

August 9, 2020

Mr. Steve Hinchee  
Superintendent of Planning  
Wheaton Park District  
1000 Manchester Road  
Chicago, Illinois 60187

Re: Proposal for Structural and Architectural Services  
Rice Pool Filter Room – Wheaton Park District  
1777 South Blanchard Street  
Chicago, Illinois 60189  
K&H Proposal No. 09871.0001P

Dear Mr. Hinchee:

Klein and Hoffman, Inc. (K&H) appreciates the opportunity to provide structural engineering services for a condition assessment of the filter room located at Rice Pool in Wheaton, Illinois. Specifically, you have requested a visual review of the concrete stair and landing area for the north waterslide which is over the filter room. The review will include the waterproofing system, and precast plank and steel framing supporting the access landing. This proposal was prompted by ongoing water infiltration and visible deterioration of the structure.

K&H visited the site on August 5, 2020, with Steve Karecki from W.B. Olson Inc., for the purpose of developing a proposal to review the conditions and create a recommended scope of services. We received original drawings by Williams Pollock Associates dated August 20, 1987 and excerpts from the 2019 facilities condition study by Structural Technologies for our review. Based on the available information, we recommend the following scope of services:

## **I. SCOPE OF SERVICES**

### **A. Investigation**

1. Review available drawings, opinions, reports, estimates, and other documents pertaining to the Project.
2. Discuss the history of problems and any recent repair efforts or on-going maintenance with the Owner.
3. Perform a field review to visually inspect the access landing for the north waterside and the supporting structure. K&H requests the Owner provide a ladder or scaffold for up close inspection of the underside of the precast planks, steel framing, and to access the 'attic' space below the waterslide landing. Sounding of the precast plank where accessible will be performed.
4. Inspection openings will be necessary to visually review concealed structural components and document the condition of the waterproofing system and terminations. We anticipate openings at a minimum of three (3) locations to be provided by a contractor. Openings are recommended at the base of the faux rock and the landing, within the landing area, and at the top of the precast planks where a roofing material is visible. We have assumed that the openings will be provided and repaired by W.B. Olson who will be contracted directly with the Park District.

5. Coordinate water testing at the water slide landing to document possible points of entry and observe the pattern of infiltration into the filter room. It is assumed that W.B.Olson, in coordination with the Park District, will provide the means for and will assist in the testing.
6. Perform limited structural calculations as required to assess the capacity of the precast planks and steel framing.
7. During the course of the inspections, should any imminently hazardous conditions be discovered which cannot be immediately remediated, K&H will immediately report the type and location of the problem to the Owner.
  - a. The costs involved to address necessary stabilization, removal or additional exploratory openings, as well as engineering costs to eliminate hazardous conditions are additional services to be performed on an hourly basis per the attached Billing Rate Schedule.
8. Record the type and location of identified deficiencies.
9. Prepare a brief letter report. The report will include:
  - a. A list of our findings and conclusions.
  - b. Recommendations for necessary repairs and/or replacement of building components.
  - c. Representative photographs to illustrate existing conditions.
  - d. Coordinate with W.B. Olson to develop a recommended project budget.
10. Attend one (1) meeting with the Owner to discuss our findings, conclusions and recommendations.

**B. Repair Documents**

1. Develop appropriate repair details for the scope of repairs outlined in our assessment report and as agreed upon by the Owner. In the event replacement of the water slides and framing is chosen a separate proposal will be provided.
2. Prepare a set of Drawings that convey graphically the location, extent, and scope of repairs. This will include notes, plans, elevations and details as necessary.
3. Prepare a calculation package as required for structural reinforcing if required.
4. Prepare Project Manual including bidding requirements and specifications. The Project Manual will generally follow the Construction Specifications Institute (CSI) standard format for bidding and specification documents. The specifications will convey project and technical requirements and specify material or products to be utilized by the Contractor.
5. Submit a set of 95 % Construction Documents to the Owner for your review and comment.
6. Make changes to the construction documents to address the Owner's concerns.

**C. Construction Phase Services**

1. Assist the Contractor and Owner in obtaining a building permit by providing necessary documentation and consulting services.
2. Review Contractor's construction schedule with the Owner.
3. Coordinate and attend pre-construction meeting with Contractor and Owner representatives. Provide Owner with meeting minutes for the pre-construction meeting.

