



**Wilmette Park District
Committee-of-the-Whole
Meeting**

*Monday March 1, 2021
6:30 pm – Online¹*

AGENDA

- I. Committee-of-the-Whole Meeting Called to Order
- II. Communications and Correspondence
- III. Public Comment/Recognition of Visitors
- IV. New Business
 - A. Shoreline Protection Proposal from SmithGroup
- V. Adjournment

¹*This meeting will be held remotely via Zoom. To participate via Zoom on the phone, please call 312-626-6799 and enter meeting ID #827 0421 1624 and passcode #575360. If you wish to participate via the Zoom software, please use the same meeting number and passcode. Public Comment will be facilitated on Zoom during the meeting.*

If you are a person with a disability and need special accommodations to participate in and/or attend a Wilmette Park District meeting, please notify the Director's Office at 847-256-6100.

Revised: 2/26/2021 9:06 AM

Wilmette Park District **Policy for Public Comment**

The Board of Park Commissioners, in its regular or special meetings, is a deliberative body assembled to make decisions on new and pending matters affecting the District. Park Board and Committee meetings are meetings held in public, not a public meeting. The Board invites both oral and written communications from its residents.

To facilitate the conduct of Board/Committee meetings, the following procedures will be followed:

1. A section of each regular meeting is set aside for public comment and will be noted on the agenda as "Recognition of Visitors."
2. During the "Recognition of Visitors" agenda item, audience members should raise their hands and be recognized by the President/Chairperson prior to speaking.
3. When recognized by the President/Chairperson, each audience member should identify themselves and limit speaking to no more than three (3) minutes, unless additional time is granted by the President/Chairperson.
4. Questions are to be directed to the entire Board/Committee.
5. Park Board members may, by addressing the President/Chairperson, interrupt a presenter to obtain clarification and/or further information.
6. A Board/Committee meeting is not a forum for complaints against individual employees. Such matters are handled by directly contacting the Executive Director. Complaints against the Executive Director should be handled by directly contacting the President of the Board of Park Commissioners.
7. During presentation and discussion of agenda items, the President/Chairperson will not recognize speakers in the audience unless the Board/Committee desires additional information from an audience member.
8. When addressing the Board/Committee, all persons permitted to speak shall confine their remarks to the matter at hand and avoid personal remarks, the impugning of motives, and merely contentious statements. If any person indulges in such remarks or otherwise engages in conduct injurious to the civil discourse of the Board/Committee and the meeting, the President/Chairperson may immediately terminate the opportunity to speak. This decision is at the discretion of the President/Chairperson or upon the affirmative vote of two-thirds (2/3) of the park board commissioners present.
9. Any person, except a member of the Board, who engages in disorderly conduct during a meeting, may be ejected from the meeting upon motion passed by a majority of the Board present.



Memorandum

Date: August 15, 2019
To: Committee of the Whole
From: Steve Wilson, Executive Director
Re: SmithGroup Proposal for Langdon Beach

As a result of the last Lakefront Committee meeting, as well as the discussion at the last Board of Park Commissioners meeting, on Monday, March 1, 2021, a Committee of the Whole meeting will take place in lieu of a Lakefront Committee meeting.

The engineers from SmithGroup will be in attendance via Zoom to discuss their proposal and answer questions from members of the Board of Park Commissioners. Attached you will find the proposal as originally submitted. The engineers are planning to begin the discussion with a presentation intended to try and address the concerns of board members that I have relayed to them. After that, they will answer any questions from the board members in attendance at the meeting.

Please remember that a Committee of the Whole does not vote, but the hope is that a consensus can be reached on next steps and direction given to staff on how to prepare any specific agenda items for the regular board meeting the following week.

If you have any questions, please let me know.

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LETTER FORM PROPOSAL (“AGREEMENT”)

December 15, 2020

Transmitted – (Via email)

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

RE: Langdon Park Shoreline Stabilization
Village of Wilmette, Illinois

Dear Steve:

On behalf of SmithGroup, Inc., (“SmithGroup”) I am pleased to submit this proposal to the Wilmette Park District (“WPD” or “client”) for the Langdon Park Shoreline Stabilization project. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

Amidst extreme high water levels and periodic storms since 2019, the Wilmette Park District has experienced degradation and loss of recreational opportunity at its lakefront parks (Langdon Park and Gillson Park). In early 2020, WPD retained SmithGroup to conduct a Shoreline Protection Study in which concepts for stabilizing and protecting the parks’ shoreline and increasing the level of overall resilience for the parks were explored. Through the concepts, the study provided options that WPD could consider for further design and implementation.

