



## Professional Services Proposal

### Centennial Park Aquatic Center – 2015 renovations Orland Park, IL

#### Client

Orland Park Recreation & Parks Department  
14700 Ravinia Ave.  
Orland Park, IL 60462

#### Frank Stec

Director of Parks & Buildings  
T. 708.403.6139  
E. [fstec@orland-park.us](mailto:fstec@orland-park.us)

#### Consultant

Water Technology, Inc. (WTI)  
100 Park Avenue, PO Box 614  
Beaver Dam, WI 53916  
T. 920.887.7375  
F. 920.887.7999

March 3, 2014

Proposal Number: 13368.01

Dear Frank,

We greatly appreciate the opportunity to contribute to this project and to propose the services detailed in this document. Water Technology, Inc. (WTI) provides professional services in aquatic planning, design and engineering. Specializing exclusively in aquatics, WTI consists of experienced and dedicated designers, engineers, architects, planners, and construction administrators. The purpose of this document is to define a scope of services and establish a mutually agreed upon fee. WTI understands the project information summarized below.

#### Description

The project involves the following task item:

"Tee" pool renovations (TP), limited to replacing the perimeter gutter. Client has represented that the pool has settled 2 to 3", that the settling has stopped, and that no piping or mechanical revisions are required. Intent is design a new gutter profile to provide perimeter skimming. Client will provide site survey documenting pool gutter elevations and deck adjacent to pool, to 5' outside of pool perimeter.

#### Budget

The project budget for the Tee pool renovation has not been developed.

#### Schedule

The project schedule calls for construction of the Tee pool renovation to begin after the 2014 swim season.

WTI proposes a scope of services regarding the aquatic elements of the project. The accompanying pages describe in more detail the services and deliverables provided. If you have any questions or concerns regarding this proposal, please do not hesitate to contact the following WTI team members.

#### Primary Contacts

Matthew W. Freeby, AIA, LEED AP	Scott LeMonds
Project Leader	Project Manager
M. 920.210.2194	M. 920.210.2193
E. <a href="mailto:mfreeby@wtiworld.com">mfreeby@wtiworld.com</a>	E. <a href="mailto:slemonds@wtiworld.com">slemonds@wtiworld.com</a>

#### Fee for Professional Services

WTI professional services are offered for a stipulated lump sum, and are contingent upon WTI Terms and Conditions.

Fee for Professional Services ..... \$25,210.00 USD

#### *Fee Breakdown per task*

Tee pool services.....\$25,210.00

Project related expenses are reimbursable and are not included in the proposed fee. Reimbursable expenses include travel, express shipping, and printing. WTI will perform a total of up to the following number of trips to facilitate meetings and/or conduct site visits.



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Design and Coordination Meetings .....	1
Construction Administration Site Visits .....	4

Trip cost may vary depending on length of stay and number of Water Technology, Inc. professionals required. Adding or combining tasks and meetings to trips will vary the cost of travel. Trip cost may vary as a result of unanticipated fluctuation in the cost of travel. Water Technology, Inc. will make every reasonable effort to travel efficiently. Additional travel, if requested, will be reimbursable at Water Technology, Inc.'s currently hourly rates for professional time plus travel expenses.

This proposal will remain valid for a period of 90 days. Notice-to-Proceed with the project work and acceptance of the proposed scope and fee for professional services may be provided with the signature of an authorized representative on the line below.

Thank you again for your consideration and we look forward to working with you.

Sincerely,

**Matthew W. Freeby, AIA, LEED AP**

Client:

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Signature / Date

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Name / Title

# Scope of Services

## Tee Pool Renovation

WTI will address the revitalization of the perimeter gutter system for the Tee pool.

WTI will provide documentation containing:

- New gutter profile to address perimeter skimming
- Rough Order of Magnitude construction cost opinion for aquatic recommendations

The following non-inclusive list contains known items excluded from the WTI scope of services

- Determining causes of identified water loss
- Geotechnical testing and analysis at the site
- Pool and site survey, including pool gutter perimeter survey
- Locating electrical currents and their sources at and around the pools

## Client Responsibilities

- Client will provide all available record drawings and as-built documents
- Client will provide VGBA Certification
- Client will provide gutter and deck profile survey

## Construction Documents

WTI will prepare aquatic drawings and specifications to properly describe and fix the nature and scope of the aquatic and site development work. These documents will be suitable for Health Department and permitting agencies review and for competitive bidding purposes. The drawings will include the following:

- Aquatic Elements
  - Pool gutter details
- An updated opinion of probable cost will be prepared at approximately 90% construction documents.t.

