

## RESOLUTION R-80-08

### A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR A PLANNING CONSULTANT S.B. FRIEDMAN & COMPANY - HUBBLE MIDDLE SCHOOL REDEVELOPMENT PROJECT

**WHEREAS**, the City of Wheaton, Illinois ("City") is an Illinois Home Rule Municipality pursuant to provisions of Article VII, Section 6, of the Illinois Constitution of 1970, and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the subject matter of this resolution pertains to the government and affairs of the City and its residents; and

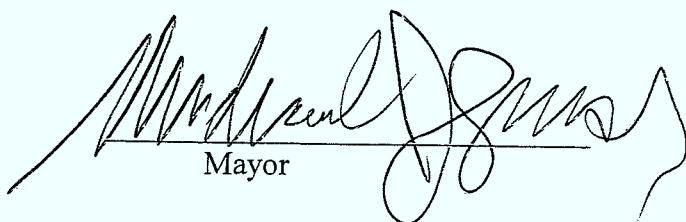
**WHEREAS**, the City has solicited proposals and received over 20 proposals from professional planning consultants to prepare a redevelopment plan for the Hubble Middle School Site; and

**WHEREAS**, upon review of the proposals by a committee comprised of staff and elected officials from the City, School District 200, and Park District, the committee forwarded a recommendation of three consultants for a final interview before the City Council; and

**WHEREAS**, following said final interview, the City has determined the proposal provided by S.B. Friedman & Company meets the City's needs for professional services for the Hubble Middle School Redevelopment Project.

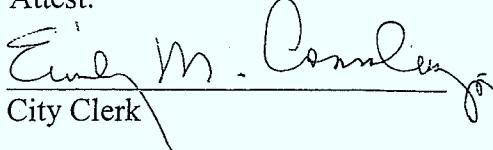
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign and the City Clerk is authorized to attest to an agreement between the City of Wheaton and S.B. Friedman & Company, as attached hereto and made a part thereof.

**ADOPTED** this 17th day of November, 2008.



Michael Johnson  
Mayor

Attest:



Emily M. Conley  
City Clerk

Roll Call Vote:

Ayes:

Councilman Johnson  
Councilman Levine  
Mayor Gresk  
Councilman Mouhelis

Councilman Prendiville  
Councilman Suess  
Councilwoman Corry

Nays:           None

Absent:       None

Motion Carried Unanimously

**Agreement Between the City of Wheaton, Illinois  
and S.B. Friedman & Company for Real Estate Development Consulting  
(Hubble School Project)**

**This Agreement** is entered into S.B. Friedman & Company, and Illinois corporation (Consultants), 221 N. LaSalle Street, Ste. 820, Chicago, Illinois by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187.

**WITNESSETH:**

WHEREAS, the City has determined that it is necessary to retain the services of a real estate and development consultant for those purposes set forth in SB Friedman's proposal letter of October 28, 2008.

NOW THEREFORE, for and in consideration of the mutual promises, terms, covenants, considerations and conditions recited in this Agreement, the City and the Consultant hereby agree as follows:

1. *Scope of Services.* The Consultants shall furnish all labor, consulting services, and documentation to the City of Wheaton as described in this Agreement and that certain engagement letter dated October 28, 2008 (hereinafter the "Project") between S.B. Friedman Company and the City of Wheaton. The engagement letter is attached hereto and incorporated herein by reference and is fully set forth as Group Exhibit A. Where this Agreement and Exhibit A are inconsistent this Agreement shall control to the extent of such inconsistency. The Consultant represents and warrants that it shall perform the services in a manner consistent with the level of care and skill customarily exercised by other professional Consultants of like kind acting under similar circumstances.

2. *Compensation.* The City shall compensate the Consultant according to the terms of the Consultant's proposal which is attached hereto as Exhibit A.

3. *Additional Services.* The Consultant shall provide only the labor, services and documentation for the Project specified in this Agreement and Exhibit A. In the event the Consultant or the City determines that additional services are required to complete the Project, such shall not be provided and/or such additional services shall not be performed unless directed in writing by the City. The terms, frequency, and prices for additional services shall be as mutually agreed upon in writing by the City and the Consultant.

4. *Hold Harmless and Indemnification.* Each of the parties (the "Indemnitor") shall defend, hold harmless, and indemnify the other party its directors, officers, employees, and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

- a) The Indemnitor's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Consultant's services; or
- b) The negligence or willful misconduct of the Indemnitor, its employees, agents, representatives, and subcontractors. The City's duty under this subsection shall be limited to liabilities and casualties for which the City would have liability after application of statutory and common law privileges and immunities.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided. Nothing in this paragraph shall be interpreted to waive any statutory or common law minutes of the City which shall remain in full force and effect. Nothing in this Section 4 shall constitute or be interpreted to constitute a waiver of the City's statutory or common law privileges and immunities which are wholly reserved by the City in every respect.

There are no third party beneficiaries of this Agreement.

5. *Insurance.* The Consultant and each of its agents, subcontractors, and consultants hired to perform any services provided for herein shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Consultant and, where appropriate, the City against claims and liabilities which may arise out of the services referred to in this Agreement. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverage's shall include, but not necessarily be limited to, the following:

- a) Worker's compensation insurance with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each accident/injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each employee/disease.
- b) Commercial general liability insurance protecting the Consultant against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS (\$1,000,000.00) aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured.
- c) Commercial automobile liability insurance covering the Consultant's owned, non-owned, and leased vehicles which protects the Consultant against automobile liability claims whether on or off of the City's premises with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident bodily injury/property damage combined single limit.

d) Professional liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim covering the Consultant against all sums which the Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the City under this contract when caused by any negligence act, error, or omission of the Consultant or of any person employed by the Consultant or any others for whose actions the Consultant is legally liable. The professional liability insurance shall remain in force for a period for not less than four (4) years after the completion of the services to be performed by the Consultant under this contract.

6. *Compliance with Laws.* The Consultant shall comply with all applicable federal, state and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, with respect to its work on the Project.

