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## DESIGN ASSOCIATES, INC.

ENGINEERS

1707 N. Randall Road, Suite 390 / Elgin, Illinois 60123-7820

November 6, 2009

Mr. Frank Stec  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, Illinois 60462

Re: Engineering Proposal for  
Swimming Pool Main Drain Renovations for  
Virginia Graeme Baker Act Compliance at  
Centennial Park Aquatic Center  
Orland Park, Illinois

Dear Frank:

We are pleased to present the following engineering services proposal. We understand the scope of work as follows:

I. *Scope of Work*

Prepare engineered design drawings and specifications for the Centennial Park Aquatic Center pool main drain renovations for "VGB Act" compliance in Orland Park, Illinois. We will provide professional engineer design drawings, details and specifications, signed and sealed for construction and permitting purposes.

- A. Submit specifications, calculations, application and drawings for I.D.P.H. permit. Submit responses and clarifications as necessary.
- B. All designs will be developed from electronic CAD plans developed by my office from your existing hardcopy prints from the original design. All necessary site utility or topographical surveys will be provided by others.
- C. We will prepare sketches and installation instructions for the grate replacements to be provided and installed by the Village's maintenance staff.

## II. *Design Services*

### A. Preliminary Design Phase:

1. Attend meeting with you and your staff to review the project program and the "VGB" evaluations and recommendations.
2. Establish structural renovation requirements for project.
3. Develop mechanical and structural designs using AutoCAD software. CAD base drawings will be developed by us from your existing drawings for the development of construction drawings.
  - a. We can offer a fee credit if you can supply AutoCAD software base plans from your original architect. The time to re-draw the existing plans in AutoCAD can easily reach 10-15 hours.

### B. Construction Document Phase:

1. Prepare complete design drawings, details and schedules for the mechanical, structural and finish work to modify the existing main drains and gates. Complete designs will be prepared in order to return the facility to its original full function.
2. Prepare construction specifications for all work prepared in CSI format.
3. Attend one (1) design coordination review meeting with your staff.
4. Submit drawings for formal progress review.
5. Furnish completed design drawings and specifications ready for submission to I.D.P.H. and respective bidders. The information to bidders and general bidding requirements will not be included with IDPH submittal, and only supplied to bidding contractors. The Village of Orland Park will be supplied with one (1) hard copy and one (1) electronic copy (pdf format) of the IDPH submittal.

### C. Permit Phase:

1. Submit permit drawings, specifications and applications to the Illinois Department of Public Health (I.D.P.H.) and local code authority for their review. Documents will be signed and sealed by an Illinois licensed Professional Mechanical and Structural Engineer.
  - a. The minimum IDPH submittal shall include three (3) copies of the following information:
    - 1) Cover Sheet, Location Map by Section, and Village of Orland Park Logo (if available).
    - 2) Flood Certification shall be included with the IDPH Application Form.
    - 3) The Village will be responsible for providing "Not for Profit Tax Status" confirmation.
2. Prepare supplemental drawings and/or specifications required to clarify permit documents. Material will be furnished in typed or electronic addendum format ready for distribution.

D. Bidding Phase:

1. Review and comment on the Village of Orland Park's front end bidding requirements including bidders notice, bidders' instructions, and general bidding conditions. We will insert these into the specification manual prior to bidding.
2. Distribute drawings and specifications to prospective bidders.
3. Schedule and attend a pre-bid conference for bidding contractors.
4. Review bids and make recommendation for award.
5. Perform scope review with selected contractor.

E. Construction Phase:

1. Perform shop drawing reviews.
2. Perform two (2) site observation visits and submit a typed report.
3. Perform one (1) final site observation visit with Owner and Contractor. Issue final observation report/punch list in typed format.

III. *Additional Services*

A. Periodic Site Observations:

1. Provide additional periodic site observations and follow up report on a lump sum basis of Six Hundred Twenty Five Dollars (\$625.00) per visit.

B. Permits:

1. Written review responses, drawing changes, additional information outside of the work scope, and/or meetings with permitting agencies or code officials will be considered as an additional service and will be billed on our standard time basis, per the attached hourly rate schedule.
  - a. Mileage and travel expenses to Springfield will be considered a reimbursable expense.