As an outcome of the study, WPD requested a proposal for design services to implement the preferred shoreline stabilization concept for Langdon Park (Attachment ‘A’ with project area delineated). A subsequent email exchange between WPD and SmithGroup has defined the project as follows:

1. Project objectives:
 - a. Stabilizing toe of bluff and shoreline is the primary focus;
 - b. Repairing and restoring bluff to be a separate task that may be authorized at WPD’s discretion;
 - c. Increasing beach availability is not in the scope of this project;
 - d. Planning for improving access and user experience in the future, but design of such improvements is not in the scope of this project; and
 - e. Achieving Substantial Completion of the shoreline stabilization measures in 2021.
2. Project includes services for Data Collection, Preliminary Engineering, Final Engineering, Permitting, Bid and Award, and Construction Administration phases.
3. Structural improvements for the park storage shed or relocation of the shed is not included in this proposal.
4. Based on the concept of rehabilitating the existing revetment, permitting services assume regulatory agencies will authorize the work under their respective regional permits. Securing project specific permits

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(known as individual permits) from the US Army Corps of Engineers, Illinois Department of Natural Resources, or the Illinois Environmental Protection Agency is beyond the scope of this proposal.

5. Permit fees are not included in this proposal.
6. Construction budget is \$1.5 million. Bluff repair and restoration work are anticipated to be designed and bid as an alternate if WPD opts to authorize such services.

SCOPE OF SERVICES

Phase 1: Data Collection

Task 1.1 – Survey

SmithGroup will procure the services of a surveying company to perform a UAS (drone) survey, for the purpose of creating a Digital Elevation Model (DEM) and Cross-Sections to be used to develop construction drawings and delineating the Ordinary High Water Mark (OHWM) for regulatory purposes. Cross-sections will be prepared of the existing armor stone revetment, bluff, and shoreline to approximately 25 feet lakeward from the water's edge. It is assumed that cross-sections at 50-foot on-center spacing will be sufficient for design purposes. Boundary survey work is not included in this scope. A Boundary Plat of Survey will be provided by WPD. Survey will only proceed with WPD's approval of the fees. Field work will be coordinated with WPD staff upon authorization.

Task 1.2 – Geotechnical Investigations

SmithGroup will procure the services of a geotechnical engineering company to perform two borings to better understand the in-situ soil conditions for designing shoreline and bluff stabilization measures. A slope stability analysis of the existing bluff will be conducted based on the field investigation and available historic records. Geotechnical investigations will only proceed with WPD's approval of the fees. Field work will be coordinated with WPD staff upon authorization.

Task 1.3 – Site Visit

Due to the dynamic environment being subject to change, SmithGroup will visit the site to observe the current conditions of the shoreline and bluff prior to starting design phases. SmithGroup will advise WPD of any concerns or changed conditions that may impact execution of the preferred stabilization concept from the Shoreline Protection Study.

Task 1.4 – Develop Base Map

Using the DEM and cross-sections obtained in Task 1.1, SmithGroup will create base maps, supplemented by available aerial photography and other survey data, to be used throughout the remaining design and documentation tasks.

Phase 1 Deliverables – Topographic Data, Geotechnical Investigations Report, Site Visit and Base Map to be used in subsequent tasks.

Phase 2: Preliminary Engineering

Task 2.1 – Project Initiation Meeting

SmithGroup will meet with WPD staff to initiate the project's design process. Project objectives will be confirmed, the project schedule and key milestones will be established, and design considerations will be discussed with WPD staff.

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Task 2.2 – Basis of Design Document

Informed by SmithGroup’s metocean analysis performed under the Shoreline Protection Study, our team will prepare a Basis of Design Document that outlines the conditions at the site, the chosen design and performance criteria and limitations, the project goals and design drivers, sustainability, maintenance, and resiliency goals, etc. This document serves as a clear understanding of the project and will help inform decision making during the design process. The Basis of Design is to be considered a living document with input from stakeholders until the design is finalized at the completion of the Preliminary Engineering phase.

Task 2.3 – Preliminary Engineering Documents and Client Review Meeting

SmithGroup will prepare Preliminary Engineering documents to rehabilitate and increase the stability of the existing armor stone revetment at Langdon Park. If authorized, bluff restoration measures will be developed and included in the documentation.

