

J. V. Henik, Inc. — Structural Engineering

• *Structural Design • Restoration Engineering • Forensic Investigations •*

2200 E. Devon Avenue Suite 284, Des Plaines, IL 60018

Tel: 847-823-9835 Fax: 847-823-9836 E-mail: info@jvhenikinc.com

www.jvhenikinc.com

TO: Matt Creed – Parks Department Operations Manager
Scott Hiland – Maintenance Electrician

FROM: John Henik, PE, SE

DATE: April 12, 2017

RE: **Proposal for Structural Engineering Services**
Village of Orland Park
Investigate Structural Framing System for Water Slides
Centennial Park Aquatic Center
15600 West Avenue
Orland Park, IL

SENT VIA E-MAIL

We are pleased to provide our professional structural engineering services on the above referenced project.

Based on our site visit there are three slides and an elevated walkway system that requires a structural inspection to ascertain their safety to the public. We understand this to be a comprehensive and would include investigating the condition of the steel and concrete structural systems on the slides, their connections and walkway systems.

These locations are annotated as **Photo No. 1** thru **Photo No. 4** in this proposal. It is our understanding the diving platform is not a part of this investigation.

SCOPE OF WORK

Based on the above information, our Scope of Work is as follows:

1. Review existing structural drawings. These are existing drawings available for our review.
2. Our site visit shall include the following:
 - a. For slides with concrete column support, investigate the condition of the concrete columns and embedment plates.

- b. For all water slides with structural steel, investigate the condition of the steel members, its welds and bolts:
 - Regarding the bolts, confirm bolts are not deteriorated and have not loosened.
 - Regarding the welding of members, confirm rust on welds, where present, has not deteriorated which would create a loss of weld capacity.
- c. Investigate all water slide decks, landings and stairways to the decks. At each location, concrete with metal deck and / or fiberglass stair risers are to be investigated. We noted a number of locations where the fiberglass risers were deflecting significantly under load on the fiberglass stairs.
- d. Scott Hiland indicated this is an investigation only. Repairs to the slides, if any, would be noted in the investigation report, but would not be done this year. The exception to this is if we locate areas of structural distress that would require immediate repairs should they represent a safety concern to the public.
- e. We shall investigate the hand railings that are attached to the structural framing of the water slides. During our site visit, we noted that there are both wood and steel hand railings. Hand railings attached to sidewalks are not included in our investigation.

3. Rental of Boom Lift

To aide us in our investigation a boom lift shall be used for close-up investigation of bolted and welded connection which would be used over anticipated two day period. Such boom lifts are delivered to and picked up from the site. An example of such a boom lift is attached. For budgeting purposes only, we anticipate an upper limit rental cost of the lift to be approximately \$1,200.00. It will be necessary to ascertain the boom length needed for the lift as there are only a limited number of locations the boom can be stationed

- 4. During our site visit we shall photographically document structural elements should they be of concern, if any.
- 5. During this investigation should we encounter any locations where deterioration is such that structural distress is present and the safety of the public is of concern, we shall advise you. In this case an emergency repair may be required. Such repairs are not included in our Scope of Work and would be considered an Additional Service.
- 6. Our Scope of Work does not include the segmental water slide “chutes” that are made of fiberglass. It is our understanding this is investigated by others. We would investigate the chute attachment to the structural frames at support locations.

7. Investigation Report

Upon completion of our investigation we shall prepare a report outlining our findings. This report would include the following:

- a. Assessment of the structural system supporting the water slides. This includes condition the structural steel and connections.
- b. Assessment of steel and wood hand railings.
- c. Assessment of walking surfaces on all elevated structures.
- d. We shall photographically document those locations where we anticipate repairs are needed to maintain the structural integrity or where distress, if any, is located.
- e. Immediate repairs, if any, would be highlighted. Such repairs would be recommended prior to the opening of the water park as these repairs would represent structural damage or distress.

FEE FOR STRUCTURAL ENGINEERING SERVICES

We estimate two structural engineers will be utilized to investigate the water slides. One engineer will investigate those locations where a lift is necessary and a second structural engineer will investigate those locations accessible from the ground or with the use of a ladder.