C. Contract Preparation and Construction Cost Negotiations:

1. Services to prepare contract conditions, general requirements, bid notices, owner/contractor agreements or negotiate the actual construction cost from competitive bid prices received from contractor(s) will be considered an additional service. These services include, but are not limited to, preparation of legal notices or contracts, meetings with your staff and/or contractors reviewing potential cost saving items, evaluating equipment/material substitutions and redesign of bidding documents. Cost negotiation services will be billed on our standard time basis, per the attached hourly rate schedule.

#### IV. *Compensation*

A. Lump Sum Fee – Design, Permit and Construction Phase:

1. We will provide mechanical and structural design engineering services described in Sections I. and II. above, on a lump sum fee basis of Nine Thousand Eight Hundred Seventy Five Dollars (\$9,875.00), exclusive of reimbursable expenses.

B. Alternate Bids:

1. We will prepare alternate bid drawings and specifications as directed by your staff.
2. Billing for dual, but unlike alternatives will be on a pre-negotiated lump sum, or on an hourly basis per the attached hourly rate schedule.

C. Reimbursable Expenses:

1. Fees paid for securing approval of authorities having jurisdiction over the project will be considered a reimbursable expense, unless paid by others.
2. All plotting and printing costs for our in-house use will be paid for by Metro Design Associates, Inc. Printing, plotting and delivery costs for review sets for your staff, other consultant's review, review sets for local code authority and/or the permit submittal will be a reimbursable expense. All printing, plotting and delivery costs for final distribution of construction documents to your staff and I.D.P.H. will be a reimbursable expense. The Village of Orland Park will be supplied with one (1) hard copy and one (1) electrical copy (pdf format) of all bidding documents and addendums at Metro Design's expense.
3. All expense of postage, express delivery, and handling of drawings, specifications, shop drawings or other documents will be a reimbursable expense.
4. All project required travel mileage will be billed on the current government I.R.S. mileage rate.
5. All travel expenses for meeting with the I.D.P.H., Springfield office, will be a reimbursable expense.

#### V. *Billing*

- A. Billing will be made monthly for work performed during the previous month. Bills will be prepared on a percentage of completion basis.
- B. Additional hourly services will be billed monthly for work performed during the previous month.
- C. Billing will be made monthly for reimbursable expenses at 115% of our direct costs.

VI. *Design Contract Qualifications*

- A. Metro Design Associates, Inc. does not perform site utility or topographic surveys, therefore, we cannot be responsible for verifying the accuracy of said information to be provided by your firm or Owner's personnel.
- B. This Agreement does not contemplate our handling of, or design including use of, asbestos or any hazardous waste material. The Owner agrees to hold harmless, defend or indemnify the Engineer of all claims, lawsuits, expenses or damages arising from or related to the handling, use treatment, purchase, sale storage or disposal of asbestos, asbestos products or any hazardous waste materials.

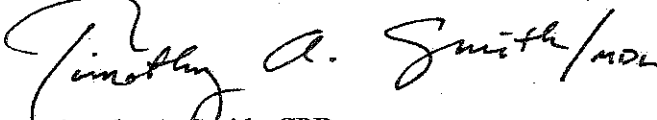
VII. *Acceptance of Engineering Proposal*

- A. This proposal letter and the attached General Conditions, when signed constitutes an agreement between Metro Design Associates, Inc. and the Village of Orland Park for engineering services. The signed engineering proposal letter will be used as an agreement for design services for this Project.
- B. We have enclosed two original proposal letters for your review. If you agree with our proposal, please indicate your acceptance by signing one copy and returning it to our office. We will assign a design team to this project and begin work upon receipt of this signed proposal letter.

We thank you for asking our firm to submit this engineering services proposal. We look forward to working with you and the Village's Staff.

Sincerely,

METRO DESIGN ASSOCIATES, INC.