7. *Termination of Contract.* If the Consultant fails to perform according to the terms of this Agreement, then the City may terminate this Agreement on seven (7) days written notice to the Consultant. The Agreement may be terminated by the City at will and without cause upon twenty-one (21) days of notice to Consultant. In the event of termination for cause or without cause the City shall pay the Consultant for services performed up to the effective date that the City provides in its notice of termination, less any sums attributable, directly or indirectly to the Consultants breach of this Agreement. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

8. *Discrimination Prohibited.* The Consultant shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq., and with all rules and regulations established by the Department of Human Rights. The Consultant agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

9. *Status of Consultant.* Both City and Consultant agree that Consultant will act as an Independent contractor in the performance of its duties under this Agreement. Accordingly, Consultants shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Consultant's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Consultant further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Consultant specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Consultant, except those specifically identified in this Agreement. City shall not have the authority to control the means method or manner by which Consultant complies with the terms of this Agreement.

10. *Assignment; Successors and Assigns.* This Agreement may not be assigned by either parties hereto without the written consent of all other parties except the City may assign this Agreement without the additional consent of the Consultant to Wheaton Warrenville School District 200. Upon assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. *Recovery of Costs.* In the event the that either party is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees.

12. *Notification.* All notification under this Agreement shall be made as follows:

If to the Consultant:  
S.B. Friedman & Company  
221 N. LaSalle Street, Ste. 820  
Chicago, IL

If to the City:

City of Wheaton  
Attn: City Clerk  
303 W. Wesley Street, Box 727  
Wheaton, IL 60189-727

13. *Waiver.* Any failure of either the City or the Consultant to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

14. *Integration.* The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party.

15. *Non-disclosure.* During the course of the work specified in this Agreement, Consultant may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. Consultant shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose such information to any third party without the express written consent of the City.

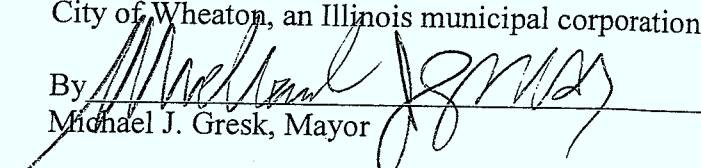
16. *Severability.* If any provision of this Contract, other than the termination provisions setforth in Paragraph 7, is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable. If the termination provisions of Paragraph 7 of this are found illegal, invalid or unenforceable the contract shall terminate immediately and all sums due and owing the Consultant shall be paid up to the date of termination.

17. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules.

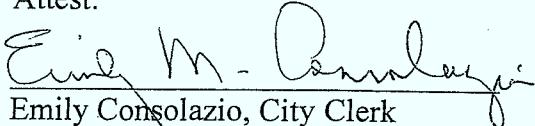
18. *Validity.* In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

In Witness Whereof, the parties have entered into this Agreement this 17<sup>th</sup> day of November 2008.

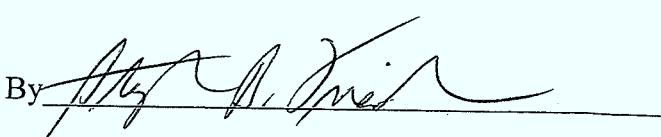
City of Wheaton, an Illinois municipal corporation

By   
Michael J. Gresk, Mayor

Attest:

  
Emily Consolazio, City Clerk

S.B. Friedman Company

By 

Attest:



October 28, 2008

Mr. James Kozik  
Director of Planning and Economic Development  
City of Wheaton  
303 West Wesley Street, P.O. Box 727  
Wheaton, Illinois 60189-0727

**RE: Hubble School Project Scope of Services (Revised)**

Dear Mr. Kozik:

On behalf of our consultant team, *S. B. Friedman & Company* is pleased to present this proposed Scope of Services to the City of Wheaton for preparing a development plan and soliciting developers for the former Hubble Middle School site. In this letter we summarize our work plan, detail the scope of services, and provide a projected timeline and fee estimate. This scope and fee estimate reflect the changes from our original proposal (dated 6/6/08) made to incorporate the additional engineering services and re-sequencing of the engineering tasks requested by the City.

***Work Plan Phasing***

The proposed scope of work is divided into four phases:

- I. Background and Analysis
- II. Establish Desired and Potentially Feasible Development Program
- III. Developer Solicitation and Selection
- IV. Negotiation Support

Each of these phases encompasses a variety of tasks performed both individually by team members and collectively by the entire Consultant Team. The findings and work products of specific research and analysis tasks will feed into conclusions, recommendations, and preliminary concepts that are presented to the Steering Committee, the public, and other stakeholders. An overview of each phase is provided below.

**PHASE I: BACKGROUND AND ANALYSIS**

The first phase encompasses project initiation and defining the Critical Path of the overall engagement. The background information obtained, data analyses performed, and stakeholder input received will provide the Consultant Team the knowledge and context needed to address the site issues and community goals that will be central to the process. Interviews and focus groups will be conducted with City staff, Steering Committee members, key staff and officials of the School and Park Districts, and downtown stakeholders. This phase also includes the

preparation of a base map of the Hubble School site and detailed analysis of the physical, market, engineering, and transportation/traffic parameters that will impact the site's development potential. An extensive engineering analysis scope has been proposed in the early stages of this phase in order to address the expected complexity of the site's conditions and constraints.

## **PHASE II: ESTABLISH DEVELOPMENT PROGRAM**

Establishing the desired and potentially feasible development program for the Hubble School site is a fundamental planning activity that builds off of the knowledge base and analytical findings produced in Phase I. It is in this phase that the physical parameters (both opportunities and constraints) of the site are juxtaposed with the market potential and economic feasibility of preliminary development scenarios. The Consultant Team will work collectively to synthesize their individual findings into a number of alternate physical plans and associated development programs (i.e., land uses, building configurations, square footages, unit counts, etc.) that after preliminary assessment seem to best achieve the goals and objectives conveyed by the Steering Committee and other stakeholders taking into account market and site factors. A key element will be the economic feasibility analysis, which will allow the Committee to evaluate the strengths and weaknesses of different approaches to the site in terms of land value revenue generation. Committee and public input will be obtained through review meetings and workshops, and the development concepts refined to arrive at a preferred concept. The Team will prepare development guidelines that communicate the vision, goals, and intent of the plan and establish a framework for the preparation of development proposals.