Based on our Scope of Work our fee for structural engineering services is as follows:

- Review Existing Drawings	Included
- Site Visit – Two Engineers	\$ 3,200.00
- Investigation Report on Findings	\$ 1,300.00
- Direct Expenses – Estimated Rental Cost of Lift	\$ 1,200.00
- Direct Expense – Estimated Travel Costs, et. al	\$ 200.00
TOTAL ESTIMATED FEE	\$ 5,900.00

Direct expenses are estimated and shown above. Direct expenses shall include travel costs, costs for rental of a lift equipment, printing report, color printing if required, etc. and will be billed to you per the attached General Terms and Conditions.

All services described will be billed to you at the hourly rate shown on the attached Fee Schedule and we shall establish our contract in conformance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for professional structural engineering services.

Should our Scope of Work change due to unknown field conditions or if any changes to the plans as provided are modified, we will contact you prior to proceeding with any changes. In this case we shall be allowed the opportunity to modify our fee to you.

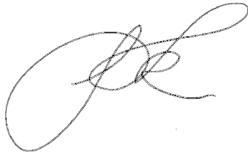
Payment Schedule

Invoices shall be billed periodically but no less frequently than every three weeks. Invoices are due and payable within 30 days from the date of the invoice.

If this proposal meets with your approval, please sign this agreement and return it to us as an indication of your acceptance and notice to proceed.

Thank you for the opportunity of working with you. Please call should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Henik', written in a cursive style.

John V. Henik, PE, SE
President

Encl: Fee Schedule
General Terms and Conditions



Photo 1 – Children's slides shall be investigated



Photo No. 2 – Tall Slide to be investigated.



Photo No. 3 - Cross-walkway system to be investigated.



Photo No. 4 – Original slide to be investigated.

MANLIFTS::

MANLIFT, 34' BOOM LIFT 4WD

KEY: 362-3410

Daily: \$300.00

Weekly: \$1,050.00

Comments:

- NIFTYLIFT
MODEL SP34DE
(DUAL
ENERGY)-
>BATTERY OR
DIESEL, FOUR
WHEEL DRIVE
- WORKING
HEIGHT 40'
PLATFORM
HEIGHT 33'6"
WORKING
OUTREACH 20'
- SLEW 360
DEGREES
WIDTH 5'3"
HEIGHT 6'5"
LENGTH 13'5"
- WEIGHT
7350 LBS
TURNING
RADIUS - SIDE

Image for reference only
Actual item may look different
Click on image for larger view



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SENT VIA E-MAIL

THIS PROPOSAL, ATTACHED FEE SCHEDULE AND GENERAL TERMS AND
CONDITIONS ACCEPTED BY VILLAGE OF ORLAND PARK – PARKS DEPARTMENT:

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____

PHONE: _____

E-MAIL: _____

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FEE SCHEDULE

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STRUCTURAL ENGINEERING

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FAX: 847-823-9836

E-mail: info@jvhenikinc.com

January 1, 2017

STANDARD CHARGES FOR PROFESSIONAL SERVICES

<u>ENGINEERING STAFF</u>	<u>HOURLY RATE</u>
Principal	\$ 220.00
Project Manager	\$ 130.00
Project Engineer	\$ 120.00
Senior Engineer	\$ 95.00
Engineer	\$ 90.00

<u>CADD STAFF</u>	
Senior Engineering Technician	\$ 90.00
Engineering Technician	\$ 80.00

DIRECT EXPENSES

Outside Copies, Prints, Messenger, Delivery Service etc., shall be paid at cost plus 10%. For additional expense information, see the General Terms and Conditions.

J.V. HENIK, INC.
Structural Engineering

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall continue in full force and effect during, and after the completion or termination of J.V. Henik, Inc. employment. These General Terms and Conditions shall control any conflicting terms or condition unless J.V. Henik agrees otherwise in writing.

