Development | \$ 200 |
| Marketing | \$ 140 |

Note: Project managers will be billed at their classification rate.

*Rates are subject to annual review and increase