## **PHASE III: DEVELOPER SOLICITATION AND SELECTION**

*S. B. Friedman & Company* will prepare a Request for Qualifications and Proposals (RFQ/P) document and implement a two-stage process to solicit and select a developer for the Hubble School site. It is possible that multiple developers could be sought, depending on the results of the analysis and programming tasks in the previous phases. Whether a single master developer or multiple specialized developers are sought, the process is designed to effectively market the site's opportunities to the development community and encourage credible and thoughtful responses. The first stage seeks only qualifications, allowing the Steering Committee to evaluate prospective developers first on their credentials and past work, before selecting a "short list" of candidates from whom detailed development proposals are obtained. This process also encourages meaningful responses from the largest possible field of prospective developers, since the initial response does not require the time and out-of-pocket expense of a full proposal, and allows the short list developers to interact with the Committee, stakeholders, and the public and gain confidence in the process (and valuable context for their proposals). *SBFCo* and City staff will work collectively to review the qualifications and development proposals, and present recommendations at each stage to the Steering Committee for final approval.

## **PHASE IV: NEGOTIATION SUPPORT**

Upon selection of a developer, *S. B. Friedman & Company* will provide advice and support to the City and School District regarding the negotiation and structuring of development agreements. This includes drafting of term sheets, attending negotiation sessions, analysis of

specific deal points, and assisting/interacting with legal counsel. *SBFCo* will define the framework for negotiations and provide on-call services as requested to facilitate an effective process that leads to an approved Redevelopment Agreement.

### ***Detailed Scope of Services***

The Consultant Team proposes to accomplish the four-phase work plan described above through the following tasks:

#### **PHASE I: BACKGROUND AND SITE ANALYSIS**

##### **Task 1.1: Project Initiation.**

The Consultant Team will meet with City staff and members of the Steering Committee to confirm project scope, time lines, and management responsibilities. Key contacts among the Team, City and School District staff, and the Committee will be established. Our preliminary understanding is that the Steering Committee will consist of representatives from the Wheaton City Council, School District Board, and other stakeholders. We have assumed that the Steering Committee is responsible for oversight of our work.

**Product:** Kickoff Meeting (Meeting #1)  
**Timing:** Month 1

##### **Task 1.2: Data Collection**

Working with City staff, the Consultant Team will identify key information to be collected that is pertinent to the disciplines of the team members. The following information will be obtained to the extent it is available for both the site and the area connecting it to the downtown:

- GIS database for subject site and surrounding area (i.e., floodplain, property ownership, parcel boundaries, zoning, etc.)
- Digital map files of subject site and surrounding area
- Most recent aerial photography of study area
- Property information and studies including:
  - Boundary/ALTA survey
  - Plat of subdivision
  - Topography
  - Floodplain information
  - Utility locations and specifications
  - Geotechnical and environmental studies
  - Building condition assessment and/or demolition cost estimate
- Current roadway and utility/infrastructure plans
- Recent traffic counts, projections, and levels of service ratings
- Previous plans and existing City regulations and maps including:
  - Comprehensive plan

- Zoning and subdivision regulations
- Design guidelines
- Utility and stormwater policies
- Parks, trails, and bikeways plan
- Downtown master plan and any subarea plans
- Demographic, economic, and development information:
  - Demographic estimates and projections
  - Recent, current, and planned development projects
  - Real estate inventories, tax rates, residential and commercial prices/lease rates, major employers, and other economic development information
  - Downtown inventory or business directory
  - Recent land sales and typical prices for development-ready sites

**Product:** Acquisition and distribution of information among team members

**Timing:** Months 1 to 2

### Task 1.3: Engineering Analysis

**A. Site Analysis.** Working with the aforementioned existing record data provided by the City of Wheaton, C.M. Lavoie & Associates (CML) will review the record information and provide a Site Analysis that identify constraints of the site and provide technical engineering support to the concept planning process to be completed by HDR. Topography will be reviewed to coordinate the proper locations for an onsite stormwater management facility and utility connection locations based on current capacities. Specific issues to be covered in the analysis include:

- Stormwater analyses and requirements based on the DuPage Countywide Stormwater and Flood Plain Ordinances
- Recommendations for best management practices for the treatment of stormwater will be identified in accordance with DuPage County requirements
- Floodplain mapping and existing hydrologic and hydraulic studies
- Infrastructure locations and invert elevations
- Wastewater treatment capacities
- Topography and feasible access locations to the subject site
- DuPage County soil atlases

**B. ALTA/ASCM Survey.** CML will complete a Preliminary ALTA/ACSM Survey for PINs 05-16-338-019, 05-16-300-023, 05-16-300-024, 05-16-300-025, 05-16-300-026, 05-16-300-027, 05-16-300-028, 05-16-300-029, 05-16-300-030, 05-16-330-033, 05-16-307-018. The ALTA/ACSM Survey will be completed based on a current title policy provided by the City of Wheaton and in accordance with the Minimum Standard Detail Requirements for Land Title Surveys dated 2005.

**C. Map of Topography.** CML will complete a Map of Topography (one-foot contour intervals necessary for engineering design) to establish surrounding parcels beyond the proposed limits of

the project to an elevation of 734.50. Benchmark information used for the topography will also be shown consistent with current DuPage County NGVD 29 vertical datum.

**D. Hydrologic and Hydraulic Analysis.** CML will complete a detailed hydrologic and hydraulic analysis utilizing a HEC-2 or HEC-RAS model to establish a regulatory 100 year base flood elevations for the subject property in coordination with DuPage County since the City of Wheaton has been established as a Partial Waiver Community. These elevations are required since the subject property is within the watershed of Spring Brook #1 and a detailed analysis has not been completed. Compensatory storage volumes for the existing 100 year flood plain will be identified and conveyed to HDR for use in preparation of concept plans.