## Deliverables

- WTI will provide Client with a progress/coordination set of drawings and specifications at the 60% and 90% completion points.
- WTI will provide Client with a complete set of original, reproducible plans and specifications in a form adequate to secure competitive bids. WTI will provide the professional seal of a state licensed professional engineer or architect on drawings produced by WTI.

## Client Responsibilities

- Provide front-end specifications and specification format.
- Provide any special sheet sizes or formatting requirements for drawings.
- Document reproduction and distribution.
- Site Development
  - Site development plans
  - Deck and deck drainage
  - Shower and Sanitary fixture control
  - Site construction details
- Engineering Development Provided by Client's Other Consultants:
  - Site civil engineering, including development of pedestrian walks, vehicle access, drives and parking, storm and sanitary sewers (including backwash hub), grading and drainage, design of site structures,



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primary gas, water and electric service entrance. Piping for deck area and landscape drains located by WTI.

- Preparation of required specification sections, including the following:
  - Division 2 – Sitework
- Client will review and provide written acceptance of aquatic construction documents.

## Bidding & Negotiation

WTI will provide:

- Answer aquatic questions during the bidding and contract negotiations.
- Provide proper and timely information and clarifications for inclusion in Client's addenda.
- Assist in the interview of the pool contractors if requested by Client.

## Deliverables

- Addenda and supplemental drawings as required.

## Client Responsibilities

- Client will maintain a plan holder's list during the bid time frame.
- Client will provide a complete copy of bid documents and addenda to WTI.
- Preparation and distribution of bid documents and addenda.
- Client will provide WTI with copies of bid results.

## Construction Administration

WTI will provide the following construction administration services:

- Review of requested aquatic shop drawings.
- Assistance with contractor construction coordination issues.
- Correspondence with Health Department officials regarding questions during construction
- Review aquatic area operating instructions provided by contractor
- General consultation for aquatic construction.
- Participate in meetings with contractors, consultants, and Client. The visits will be at appropriate intervals of construction.
- Make final site observation; review the contractor prepared punch list related to aquatic elements and follow-up through completion of punch list.
- Provide consultation during the start-up process

## Deliverables

- Preparation of field orders and supplemental information.
- Preparation of field reports.
- Review, mark-up and distribution to Client of punch list.

## Client Responsibilities

- Review and comment on project information and needs.

## Terms and Conditions

### Basis of Agreement

This proposal incorporates by reference AIA Document B101-2007, Standard Form of Agreement Between Owner and Architect, or AIA Document C401-2007, Standard Form of Agreement Between Architect and Consultant.

**The general conditions of the contract will be defined in AIA Document A201-2007, General Conditions of the Contract for Construction.**

### Scope of Services

Services offered are limited to those services described in the proposal. No other services are offered or implied unless specifically addressed in the proposal.

### Expiration

The attached proposal is considered valid for a period of ninety (90) days from the date of the proposal or its last revision date, if any. Proposals older than ninety (90) days are expired, unless reissued by WTI with a reissue date.

### Payment

All proposals are based upon payment in US dollars. Invoices will be issued monthly and are payable within forty-five (45) days of date of invoice. An interest rate of one percent (1.0%) per month will be payable on any amount not paid within this time period. Attorney's fees and any other costs incurred in collecting delinquent accounts shall be paid by Client.

**WTI will invoice professional fees monthly, on a percent complete basis, throughout the project term.**

### Hourly Charges/Additional Services

**WTI personnel will be charged at the following rates:**

Principal/Project Leader	\$150.00
Project Manager	\$105.00
Project Designer	\$95.00
CAD Technician	\$65.00
Administrative	\$55.00

These rates are valid for a period of twelve (12) months from date of an accepted proposal. These rates are not valid for work involving claims settlement, expert witness or litigation work.