4. Review and process Contractor's submittals including shop drawings, product data, in-situ mock-ups and samples for conformity with Construction Documents.
5. Perform periodic site visits as necessary to observe general conformance with the contract documents. Issue periodic field reports to Owner and Contractor. Site visits by K&H personnel are essential to designate repairs, to assess underlying latent conditions, to observe the work for compliance with Contract Documents, and to tabulate quantities of work as a basis for payment to the Contractor.
6. Attend periodic project update meetings.
7. Re-engineer details and prepare supplementary drawings as required by field conditions.
8. Assist with the development and review of Contractor change orders as necessary prior to Owner approval.
9. Review and certify Contractor payment applications.
10. Collect, organize, and present the Owner with all project warranties.
11. Provide contract closeout services, which include preparation of punch list, final review of work, procuring waivers of lien from the Contractor, and processing the final Certificate of Payment.

## **II. ASSUMPTIONS AND EXCLUSIONS**

- A. K&H shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred from the completion of Services that all defects will have been either observed or recorded. Inasmuch as inspection or rehabilitation of existing structures requires certain assumptions that cannot be verified without expending substantial sums of additional money or destroying otherwise adequate or serviceable portions of the building, K&H shall not be responsible for costs of corrective work or any other cost or expense arising from any latent defects in existing conditions, or the accuracy or inaccuracy of drawings or information provided to K&H. Where K&H's services are limited to the performance of representative visual inspection of limited areas of the building or structure, K&H shall only be responsible for that which can be reasonably observed at such representative locations.
- B. It is understood that K&H shall not have control over or charge of and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with any demolition or construction work, as these remain solely the construction contractor's responsibility. K&H shall not be responsible for any contractor's schedule or failure to carry out work in accordance with documentation prepared by K&H pertaining to such work. K&H shall not have control over or charge of acts or omissions of any contractor, subcontractors, or their agents or employees, or for any other persons performing portions of any such work.

## **III. FEE SCHEDULE**

The Fees for the Scope of Services as outlined will be invoiced on a monthly basis. Services beyond those outlined herein shall be billed on an hourly basis per the current Billing Rate Schedule. This Proposal is valid for 90 days from the Proposal Date.

Travel expenses (including transportation and out-of-pocket expenses incurred during travel); 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.

**Scope of Services**

**A. Investigation**

**B. Repair Documents**

**C. Construction Phase Services**

**K&H Fee**

**\$7,000**

\$12,000 to \$17,000 <sup>(2)</sup>

Hourly <sup>(3)</sup>

**Contractor Fee  
(Allowance)**

See W.B. Olson  
Proposal <sup>(1)</sup>

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- (1) K&H requests that the Owner contract directly with the contractor.
- (2) This is an estimated range. A formal proposal will be provided upon completion of the investigation phase after the repair scope has been defined.
- (3) Services during construction and any out-of-scope architectural/engineering services will be provided on an hourly basis per the Billing Rate Schedule in effect at the time of service. For budgeting purposes only, the fee for Construction Phase Services for a project such as this is typically between 6% - 8% of the total construction cost.

We look forward to working with you toward the completion of this Project. We have included our current Billing Rate Schedule and Terms and Conditions, which are an integral part of our contract for services. If the terms of our proposal are acceptable, please sign and return a copy to us for our records. We will begin scheduling the Work upon receipt. Please contact us directly if you have any questions or comments.

Sincerely,  
Klein and Hoffman, Inc.



Kathleen Strnad, R.A.  
Senior Associate I



Homa Ghaemi, S.E., P.E.  
CEO, Senior Principal

Accepted by:  
Wheaton Park District



SIGNATURE

DATE

9/18/2020

Michael Benard

PRINT NAME

Executive Director

TITLE

## 2020 Billing Rate Schedule

<b>Billing Classification</b>	<b>Billing Rate per Hour</b>
Senior Principal	320.00
Principal	280.00
Associate Principal	245.00
Sr. Associate II	215.00
Sr. Associate I	200.00
Associate V	190.00
Associate IV	180.00
Associate III	170.00
Associate II	155.00
Associate I	145.00
Tech/Inspector III	175.00
Tech/Inspector II	160.00
Tech/Inspector I	140.00
BIM	150.00
CADD	115.00
Clerical	95.00

Rates are effective January 1, 2020 through December 31, 2020.

Expert witness at a deposition or court appearance shall be charged at  
one and one half (1.5) times the above hourly billing rate.