CML will update an existing condition FEQ Hydraulic Model prepared by DuPage County based on detailed site topography previously completed. Compensatory storage volumes for the existing 100 year flood plain will be identified and conveyed to HDR for use in preparation of concept plans.

An interim briefing meeting with the City will be scheduled at an appropriate time midway through the process to update City staff and the *SBFCo* project manager as to CML's findings at that point and the implications for the planning and development potential of the site.

**Product:** Interim briefing on findings - Month 3 or 4 (Meeting #2)  
**Timing:** Summary of findings in preparation for technical memorandum  
Months 1 to 6

#### Task 1.4: Definition of the Critical Path

**A. Key Interviews and Focus Groups.** Members of the Consultant Team will conduct one-on-one or small group interviews with key informants pertinent to their disciplines. This will include staff from the City of Wheaton as well as relevant outside agencies such as DuPage County, IDOT, Army Corps of Engineers, etc. *S. B. Friedman & Company* also will conduct focus group input sessions with stakeholder groups; the number and makeup of the focus groups will be determined with assistance from City staff to ensure the full spectrum of views is heard. Possible focus groups that have been preliminarily identified include:

- The full Steering Committee (if not present at the Project Initiation meeting)
- Downtown Wheaton Association
- The New Wheaton Central Foundation
- Wheaton Chamber of Commerce
- Key Park District and School District staff

We have budgeted time for two full-day visits to Wheaton to conduct these focus groups, which depending on the time allotted could accommodate four to six separate group meetings. We will work with City staff to determine the most effective meeting structure and schedule.

**B. Critical Path Memo.** The Consultant Team will document and summarize the information and opinions gathered from the interviews and focus groups and prepare a memorandum that

lays out a preliminary assessment of the key issues, dynamics, and priorities of the redevelopment planning process. Critical path items will be identified and highlighted, and the linkages and dependencies of specific steps will be evaluated.

**Product:** Critical path memo, including interview and focus group summaries  
**Timing:** Meeting with Steering Committee to discuss Critical Path (Meeting #3)  
**Timing:** Months 3 to 4

### **Task 1.5: Base Map**

Led by HDR, the Consultant Team will coordinate the creation of relevant and requisite base maps depicting the data and conditions researched in the Data Collection task above. These digital maps will be prepared at appropriate scale(s) for use on the project.

**Product:** Study area base map(s)  
**Timing:** Months 3 to 4

### **Task 1.6: Land Use and Transportation Analysis**

Working with the information and maps obtained and produced in the previous tasks, the Consultant Team will analyze the existing conditions, regulations, and policies that are present on the Hubble School site and pertinent to its future development potential. The Team will draw relevant conclusions and identify opportunities and constraints. Each of the separate physical disciplines represented on the Team will address its pertinent issues.

**A. Land Use and Urban Design.** The Hubble School site is strategically located between Downtown Wheaton and adjacent neighborhoods. This context, with its important interface between various uses, provides a unique setting for redevelopment. As such, it will be critically important to analyze the site in order to gain an understanding of its potential opportunities and constraints. Land use and, perhaps more importantly, urban design will play vital roles in this assessment.

- Adjacent land uses, both current and future
- Development framework/context
- Physical and psychological links to Downtown Wheaton and adjacent neighborhoods
- Zoning and other regulatory factors
- Parcel size, physical features, and configuration
- Site access and mobility options

**B. Transportation/Traffic.** KLOA and the team will work with information and field studies to perform a traffic and pedestrian review that takes into account the emerging methodology and goals of “Complete Streets.” We will identify key access locations and review traffic generation all within the context of multi-modal movement within and outside the site. This will include a general site development approach that allows for connections to other neighborhoods and specifically to the downtown area. The actual site development plan will be more specific later

but at this point certain issues, amenities, rights of way, and general pedestrian paths will need to be studied and preserved. Other key elements of the analysis will include:

- Vehicular ingress/egress points
- Traffic generation and intersection capacity/design
- Pedestrian and bicycle conditions and connections, especially to Downtown Wheaton
- Transit connections

**Product:** Summary of findings in preparation for technical memorandum  
**Timing:** Months 4 to 6

### Task 1.7: Market Analysis

The market analysis will be conducted by *S. B. Friedman & Company*.

**A. Site Characteristics.** *SBFCo* will examine and evaluate the characteristics of the Hubble School site from the perspective of potential users. Factors to be examined include:

- Location (within community, submarket, and region)
- Access/proximity to shopping, amenities, and employment
- Size, configuration, and physical features desirable to potential users
- Prestige and image of site location and community

This analysis will utilize selected findings of the previous task, but will put them in a context that is most relevant to potential users (retailers, homebuyers, office tenants, etc.)

**B. Market Reconnaissance Interviews.** *SBFCo* will conduct a series of individual interviews with downtown merchants, selected property owners, real estate brokers, and developers active in the local market to obtain background information on real estate and development trends. We will seek to obtain current pricing information, information on users known to have been seeking space in Wheaton, and opinions on the relevant market area for the Hubble School site. Follow-up interviews may be conducted with the Chamber of Commerce and Downtown Wheaton Association if necessary to expand on topics discussed in the initial Focus Groups task. Some interviews will be conducted in person, others by phone. The project budget assumes a full day of interviews in Wheaton and others conducted by phone.

**C. Downtown Business Inventories.** Studying the business mix, occupancy levels, amenities, and character of downtown business districts can produce valuable insights. Such analysis can identify gaps and opportunities in the local market, complementary relationships between various land uses and store types (tenant synergies), and trends in shopping patterns and key retail sectors. Downtown Wheaton is an active business district that is adjacent to the Hubble School site and directly relevant to its development potential. Downtown Glen Ellyn is in close proximity to Wheaton and likely to be a primary competitor. Both of these downtown districts will be inventoried, including business mix, occupancy levels, rents/pricing, and other pertinent factors that may be identified.