SmithGroup will produce a draft set of drawings, technical specifications, and an initial Opinion of Probable Construction Costs and submit the documentation to WPD staff prior to a client review meeting. The drawings and probable costs will be presented to WPD staff to discuss the design and obtain the client’s comments. SmithGroup will summarize the discussion with meeting minutes for WPD staff’s confirmation of their comments. The meeting can be virtual or in-person as needed due to COVID-19 protocols at the time of the meeting.

Task 2.4 – Engagement with Regulatory Agencies

With WPD’s authorization, SmithGroup will engage the US Army Corps of Engineers – Chicago District and the Illinois Department of Natural Resources/Office of Water Resources to the proposed work as it relates to the regulated waters of the U.S. Typically, a site walk with representatives of each agency is conducted to observe the conditions, discuss the proposed improvements, and obtain input from regulators on required permits and the review process. The site walk is an opportunity to gain client feedback at the same time. One site visit is included to meet with the regulators and WPD staff. SmithGroup will summarize the on-site discussion with meeting notes and photos.

COVID-19 protocols may require the engagement process be amended to a document submittal and virtual meeting with agency representatives. If this scenario is needed, SmithGroup will conduct the site visit to document the conditions, coordinate the virtual meeting, and document the meeting outcomes.

The proposed fees cover either engagement scenario.

Task 2.5 – Lakefront Committee Meeting

SmithGroup will prepare for, attend, and document a meeting with the WPD Board Lakefront Committee to review the preliminary engineering design and budgetary construction costs. SmithGroup will prepare electronic (PowerPoint) format visual aids illustrating the preliminary design with plans, sections, and typical details from the preliminary engineering plan set, updated to reflect comments from WPD staff and regulatory agencies. The permitting requirements, probable construction costs, and project schedule will also be presented to inform the Lakefront Committee members to solicit their input on how the project should move forward. Meeting objectives and content will be developed and reviewed with the WPD prior to the meeting.

SmithGroup will adjust the meeting content for a virtual or in-person format as determined at the time of the meeting.

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Task 2.6 – Preliminary Engineering Documents Submittal

Based upon feedback from the Lakefront Committee members and direction from WPD staff, SmithGroup will revise the preliminary engineering documents, Basis of Design document, and Opinion of Probable Construction Costs statement. The updated documents will be issued to WPD as a Preliminary Engineering package to establish the design intent and close Phase 2.

Phase 2 Deliverables – Basis of Design document, Preliminary Engineering documents, Client Review Meeting, Regulatory Agency Meeting, and Lakefront Committee Meeting.

Phase 3: Final Engineering and Permitting

Task 3.1 – Final Engineering Documents and Client Review Meeting

With WPD's authorization to proceed, SmithGroup will prepare Final Engineering documents (also referred to as Construction Documents) to provide comprehensive documentation of the proposed improvements approved under the Preliminary Engineering phase.

As done in Phase 2, SmithGroup will issue a draft set of drawings, technical specifications, and an updated Opinion of Probable Construction Costs to WPD staff prior to a client review meeting. The draft Construction Drawings and probable costs will be presented to WPD staff to obtain the client's comments. SmithGroup will summarize the discussion with meeting minutes for WPD staff's confirmation of their comments. The meeting can be virtual or in-person as needed due to COVID-19 protocols at the time of the meeting.

Task 3.2 – Regulatory Permit Applications

Based on the scope of work, SmithGroup anticipates the project will require permits be obtained from the following agencies:

- USACE / IDNR / IEPA Joint Agency Permit Application – SmithGroup assumes work in or adjacent to Lake Michigan will be covered under the agencies' respective regional permits.
- Village of Wilmette Building and Grading Permits – General site work and grading activities require review by the Village of Wilmette.

With WPD's authorization, SmithGroup will prepare and submit permit applications to the respective agencies to assist WPD in obtaining the noted permit approvals. The draft Construction Drawings from Task 3.1 will be utilized for the permit applications. Permit fees are not included in this proposal.

Task 3.3 – Lakefront Committee Meeting

SmithGroup will prepare for, attend, and document a second meeting with the WPD Board Lakefront Committee to review the final engineering plans and budgetary construction costs. SmithGroup will prepare electronic (PowerPoint) format visual aids illustrating the final plans, sections, and typical details from the construction drawings, updated to reflect comments from WPD staff. The status of permit applications, probable construction costs, and project schedule will also be presented to obtain input from the Lakefront Committee members, and ultimately, approval to release the project for bidding. Meeting objectives and content will be developed and reviewed with the WPD prior to the meeting.

SmithGroup will adjust the meeting content for a virtual or in-person format as determined at the time of the meeting.