1. **SCOPE OF SERVICES** – The scope of services for the project is based on the assumptions stated in the Proposal and information provided by the Client (hereafter also termed “Owner”). If the conditions encountered materially vary from those indicated, or if the Client directs J.V. Henik, Inc. (hereafter termed “Design Professional” or “Engineer”) to modify the scope of services either orally or in writing, the costs and/or performance time established by the proposal will be modified according.
2. **BILLING AND PAYMENT**
 - a) The Client agrees to compensate the Engineer for services on an hourly basis per the attached rate sheet.
 - b) Invoices will be submitted by Design Professional from time to time, but no more frequently than every two weeks, and shall be due and payable per the Scope of Work. If Client objects to all or any portion of an invoice, client shall notify the Design Professional within fourteen (14) calendar days of the invoice date of the cause of disagreement and the portion of the invoice in dispute. Thereafter, the Design Professional and the Client shall make good faith effort to resolve such dispute. The invoice amount not in dispute shall be paid.
 - c) In the event any amount becomes past due, the Design Professional may give 7 days notice of intent to terminate the contract. The Client’s obligation to pay for the services performed under this Agreement is in no way contingent upon Client’s ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which the Design Professional is not involved, or upon Client’s successful completion of the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payments to the Design Professional. It is agreed that all expenses incurred by the Design Professional in enforcing the Agreement or in obtaining liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney’s fees shall be recoverable from the Client.
3. **EXPENSES** – Travel expenses (including public transportation and out-of-pocket expenses incurred during travel); communications (phone, fax, etc.); reproduction; materials and supplies; shipping charges; equipment rental; fees advanced on Client’s behalf, as well as all other ordinary reimbursable expenses incurred during the performance of the services set forth in the Proposal shall be reimbursed at Cost plus ten percent (10%) . Company or personal cars will be reimbursed at the current Internal Revenue Service Allowable Mileage Reimbursement Rate. Any equipment usage will be reimbursed as set forth in the Proposal.
4. **STANDARD OF CARE** – Engineer will exercise the degree of skill and care expected by typically accepted practices and procedures. No other warranties, of any kind, express or implied, at common law or created by statute, is extended, made or intended, with respect to providing any services whatsoever , including the furnishing of any oral or written reports are made with respect to Engineer’s performance, unless agreed to in writing.

Engineer is not a guarantor of the project to which it services are directed and its responsibility is limited to work performed for the client.

Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures except to the extent such are specified in the construction documents, or for safety precautions and safety programs in connection with the project, since these are solely the responsibility of others. Engineers shall not be responsible for the

contractor's schedules or failure to carry out the project in accordance with contract documents. Engineer shall not have control over or charge of acts or omissions of the contractor, subcontractor or their agents, or employees, or of any other non-Engineer persons performing portions of the project. The Engineer has no responsibility to stop work.

5. **CONSTRUCTION PHASE SERVICES** – If construction phase services are included as part of the contract services, then the Design Professional will observe the work as agreed for general compliance with the construction documents.
6. **CONSTRUCTION SUPERVISION** - Should construction phase services be included as described in the Scope of Work, these services do not include construction supervision. Field supervision of construction personnel or otherwise is not included in the construction phase by the Design Professional.
7. **SOIL TESTING BY OTHERS** - Soil Testing is a service that is not performed by the Design Professional.
8. **USE OF REPORTS, DRAWINGS AND ELECTRONIC MEDIA** – Engineer retains ownership of letters, reports, drawings, specifications, photo graphics, test data, notes and other work product it has created. These documents or parts thereof may not be reproduced in advertisements, brochures or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the written permission of Engineer. Conclusions by Engineer based on test results are limited to the specific conditions for which the tests were performed. In the event that Engineer's work product is stored or transmitted by some form of electronic media, the client agrees that Engineer shall not be held liable for the completeness, transmission, accuracy or longevity of these materials nor for misuse thereof.

The official construction documents are in hard copy only. Engineer shall not be liable or responsible for documents in electronic format and Client and Contractor use electronic documents at their own risk.

9. **DELAYS** – The Design Professional will not be liable for delays due to force majeure.
10. **DISPUTE RESOLUTION** – All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, including but not limited to disputes caused by alleged design defects, breaches of contract, errors, omissions or acts of professional negligence, shall be submitted to mediation before and as a condition precedent to any other remedy.

Upon written request by either party to this Agreement for mediation of any dispute, Client and Engineer shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Engineer, within ten (10) calendar days, a mediator shall be chosen as specified in the construction Industry Mediation Rules of the American Arbitration Association then in effect.

If a dispute cannot be settled through mediation as set forth above, then such dispute may be decided by civil litigation.

Notwithstanding any other provisions of this Section, in no event shall a demand or mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute.

All mediation or civil litigation shall take place in Chicago, Illinois unless Client and Engineer agree otherwise. The fees of the mediator(s) and the costs of transcription and others costs incurred by the mediator(s) shall be apportioned equally between the parties.