**D. Overview of the Competitive Market.** *SBFCo* will conduct internet research, interviews with local informants, and windshield surveys to prepare an overview of development activity, location trends, pricing/rents, product characteristics, and absorption of competitive development projects in a defined market area. The analysis will focus on the following primary development types:

- Retail/restaurant uses
- Smaller scale and professional office
- For-sale townhomes and condominiums
- High end rental apartments
- Hotel/hospitality (limited to inventory and basic competitive data)

Other real estate types and possible “wild card” uses will be addressed on a more limited basis depending the type and scale of opportunities identified for the study area. This may lead to a recommendation to proceed with sub-task E (described below).

**E. OPTIONAL – Hotel Market Study.** We understand that a hotel has been mentioned as a possible component of a redevelopment project on the Hubble School site. Due to the unique nature of this development type and the particular dynamics of the hotel market, *SBFCo* does not perform detailed hotel market studies. If the Steering Committee wishes to obtain an in-depth analysis of the potential for a hotel or similar hospitality use on the site, we can engage a specialized firm to conduct a market study. The cost of this study is not included in our fee estimate.

**F. Key Demographic and Economic Trends.** Using data obtained from local and regional sources, the U.S. Census Bureau, ESRI (a national provider of demographic and geographic data), and other sources, *SBFCo* will analyze key statistics and trends that will influence the demand for the various real estate product types being studied. For a defined market area, we expect to obtain historic data, current estimates, and/or future projections of such factors as:

- Current and future households by age and income level
- Existing housing stock and building permit trends
- Retail sales potential, spending patterns, and unmet demand
- Business establishment growth by size and industry

A general demographic profile of the market area also will be obtained in order to describe key characteristics of the local market, including population, family structure, median age, household incomes, occupation, and educational attainment.

**G. Competitive Position, Estimated Demand, and Development Opportunities.** The findings of the preceding market analysis sub-tasks will be synthesized into an overall assessment of the competitive position of the Hubble School site within its relevant market area. This conclusion will help guide the concept planning tasks to come. *SBFCo* also will estimate the potential demand for the real estate product types analyzed in the previous steps, and test the

amount of demand that could be captured at the Hubble School site. Key development opportunities will be identified and quantified on a preliminary basis.

**Product:** Summary of findings in preparation for technical memorandum  
**Timing:** Months 4 to 6

## PHASE II: ESTABLISH DEVELOPMENT PROGRAM

### Task 2.1: Community Workshop – Issues and Opportunities

Working in coordination with the City and Steering Committee, the Consultant Team will hold a community workshop to receive input on the objectives of the study from all interested stakeholders. The workshop format will be determined in conjunction with the City so that the most productive approach is used. We have used a variety of techniques in the past depending on the size of the group, ranging from round-robin to facilitated small sub-groups, to Image Preference Surveys. We have assumed that the City and Steering Committee will assist in coordinating this workshop, particularly in encouraging the attendance of key stakeholders.

We anticipate presenting basic information on the Hubble School site and its market area to serve as a framework for community input. Topics likely to be addressed include physical and engineering constraints on development, traffic/transportation issues, demographic and economic trends, and preliminary development opportunities.

The purpose of the workshop is to gain firsthand knowledge and preliminary input from the people who live and work near the Hubble School site, as well as from those who have been active in supporting redevelopment of the property. Their opinions and insights will help guide the Consultant Team as it moves to create development concept alternates for the Study Area.

**Product:** Prepare workshop materials and presentation  
Conduct workshop (Meeting #4)  
Prepare summary of results  
**Timing:** Month 7

### Task 2.2: Constraints and Opportunities Technical Memorandum

The findings of the previous analytical tasks performed by the Consultant Team, as well as key insights gleaned from the Steering Committee and public workshop participants will be assembled into a summary technical memorandum. The memo will focus on the physical, engineering, and transportation/traffic issues that will impact the redevelopment potential of the Hubble School site, and market trends and development opportunities that could be pursued. The memo also will summarize the input and feedback obtained at the public workshop regarding these constraints and opportunities. This memorandum will be submitted to the Steering Committee for review and comment.

At this point in the process we recommend that the Consultant Team, City staff, and Steering Committee collectively review the scope and budget of the engagement in light of the findings of the technical analysis and opportunities identification. The size and complexity of the site suggest that a number of possible permutations or options could potentially arise that may require more analysis or a heightened level of scrutiny than has been outlined for this stage. We will work closely with you to confirm the established scope or recommend possible changes.

**Product:** Summary technical memorandum  
**Timing:** Meeting with Steering Committee and staff to discuss memo (Meeting #5)  
Month 7

### **Task 2.3: Preliminary Development Programs and Plan Concepts**

**A. Preliminary Development Programs.** *SBFCo* will test a range of preliminary development programs for the Hubble School site. The exact number and content of these development programs will depend on the results of the technical analyses and public input, and may share certain development components or design features. This is a highly collaborative process with the concept planning and economic feasibility activities described below. Our budget assumes that a preliminary preferred option will be arrived at by the Consultant Team and presented to the Steering Committee, with potential options and alternatives noted for specific components where relevant. *SBFCo* will work closely with the rest of the Consultant Team to address the physical capacities and other pertinent characteristics of the site. The preliminary programs will include:

- Real estate product types
- Development quantities
- Price levels, phasing, and absorption
- Basic site configuration (from a tenant/user perspective)

**B. Preliminary Development Plan Options and Design Concepts.** The Consultant Team will prepare a preliminary sketch plan and perspective renderings of the preliminary preferred concept for the Hubble School site, along with potential options for certain sub-elements if desirable and feasible alternatives are identified. HDR will test land uses, including conceptual building massing, with input from the other team members with regards to the area's market, infrastructure, environmental, and transportation capacities. Key concepts that will be emphasized will include:

- Potential building massing and relationship to surrounding parcels
- Physical, visual, and psychological connections to Downtown Wheaton
- Open space and recreational opportunities and potential linkages with existing Park District property
- Pedestrian and bicycle amenities/pathways and streetscape character
- Context-sensitive transportation improvements
- Feasible implementation options in light of physical site constraints

*S. B. Friedman & Company* will provide input to guide the concept planning process, in order to maximize the market-responsiveness of the development concepts.