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Task 3.4 – Final Engineering Documents Submittal

Based upon feedback from the Lakefront Committee members, direction from WPD staff and regulatory agency review comments, SmithGroup will revise the final engineering documents and Opinion of Probable Construction Costs statement. The updated documents will be issued to WPD as a Final Engineering package suitable for bidding and to close Phase 3.

Phase 3 Deliverables – Final Engineering documents, Regulatory Permit Applications, Client Review Meeting, and Lakefront Committee Meeting.

Phase 4: Bidding Services

SmithGroup will provide the following bidding support services:

- Attend the Client's pre-bid conference to receive technical questions from the bidders and respond as appropriate by issuing addenda to the bid documents to clarify the design intent.
- Evaluate the bids, check contractor references, and make a recommendation to the WPD for award.

Phase 4 Deliverables – Bid addendum package (assumed no more than 1) and recommendation for award memorandum.

Bid advertisement, pre-bid conference, bid opening and award shall be by WPD.

Phase 5: Construction Administration Services

SmithGroup will commence Construction Administration (CA) services and responsibilities upon the award to a Contractor of one contract for construction of the project. SmithGroup will provide the following CA services:

- a) Prepare final Issued for Construction documents incorporating addenda.
- b) Promptly monitor and coordinate with the Contractor the timing of submittals; check, note and review Shop Drawings, material samples, and other submissions and proposals of the Contractor for compliance with the working drawings, specifications, and design intent.
- c) Attend one pre-construction meeting (hosted by WPD).
- d) Visit the site during construction to become generally familiar with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. SmithGroup will prepare a field report after each site visit to be delivered electronically within 5 business days after the site visit. A maximum of 20 site visits (assumed one per week on average) are included in this proposal over an assumed four-month construction period. Attending a weekly construction meeting constitutes one site visit.
- e) Review RFI's submitted by the Contractor and respond by preparing and distributing bulletins, change orders, and supplemental instructions and clarifications, when directed by WPD.
- f) Review the contractor's monthly pay applications and certify the application if progress and quality of the construction is consistent with the content of the application.

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- g) Prepare pricing requests to the contractor, and review contractor proposals for change order, when directed by the City.
- h) Conduct one site visit to determine the date of Substantial Completion of the work by the Contractor and shall compile a "Punch List" of items that are not in compliance with the Contract Documents. SmithGroup will make one subsequent site visit to observe completion of the Punch List items.
- i) Review contractor closeout documents and as-builts (assumed submitted in 1 package and prepared by the Contractor) and will deliver them to the Client within thirty calendar days after completion of construction and before final payment is requested.

ASSUMPTIONS

SmithGroup will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, or for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

This proposal includes two meetings with the WPD Lakefront Committee. Additional Lakefront Committee meetings may be added at WPD's request through a contract amendment.

This proposal is based on 2021 rates and assumes the scope of services are completed in 2021 to align with the Owner's objective of achieving Substantial Completion of shoreline stabilization measures in 2021. Services beyond 2021 may be cause for negotiating additional services.

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.

WPD will prepare the Procurement, Contracting, and General Requirements sections (known as Divisions 01 and 02) of the project manual.

WPD will provide the bid advertisement and facilitate the pre-bid conference, bid opening, and contract award.

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SCHEDULE

SmithGroup is able to initiate design services upon receiving notice to proceed from WPD. Substantial Completion of the shoreline stabilization measures is desired to be achieved in 2021. Meeting this milestone is largely dependent on the regulatory approval process, completing field work in suitable weather conditions, and contract awards by WPD Board, all of which are beyond SmithGroup's control. SmithGroup will develop a project schedule with WPD at the onset of the project to track milestones with WPD as progress is made.

CONSULTANTS

SmithGroup anticipates using the following consultant(s) for this project and the costs will be borne by SmithGroup and are included in SmithGroup projected fee.

Consultant TBD for Topographic and Bathymetric Survey

Consultant TBD for Geotechnical Engineering

PROFESSIONAL SERVICES FEE

WPD shall compensate SmithGroup for the scope of services outlined above as a fixed fee lump sum of \$ TBD, plus reimbursable cash charges, as summarized below.

Engineering Design Services:	\$147,000
Bluff Restoration Design and Implementation Services:	<u>\$ 17,800</u>
Total Design Fees:	\$164,800
Survey Consultant Fees:	\$ TBD
Geotechnical Consultant Fees:	\$ TBD
Fixed Fee Lump Sum Total:	\$ TBD

REIMBURSABLE EXPENSES

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

1. Travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$0.58 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.
3. Delivery service, postage, express charges and other similar items.
4. Models, renderings, photography and other special presentation material for other than the Architect's own use.