11. ENVIRONMENTAL – The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.
12. JOBSITE SAFETY – The Design Professional is not responsible for job site safety of others persons or property. Field work of Engineer shall be performed only under conditions deemed safe by Engineer's personnel.
13. LIMITATION OF LIABILITY – The Client agrees, to the fullest extent possible, to limit the liability of the Design Professional so that the total aggregate liability of the Design Professional shall not exceed the Design Professional's fee for services rendered on the project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort, or any other theory. The Client agrees to bring any claims against the Design Professional corporate entity, not any individual owners or employees of the Design Professional firm. The Client and Design Professional both agree to waive any claims for consequential damages against each other.
14. OWNER PROVIDED INFORMATION – The Design Professional shall have the right to rely on the accuracy of any information provided by the Client. The Design Professional will not review this information for accuracy.
15. OWNER DUTIES – In order for Engineer to perform the services requested, the OWNER shall, at no expense to Engineer, provide all necessary information regarding Owner's requirements as necessary for orderly progress of the work. Owner shall designate in writing a person to act as Owner's representative for services to be rendered under this Agreement, which person shall have authority to transmit instructions, receive instructions and information and define and interpret Owner's policies and requests for Engineer's services. Owner shall provide access to and make all provisions for Engineer to enter, without cost, limitation or burden to Engineer, publicly or privately owner property as required to perform the work, including the use of scaffolds or similar mechanical contrivances.
16. OWNERSHIP OF INSTRUMENTS OF SERVICE – The Design Professional retains all intellectual property rights including common law, statutory, copyright, and other reserved rights in the instruments of service. The Owner agrees to limit use of the instruments of service to this site-specific project only.
17. PERMITS AND APPROVALS – The Design Professional shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which the Design Professional's services are being engaged. This assistance shall consist of completing and submitting forms, if indicated in the Scope of Services, to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the Design Professional and included in the Scope of Services of this Agreement.

This assistance does not include, however, special studies, special research, attendance at more than one meeting with public authorities, special testing or special documentation not normally required for this type of project. The consultant will provide such special services as Additional Services as authorized by the Client in accordance with the compensation provisions of this Agreement.
18. REJECTION OF NONCONFORMING WORK – The Design Professional shall have the authority, but not the responsibility, to reject nonconforming work. The Design Professional shall bring any known nonconforming work to the attention of the Client as soon as reasonably possible.
19. RIGHT OF ACCESS – The Design Professional shall have access to the job site whenever work is in preparation or in progress.
20. TERMINATION – The Client or Design Professional may terminate this Agreement for breach of this Agreement, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party, and termination will become effective seven (7) calendar

days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, the Design Professional shall promptly render to Client a final invoice and Client shall immediately remunerate the Design Professional for services rendered and costs incurred, in accordance with the Design Professional's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules and reassigning personnel. Upon such termination, the Client and Design Professional shall deliver to each other all reports and documents pertaining to services performed up to termination.

21. **PROPOSAL VALIDATION PERIOD** – This proposal shall remain valid for a period of 30 days from the date of the proposal. Engineer may withdraw or modify a proposal at any time prior to acceptance by the client. All fees and expenses quoted in the proposal or stated in invoices are exclusive of local or county excise and other business or business license taxes. A proposal signed after the 30 days would not be valid unless approved in writing by Engineer.

22. **INDEMNIFICATION** – Client shall indemnify, defend and hold harmless Engineer, Engineer's consultants, partners and affiliates, Engineer's agents and its successors and their respective employees under this Agreement from and against any and all losses, claims demands, judgments, penalties and costs of any kind whatsoever, including any and all attorney's fees and expenses, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

Engineer shall not be liable for special, incidental or consequential damages, including but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

23. **CLIENT'S RESPONSIBILITIES** - The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suites, demands, liabilities, losses, damages and costs ('Losses') including but not limited to cost of defenses, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically exclude from the foregoing are Losses arising out of the preparation, or approval of maps, drawings, opinions, reports, surveys, change orders, design, or specifications and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them; provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the contractor to name the Engineer, its agents and consultants as additional insured's on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include projects and completed operations and contractual liability converges, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and /or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for

adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project. As such, any and all insurance requirements made part of Contract documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

24. This Agreement shall be governed by the law of the State of Illinois.
25. To the extent property insurance for the project covers damages during construction; the Client waives all rights against Engineer, except such rights as they may have to the proceeds of the such insurance.
26. Neither the Client nor Engineer shall assign this Agreement without the written consent of the other.
27. This Agreement, including the General Conditions thereto, represents the entire and integrated agreement between Client and Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and Engineer.
28. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Engineer. There are no intended third party beneficiaries of this Agreement.

jvhi 01/1/2017