**C. Development Costs Estimate.** *SBFCo* will estimate concept-level total development costs for each plan option. These costs will include estimates of reasonable soft costs including architectural, legal, engineering, general and administrative costs, general contractor and developer profit, and other cost items. For site preparation costs, C. M. Lavoie & Associates will prepare estimates including site utilities beyond laterals, grading, street improvements, and other project components. These estimates will include pricing for earthwork, site utilities including services, grading, roadway improvements, pedestrian walkways, erosion control, best management practices, engineering and inspection fees, and other project components. Building construction cost estimates will be obtained from a cost estimating firm with whom *SBFCo* has worked on many projects as well as company files and knowledge of the industry. These cost estimates will be a key input for the economic feasibility analysis.

**D. Economic Feasibility Analysis.** *SBFCo* will build a financial model to evaluate the economic feasibility of each alternative concept plan. This analysis will allow the Steering Committee to evaluate the strengths and weaknesses of different approaches to the redevelopment of the site in terms of land value revenue generation. The model will contain sub-analyses for each use/component so that the economic contribution of each can be determined. The model will then roll up the results to the total project level. *SBFCo* has prepared this sort of analysis over 100 times in a wide variety of communities and development contexts, and it brings a rigorous focus on real-world economic feasibility that has repeatedly proven valuable to decision-makers.

For each land use or development type, a Residual Land Value will be estimated. For any for-sale residential components, the evaluation will be made on a profit margin basis. For any commercial and rental residential components, it will be assumed that the properties are held for investment and they will be evaluated on an Internal Rate of Return on both Cost and Equity. In both cases this will allow an estimate of funds available for land.

Residual land values will then be accumulated based on the projected timing of buildout and discounted to the starting point of development. For each development concept, the analysis will demonstrate the economic feasibility of the plan, indicate areas or components that may need to be adjusted or reconsidered, and estimate the potential price that a developer implementing the plan could afford to pay for the Hubble School site.

**Product:** Preliminary development programs and development concepts  
**Timing:** Months 8 to 10

#### Task 2.4: Steering Committee Review and Concept Refinement

The Consultant Team will meet with the Steering Committee and City staff to present the preliminary development programs, concept plans, and economic feasibility analysis. Based on the input and feedback obtained, the Team will refine the plans as necessary and prepare for a

public presentation of the preferred concept(s). We assume that no more than three development concepts will be presented at this stage of planning.

**Product:** Meeting with Steering Committee and staff (Meeting #6)  
**Timing:** Month 11

### **Task 2.5: Community Workshop – Options and Concepts**

The Consultant Team will present the development concept alternatives at a second public forum for review and feedback. This meeting is anticipated to include an initial presentation of the concept options, followed by facilitated small-table breakout sessions. The primary objective of the meeting is to solicit feedback on concept options, and work toward consensus on the preferred development framework for the Hubble School site.

**Product:** Prepare workshop materials and presentation  
Conduct workshop (Meeting #7)  
Prepare summary of results  
**Timing:** Month 12

### **Task 2.6: Steering Committee Review and Final Concept Determination**

The Consultant Team will meet with the Steering Committee and City staff to review and synthesize the input provided at the Community Workshop on Options and Concepts. We anticipate providing the Committee with a brief written summary of the community input received at the workshop at this meeting. For the purposes of this proposal, we assume that through feedback and discussion a sufficient amount of consensus will have emerged so that the Committee is able to make a determination of the preferred concept plan that will be included in the Request for Qualifications and Proposals document.

**Product:** Meeting with Steering Committee and staff (Meeting #8)  
**Timing:** Month 13

## **PHASE III: DEVELOPER SOLICITATION AND SELECTION**

### **Task 3.1: Developer Marketing Strategy and Target List**

Based on the nature of the preferred concept plan, its physical layout, and its mix of development components, *SBFCo* will prepare a preliminary outline of a potential strategy for marketing the Hubble School site to developers. Issues to be considered are likely to include:

- Mix of uses and parcelization of site, and the implications for developer suitability
- Marketing approach:
  - Master or separate (product-focused) developers
  - Mix of broad versus targeted distribution (legal and marketing issues)
  - If targeted approach, consider one- versus two-stage process

- Identify possible developers and assemble target list

**Product:** Memo outlining potential strategy and issues  
Meeting with Steering Committee and staff to discuss (Meeting #9)  
**Timing:** Month 14

### **Task 3.2: Preparation of Request for Qualifications/Proposals (RFQ/P) Document**

*SBFCO* will prepare an RFQ/P document containing:

- Project concept and desired components
- Development and design guidelines
- Submission requirements and anticipated timeline
- Qualifications information requested
- Developer financial, legal, and workload information requested
- Outline of formal development proposals and required contents
- Appendices, potentially including:
  - Site map and data
  - Market and financial analysis
  - Environmental assessment
  - Soils and floodplain studies
  - Other items as deemed necessary or desirable

The document will be reviewed with staff and the Steering Committee prior to issuance. We assume one in-person review meeting and additional follow up via e-mail and/or teleconferences. An Adobe PDF version for the City web site will be prepared. We will coordinate production of hard copies for distribution.

**Product:** Drafts and final version of RFQ/P document  
Meeting with Steering Committee and staff (Meeting #10)  
**Timing:** Months 15 to 16

### **Task 3.3: Distribution of RFQ/P and Follow-up**

This is a key marketing activity, presenting the site to developers and selling them on working with the City. Sufficient time is needed to get the developers' attention and interest, as well as for them to prepare their responses. Individual sub-tasks include:

- Issue RFQ/P
- Telephone follow-up with selected developers
- Site visits and tours (one-on-one) – *SBFCO* and City staff
- Continued follow-up to encourage submittals from key prospects

**Product:** Prepare copies and distribute RFQ/P  
Developer follow-ups and site visits

**Timing:** Months 17 to 19

#### **Task 3.4: Review and Evaluation of Qualifications Submissions**

Working closely with City staff, *SBFCo* will evaluate the qualifications and capacity of the developers based on their submittals, prior knowledge of our firm, and selected research. After formal development proposals are submitted, we will evaluate the proposed development concepts. For the purposes of this proposal and budget estimate, we assume that a two-step process is used, which is typically our recommended process. (If a one-step solicitation process is used, qualifications and formal proposals will be contained in the same submittal by the developers.)