Timothy A. Smith, CPD  
Vice President

DESIGN PROPOSAL ACCEPTED:

\_\_\_\_\_  
(Client Name)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

TAS/

### HOURLY CHARGE RATES

Principal	\$188.00
Director of Engineering	\$165.00
Department Manager	\$153.00
Group Manager	\$144.00
Project Manager	\$124.75
Sr. Engineer	\$115.00
Engineer	\$110.00
Construction Administration Engineer	\$ 99.75
Sr. Designer	\$ 98.25
Technicians	\$ 90.00
CAD Operator	\$ 78.00
Clerical	\$ 64.25

## GENERAL CONDITIONS

**TERMS OF PAYMENT:** Unless otherwise provided in this contract, Metro Design Associates, Inc. (Metro) will submit invoices for work that has been completed (each of which is due and payable within 32 days of any invoice date). If any invoice is not paid within 32 days of invoice date, we may add late payment charges of 1 1/2% per month. Fees are due and payable as outlined above and are in no way contingent on the Client obtaining funding or receiving his fee from his client. Metro may, after giving seven days written notice to Client, suspend services under this Agreement until paid in full all amounts due for services and expenses. If any legal proceedings are instituted with regard to the enforcement of any terms of this contract and/or for the collection of any sums due Metro hereunder and award is made in favor of Metro regardless of any setoffs awarded to Client, Metro shall be awarded its reasonable attorney fees and costs of litigation, including but not limited to, expert witness fees; court reporter charges, filing fees and all other similar costs.

**STANDARD TIME BASIS:** Fees for professional and/or technical services which are to be performed in connection with any project on Metro's Standard Time Basis (sometimes referred to as "per diem" or "cost plus" basis) will be calculated as follows: Charges (except for principal) shall be equal to total of (a) "Direct Personnel Expense (DPE)" times 2.3, (b) 115% of "Reimbursable Expenses" (as defined below), (c) 110% of Subcontract Expenses". "Direct Personnel Expenses (DPE)" are defined as total amount paid to, or for, all employees used on the project, including mandatory and customary employee benefits, insurance, sick leave, holidays, vacations and similar fringe benefits.

**FEES BILLED AT HOURLY RATE:** Fees for professional and/or technical services which are to be performed in connection with any project on Metro's Hourly Rate Schedule (sometimes referred to as T & M) will be billed according to the then-current rate schedule in effect plus 115% of "Reimbursable Expenses" (as defined below), and 110% of Subcontract Expenses".

**ESTIMATE FOR FEES, BASED ON STANDARD TIME BASIS OR AT HOURLY RATE:** If an estimate of Metro's fee is stated in this proposal, the estimate shall not be considered a firm figure, unless specifically stipulated.

**FEES BILLED AS A LUMP SUM:** Fees for professional services that are to be billed on a basis of a lump sum will be billed monthly for the basic services and requested additional services. Billing will be based upon Metro's estimate of the portion of the total services actually completed or designed but not built.

**FEES BILLED AS A PERCENT OF CONSTRUCTION COST:** Fees for professional and technical services that are based on a percentage of construction costs will be billed on intermediate best available cost data at the time. Final payment shall be adjusted to reflect total compensation payable based on final total cost of construction designed by Metro, including cost of "deductible alternate bids" that are designed but not built.

**REIMBURSABLE EXPENSES:** Reimbursable Expenses are defined as actual non-labor expenditures incurred on the project, including transportation, subsistence and other travel expenses, toll calls, printing of specifications, reproductions, blue prints, mailing and similar items.

**STANDARD OF CARE:** Metro and its subconsultants will exercise that degree of care and skill ordinarily exercised by similar situated Engineers and engineers practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. Metro shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

**CONSTRUCTION OBSERVATION:** If, as part of this contract Metro is providing construction observation, Metro shall make visits to the construction site to observe the progress and quality of the contractor's (s) work to determine in general if such work is proceeding in accordance with the contract documents. Metro shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. Metro shall not be responsible for the means, methods, techniques, sequences or procedures of construction or of the safety precautions and programs incident to the work of the contractor. Metro does not warrant or guarantee contractor's (s) work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents.

**CONSTRUCTION ESTIMATE:** Metro does not guarantee its opinions of probable cost. If the Client wishes greater assurance as to probable construction costs or if the Client wishes formal estimates, an independent Cost Estimator should be employed. The Client shall advise Metro in writing at an early date the budgetary limitations for the overall project cost or construction cost. Metro will endeavor to work within those limitations. If requested, Metro will periodically submit opinions as to the probable construction cost.

**LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the Project to both the Client and Metro, the Client agrees, to the fullest extent permitted by law, to limit the liability of Metro and Metro's officers, directors, employees, consultants and sub-consultants to the Client/Owner and to all construction contractors and sub-contractors on the Project(s) for any and all claims, losses, costs damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys fees and costs and expert witness fees and costs, so that the total aggregate liability to all those named shall not exceed two times Metro's total fee paid for services rendered on this Project(s). It is intended that this limitation apply to any and all liability or cause of action arising unless otherwise prohibited by law.

It is intended by the parties to this Agreement that Metro's services in connection with the Project shall not subject the Metro's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Metro, an Illinois corporation, and not against any of Metro's individual employees, officers or directors.

**CONTRACTORS' INSURANCE:** If, as part of this agreement, Metro is to prepare bid documents and/or owner-contractor contracts, the Client will provide Metro with all information as to insurance requirements to be carried by the construction contractor(s). If the Client does not provide this information to Metro in a timely fashion, Metro will provide in the bid documents a set of insurance requirements that, in the opinion of Metro, may be appropriate for the job. Inasmuch as Metro is not in the business of advising on insurance matters, Metro does not guarantee the amount of insurance specified will be sufficient. The Client shall indemnify and hold Metro harmless in the event of any loss suffered as a result of insufficient insurance coverage. The Client shall require the Contractor to indemnify Metro and name Metro as Additional insured on a primary and non-contributory basis on the Contractor's general liability insurance.

**REUSE OF DOCUMENTS:** All documents, including drawings and specifications furnished by Metro pursuant to this Agreement, are instruments of services in respect to the project. They are not intended or represented to be suitable for reuse by Metro or others on extensions of the project or any other project. Any reuse without specific written verification or adaptation by Metro will be at Client's/Owner's sole risk and without liability or legal exposure to Metro, and Client/Owner shall defend, indemnify and hold harmless Metro from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Metro to fee as agreed upon by Client/Owner and Metro and in absence of agreement, a reasonable fee shall be awarded to Metro.

**TERMINATION:** This agreement is subject to termination by Client or Metro should the other fail to perform its obligations hereunder. In the event of any termination, Metro will be paid for all services rendered to the date of termination, all-reimbursable expenses and reimbursable termination expenses, including reasonable attorneys fees and costs.

**MEDIATION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Metro agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to mediation unless the parties mutually agree otherwise. The Client and Metro further agree to include a similar mediation provision in all agreements with all independent contractors and consultants retained for the Project. The mediation shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect as of the time mediation is requested. A request for mediation shall be made in writing, delivered to the other party to this agreement and filed with the person or entity administering the mediation. The parties shall share the mediator's fee and filing fees equally. The mediation shall be held in a place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as Settlement Agreements in a Court of competent jurisdiction.

**TIMELINESS OF PERFORMANCE:** The Client and Metro are aware that many factors outside Metro's control may affect Metro's ability to complete the services to be provided under this agreement. Metro will perform these services with reasonable diligence and expediency consistent with sound professional practices.

**ENGINEER RELIANCE:** Unless otherwise specifically indicated in writing, Metro shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

**CERTIFICATIONS:** Metro shall not be required to sign any documents, no matter by whom requested, that would result in Metro's having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**THIRD PARTIES:** 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 Metro. Metro's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Metro because of this Agreement or Metro's performance of services hereunder.

**CONSEQUENTIAL DAMAGES:** Metro and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

**MISCELLANEOUS:** If the Client issues a Purchase Order of which this Proposal becomes a part, the terms of this Proposal will take precedence in the event of a conflict of terms. The laws of the State of Illinois shall govern this document and Metro's performance. Except where a State's Mechanic's Lien Law requires otherwise if legal proceedings become necessary to enforce any term of this agreement the venue thereof shall be the State of Illinois, County of Kane, or the Federal Court for said State and County and Client expressly waives any claim or right to have such legal proceedings placed in any other State or County. To the fullest extent permitted by law the parties hereby expressly and knowingly waive any right to a jury trial they may have for all causes, claims, and issues in any way relating to or directly, indirectly or wholly or in part arising from this Contract. In the event that any court of competent jurisdiction holds any part of this document invalid, the remainder of the Agreement shall remain in full force and effect.