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5. Regulatory Agency review fees; and
6. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

We estimate the reimbursable expenses for this phase of work to be \$3,000.

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.

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to WPD documents which include (i) WPD internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of WPD as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). WPD shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. WPD agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). WPD acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify WPD and WPD hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to WPD, SmithGroup grants WPD a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with WPD's internal use of the documents and for no other purpose. WPD acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to WPD by SmithGroup in connection with this Agreement is for the sole internal use of WPD, including all subsidiaries of WPD,

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and may not be used or relied upon by any third party; provided that WPD may incorporate into documents that WPD intends to disclose externally SmithGroup summaries, calculations or tables based on WPD information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to WPD hereunder.

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 45 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 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 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.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, WPD AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

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

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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

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders, or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic, or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

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*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

Attachment 'A' – Langdon Park Stabilization Concept
Attachment 'B' – Wage Rates for 2021

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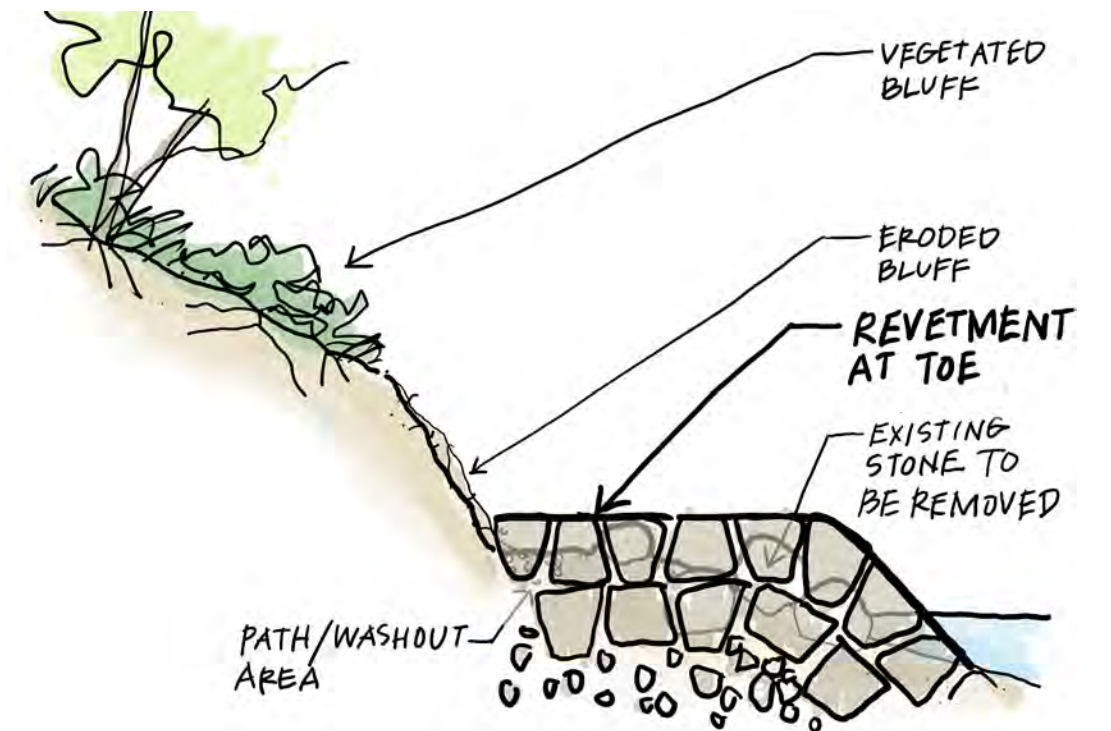


LANGDON PARK STABILIZATION PLAN

- Improve revetment along entire length of Langdon Park shoreline

LANGDON PARK GOALS

- Stabilize toe of bluff ✓
- Repair/restore bluff
- Increase beach availability
- Improve access and experience



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WAGE RATES BY CLASSIFICATION FOR 2021*

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
Civil Engineer V	\$ 250
Civil Engineer IV	\$ 185
Civil Engineer III	\$ 155
Civil Engineer II	\$ 125
Civil Engineer I	\$ 98
Sr Design Strategist	\$ 298
Design Strategist	\$ 225
Specification Writer	\$ 175
Urban Designer	\$ 220
Mixed-Use Design Specialist	\$ 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