A summary matrix and evaluation memorandum will be prepared and discussed with staff and officials. We assume in our estimated budget that both the short list and the final designation of a developer will be subject to approval by the Steering Committee and the City Council.

- Evaluate developer characteristics
  - Experience with similar projects
  - Public-private partnership experience
  - Workload
  - Current unsold inventory
  - Financial capacity
  - References
  - Legal actions against developer in past five years
  - Site visits to past projects
- Establish short list of developers from which to request proposals
  - Consultant recommendation
  - Obtain staff input and consensus on short list
  - Approval of short list by public approval bodies

**Product:** Review of developer qualifications and summary matrix  
Meeting with City staff and Steering Committee to discuss qualifications  
(Meeting #11)

**Timing:** Months 20 to 21

#### **Task 3.5: RFP Stage**

The short-listed developers will be notified of their selection and given approximately 60 to 90 days to prepare full proposals which will include site plans, elevations, financial projections, anchor tenant commitments, financing interest/commitments, etc. At the outset of this stage, we will meet with each short-listed development team to assure that all questions are answered, and outstanding issues resolved.

**Product:** Meetings with short-listed developers – assume three (Meetings #12-14)  
**Timing:** Months 22 to 24

**Task 3.6: Review Proposals and Recommend Developer**

The work steps in this task include:

- Evaluate proposed development concepts
  - Fit with City goals and development guidelines
  - Mix and amount of land use components (units, square feet)
  - Site planning and design quality
  - Architectural design quality
  - Economic feasibility
  - Public role/requirements
  - Financial proposal/incentives requested
  - Proposed land price
- Public presentation/review of proposals
  - List of best proposals (including financially feasible)
  - Presentations--Plan Commission (informational), City Council, others?
  - Display of plans--City Hall, library, web site
  - Compile reactions and input (assisted by staff)
- Recommend designated developer
  - Recap consultant/staff evaluation and community reactions
  - Formal recommendation to public approval bodies by consultant and staff
  - City Council approval of developer

We will meet with City staff and the Steering Committee to review and discuss our recommendation and to determine the method(s) of presenting the developer proposals for public review and comment. We will participate in the public presentation process as requested and work with City staff to compile and review community reactions to the proposals.

We will prepare a formal recommendation of the designated developer and discuss with City staff and the Steering Committee to reach a consensus choice. After gaining approval from the Steering Committee, we will present the recommendation in two meetings with the City Council (assumes an executive session for real estate matters plus an open session).

**Product:** Review of development proposals and recommendation  
Meeting with Steering Committee and staff to discuss (Meeting #15)  
Public presentations – assume two (Meetings #16-17)  
Presentations to City Council (Meetings #18-19)

**Timing:** Months 25 to 27

**PHASE IV: NEGOTIATION SUPPORT****Task 4.1: Prepare Redevelopment Agreement**

*SBFCo* will prepare an initial term sheet in consultation with City legal counsel and participate in the negotiation of the Redevelopment Agreement. Items to be considered will be:

- Phasing
- Required anchors or other prominent tenants/users
- Financing and other triggers for phased parcel purchases
- Mutual responsibilities
- Business terms
- Other items to be determined

Working with the City's legal counsel, we will review various drafts of the redevelopment agreement and associated documents, including developer design documents, to ensure compliance with design guidelines, project concept, etc.

**Product:** Prepare term sheet and participate in negotiations (multiple meetings)  
**Timing:** Months 28 to 31 (note: timing can be highly variable)

#### **Task 4.2: Approval of Redevelopment Agreement**

*SBFCo* will review the final agreement with City staff and present it to the City Council for approval.

***Timeline***

A projected timeline for the completion of this assignment is attached at the end of this letter. This schedule is presented on a preliminary basis due to the number of variables in the process that are still to be finalized, including the structure of the community input process, the extent of due diligence analysis required for the site, and the schedule of required meetings of the Steering Committee, City Council, and other approval bodies. In particular, we have found in past assignments of this nature that the meeting schedule of the approval bodies can be a key factor in the timeline. We would expect to work with City staff to plot out a specific schedule of meetings and ensure that sufficient agenda slots and/or working sessions are planned in advance. It may be possible to streamline the preliminary timeline somewhat by maximizing efficiency in the scheduling of public meetings.

Generally speaking, we anticipate that Phases I and II could be completed in approximately 13 to 14 months. The developer solicitation and selection process in Phase III is likely to require another 12 to 14 months. The duration of Phase IV will depend on the dynamics of the negotiation process, but is expected to require at least three to four months based on our experience.

***Professional Fees***

Professional fees will be based on time required at the then-current billing rates of the staff involved. The nature of this engagement and our experience with similar services indicate that it is not possible to estimate professional fees with certainty. Estimates have been prepared, however, based on certain assumptions as to time required:

**Estimated Fees by Phase**

Phase I:	Background and Analysis	6 months	\$113,510
Phase II:	Establish Development Program	8 months	\$101,140
	<b>Sub-total</b>	<b>14 months</b>	<b>\$214,650</b>
Phase III:	Developer Solicitation and Selection	12-14 months	\$71,760
Phase IV:	Negotiation Support	3-4 months	TBD*

\* Time at hourly rates

**Total Professional Fees** **\$286,410**

General Contingency (5.0%) **\$14,320**

Expense Allowance (5.0%) **\$15,040**

**TOTAL ESTIMATED BUDGET** **\$315,770**

These estimates will serve as benchmarks for keeping you informed of our progress and potential costs. We will provide regular detailed billing, which will permit you to make ongoing decisions regarding the use of our services. A detailed budget estimate table is provided at the end of this letter.