Additional services, if requested by Client, will be performed on a stipulated sum or hourly basis, as agreed to in writing by both parties prior to initiating the additional services.

### Reimbursable Expenses

Expenses and services not directly provided by WTI will be invoiced at one and 10/100 (1.10) times cost. Reimbursable expenses include travel expenses, printing of drawings and/or specifications and expedited delivery service. International travel is business class air. Domestic airfare will be coach. These costs are not included in WTI's fee unless specifically noted as included in our proposal.



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**Air fares are based on fourteen (14) days advanced purchase. Costs associated with customer requested modifications to travel arrangements after purchase by WTI will be an addition to the contract sum.**

**Additional Project Related Costs**

**The following costs are not included in our proposal and should be anticipated in the owner's budgeting.**

- Geotechnical services and reports
- Topographic and boundary surveys (site surveys)
- Testing
- Project related insurance, legal and safety consultant services
- Permits and fees
- Marketing and operations development

**Project Requirements**

**The following information, records and electronic media will be provided to WTI at no cost:**

- AutoCAD files of building, site and other work being prepared by others.
- Copies of geotechnical investigations, surveys and programming information.
- Complete set of plans and specifications of the building and site bid documents.

**Standard of Care**

Services provided by WTI under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with the governing codes and regulations adopted at the time of the execution of this Agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications or reports.

**Risk Allocation**

Client agrees that to the fullest extent permitted by law, WTI's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of fees for services for this project or twenty-five thousand and no/100 dollars (\$25,000.00), whichever is greater.

**Governance**

**This Agreement shall be governed by the laws of the State of Wisconsin.**

**Insurance**

Notwithstanding any other provisions in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement.

During the term of this agreement, WTI agrees to provide evidence of insurance coverage as shown in the example Insurance Certificate attached hereto. In addition, WTI will attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of three (3) years following substantial completion, if such coverage is reasonable available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Owner will require that any party hired for the construction of the project, including but not limited to the general contractor, construction manager, and subcontractors will include, in addition to the Owner, Water Technology, Inc. and its consultants as additional insured for all policies related to the project.



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Standard insurance carried by WTI is as follows:

General Liability (Occurrence)	\$1.0 Million
General Aggregate (Project)	\$2.0 Million
Automobile	\$1.0 Million
Excess (Occurrence)	\$4.0 Million
Workers Compensation	Statutory
E & O	\$2.0 Million

Costs for additional coverage limits, if requested, will be paid for by Client.

#### Photography

The project architect agrees that any published photos, descriptions or award submittals of the project that include reference to the aquatic work shall include WTI as the aquatic consultant.

#### Client Services

As part of WTI's quality assurance program, WTI will contact the Owner regarding services provided by WTI.

#### Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, Client and WTI agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Client and WTI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing all mediation as the primary method for dispute resolution, between the parties to those agreements.

No mediation arising out of or relating to this agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this agreement, except by written consent containing a specific reference to this agreement signed by Client, WTI and any other person or entity sought to be joined. Consent to mediation involving an additional person or entity duly consented to by the parties to this agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

#### Hazardous Materials

Client represents to WTI that to the best of Client's knowledge no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located, on the project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the project site or adjacent real estate, including the ground water located thereon, is presently contaminated.

#### Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing site/structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, Client agrees, to fullest extent permitted by law, to indemnify and hold the design professional harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or economic loss arising or allegedly arising out of



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the professional services provided under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the design professional.

**Working Hours**

Water Technology, Inc.'s business hours are 8:00 a.m. to 5:00 p.m. central time, week days, excluding US holidays. Business meetings, teleconferences and/or video conferences scheduled outside of these business hours may, at Water Technology, Inc.'s sole discretion, be subject to additional costs.

**Termination**

Either party may terminate the agreement for convenience after seven (7) days written notice of intent to terminate. Client shall be responsible for all costs and charges incurred up to the date of termination, including reasonable costs for WTI to close the work and organize files. WTI agrees not to charge for lost or anticipated profits on the work not completed and will provide copies of work files to Client upon receipt of final payment.



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