This budget is based on our experience with smaller development sites where engineering

analysis has been outside of our scope and budget. Given the expected complexity of the Hubble School site and the possible permutations and options that could arise during the planning of a 22-acre parcel, we believe that it will be advantageous to the Consultant Team, City staff, and the Steering Committee to revisit the scope and budget at key points in the process to evaluate our progress versus these benchmarks.

Local travel, publications, maps, outside data, use of owned or licensed databases, report production, and other out-of-pocket expenses are included in this estimate.

These fee estimates are intended to serve as benchmarks, and are subject to upward revision if the engagement entails more time than estimated due to problems that are encountered which could not reasonably have been foreseen at the commencement of the engagement, or if the scope is changed. In this event, we will discuss the matter with you so that a mutually acceptable revision may be made.

Invoices will be rendered monthly as our work progresses, or upon major milestones for services and costs incurred. These invoices will detail the time spent by individual, date, and activity. Time is typically reported in increments of half hours. Travel time in excess of normal commuting time is charged for meetings at the beginning or end of work days. Otherwise full travel time is charged. Invoices are payable within 30 days.

If at any point the decision is made to discontinue our services, our fee will be based upon actual time expended and out-of-pocket costs incurred to that date.

The attached "Limitations of Our Engagement" apply to this assignment.

The following hourly rate schedule for each firm has been established for supplemental work or meetings that are outside the scope of services defined in this proposal:

S. B. Friedman & Company

President	\$300
Practice Leader	\$235
Sr. Project Manager	\$195
Project Manager	\$180
Associate Project Manager	\$145
Associate	\$110
Research Associate	\$100
Intern	\$75
Admin/Support	\$75

HDR, Inc.

Project Advisor	\$260
Project Manager	\$132
LA/Land Planner	\$85

C. M. Lavoie & Associates

Sr. Project Manager	\$150
Project Engineer	\$105
Survey Team	\$185

KLOA, Inc.

Principal	\$180
Consultant/Engineer	\$80

*Acceptance Procedures*

We have previously provided background information about our team's qualifications to do this work. We appreciate the opportunity to present this proposal to you, and look forward to assisting the City of Wheaton and its partners with this exciting project.

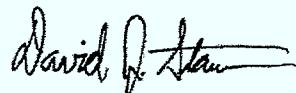
To indicate your acceptance of this proposal, please sign below and return the original signed copy to us as authorization for us to proceed.

Sincerely,

*S. B. Friedman & Company*



Stephen B. Friedman, AICP, CRE  
President



David J. Stamm, AICP  
Practice Leader

Accepted:

Signature

Date

Printed Name

Title

### ***Limitations of Our Engagement***

1. Our reports, memoranda, financial analyses, the RFQ/P and other documents ("the documents") will be based on estimates, assumptions and other information developed from research of the market, knowledge of the industry and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report and the variations may be material.
2. The terms of this engagement are such that we have no obligation to revise the documents to reflect events or conditions which occur subsequent to the completion of Task 4.1 as set forth in the agreement. These events or conditions include without limitation economic growth trends, governmental actions, additional competitive developments, interest rates and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.
3. Our documents will be intended solely for your information; for use in attracting developers; and for submission to lending institutions, joint venture partners, and institutional investors and should not be relied upon by any other person, firm or corporation or for any other purposes. The documents may not be quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan agreement; or any document intended for use in obtaining funds from individual investors, except as stated below.
4. Should the City wish to include or refer to a document in the official statement or other disclosures in support of a bond issue, it may do so by referencing our firm in connection with such information and either by (a) obtaining our consent, which consent may be subject to the review and updating of information as we may reasonably require and for which additional compensation shall be due to us as provided in Section 6 below or (b) including an express disclaimer in substantially the following form: 'The aforementioned information prepared by S. B. Friedman & Company was prepared solely for the benefit of the City. Neither the City nor S. B. Friedman & Company warrants the accuracy of such information, and no person other than the City shall be entitled to rely on such information, nor shall any party have any rights or claims against S. B. Friedman & Company for any reliance on such information or any liabilities or outcomes resulting therefrom.'
5. Our documents may include language reasonably restricting the use of the documents by a developer. The City's sole responsibility in this regard is that it will not delete such language. That language may include the following:

"Should a developer wish to indicate in an offering memorandum, prospectus or similar document seeking to raise funds from individual investors that our firm prepared market and/or financial feasibility analyses regarding this project, the following statement may be used:

'In preparing its development plans and projections, the developer (or sponsor) conducted research and analysis, consulted various sources and obtained studies from third parties including *S.B. Friedman & Company*. The information, estimates and projections contained in this prospectus are the conclusions of the developer (or sponsor) after consideration of the various sources noted. The developer (or sponsor) alone is responsible for these conclusions.'

To obtain our permission to include this statement in a prospectus we must be permitted to review the offering materials including without limitation the identity and backgrounds of all principals, the description of the project, the market and financial projections utilized, and the text of the materials. In no case does this permission include or imply the right of the developer to specifically cite the conclusions or recommendations of our report in such a document."

6. We will be compensated by any other third- party wishing to cite our findings or use our documents at our standard hourly rates for the time required to conduct appropriate reviews, studies and such other work necessary to update the work resulting from this engagement. No said third-party can make such use of our work product without our prior consent.

We will be compensated by the City at our standard hourly rates for any additional work outside the scope and budget of this engagement, provided that we first notify the City in writing and, before undertaking such additional work, mutually determine that such work is not within the scope and budget of this engagement. Such additional work shall include work related to securing our consent (including the time required to conduct appropriate reviews and update studies) pursuant to Section 4(a) above.

7. We acknowledge that upon submission to the City of Wheaton the documents may become public documents within the meaning of the freedom of information act. Nothing in these limitations is intended to block the disclosure of the documents under such act.

**City of Wheaton - Hubble School Site  
S. B. Friedman & Company Team  
Projected Timeline - 10/28/08**

◇ = Major milestone

City of Wheaton - Hubble School Site  
S. B. Friedman & Company Team  
Estimated Budget - 10/28/08