## Contract Terms and Conditions

**1. Scope of Services and Fees** - The scope of services for the project is based on the assumptions stated in the Proposal and the information provided by the Client. If the conditions encountered materially vary from those indicated, or if the Client directs KLEIN AND HOFFMAN, INC. to modify the scope of services orally or in writing, the costs and/or performance time established by the Proposal will be modified accordingly. Fees for services shall be established in the Proposal. Unless other arrangements are established in the Proposal, fees shall be accrued hourly on a portal-to-portal basis. Klein and Hoffman will not charge overtime rates nor shall there be any daily minimum charge, unless established in the Proposal. Charges for out-of-town travel shall be limited to 8 hours per day except to the extent travel time is spent performing services set forth in the Proposal, in which case all such time will be charged to the Client.

**2. Expenses** - Travel expenses (including coach airfare, public transportation; and out-of-pocket expenses incurred during travel); 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. Where applicable, equipment usage will be reimbursed as set forth in the Proposal.

**3. Subcontractors / Affiliated Consultants** – Where required by the services outlined, KLEIN AND HOFFMAN, INC. may retain certain subcontractors or specialty consultants as independent contractors. Such consultant's fees will be billed to the Client at cost plus 10%. Subcontractor's/Consultants' reimbursable expenses, (similar to those set forth in Paragraph 2, above) will be invoiced to Client at cost, without additional markup by KLEIN AND HOFFMAN, INC.

**4. Performance** - KLEIN AND HOFFMAN, INC. and its employees will exercise that degree of skill and care ordinarily exercised by members of the profession performing similar services in the geographical area where the services are being provided. NO OTHER WARRANTY, 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. KLEIN AND HOFFMAN, INC. is not a guarantor of the project to which its services are directed or of any element thereof. Klein and Hoffman's responsibility is limited to performance of the services set forth in the Proposal in accordance with the standard of care set forth in this Paragraph. KLEIN AND HOFFMAN, INC. is not responsible for acts or omissions of the Client, or for third parties not under its direct control. By agreeing to this Contract, the Client waives any and all claims and releases KLEIN AND HOFFMAN, INC. from any special, indirect or consequential damages including loss of use or loss of profit. It is understood that KLEIN AND HOFFMAN, INC. may rely upon information supplied by the Client or its contractors or consultants, or information available from generally accepted reputable sources, without independent verification. Conclusions by KLEIN AND HOFFMAN, INC. based on studies, observations and/or test results are limited to the specific conditions for which the studies, observations and/or tests were performed.

**5. Latent Defects in Existing Construction** - KLEIN AND HOFFMAN, INC. shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred from the completion of Services that all defects will have been either observed or recorded. Inasmuch as inspection or rehabilitation of existing structures requires certain assumptions that cannot be verified without expending substantial sums of additional money or destroying otherwise adequate or serviceable portions of the building, KLEIN AND HOFFMAN, INC. shall not be responsible for costs of corrective work or any other cost or expense arising from any latent defects in existing conditions, or the accuracy or inaccuracy of drawings or information provided to KLEIN AND HOFFMAN, INC. Where KLEIN AND HOFFMAN, INC.'s services are limited to the performance of representative visual inspection of limited areas of the building or structure, Klein and Hoffman, Inc. shall only be responsible for that which can be reasonably observed at such representative locations.

**6. Means, Methods and Procedures** - It is understood that KLEIN AND HOFFMAN, INC. shall not have control over or charge of and shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with any demolition or construction work, as these remain solely the construction contractor's responsibility. KLEIN AND HOFFMAN, INC. shall not be responsible for any contractor's schedule or failure to carry out work in accordance with documentation prepared by KLEIN AND HOFFMAN, INC. pertaining to such work. KLEIN AND HOFFMAN, INC. shall not have control over or charge of acts or omissions of any contractor, subcontractors, or their agents or employees, or for any other persons performing portions of any such work.

**7. Scaffolds and Lifts** – Where applicable for inspections requiring the use of suspended scaffolds, supported scaffolds, lifts or other apparatus to provide access, the Client shall contract directly with the contractor providing such apparatus, whether or not contractor proposals are directly solicited by Klein and Hoffman, Inc. Client acknowledges and agrees that the Contractor, and not KLEIN AND HOFFMAN, INC., is "in charge" of the erection and operation of any such swing-stage, scaffold, lift or other access apparatus, and the construction, repairing, alteration or removal of any building, structure or component parts thereof. Client remains responsible for all mandated inspections and/or certifications necessary for its building systems in relation to the use of such access equipment and shall provide supporting documentation prior to the usage of such access equipment by Klein and Hoffman, Inc.

**8. Hazardous Material** - KLEIN AND HOFFMAN, INC. shall bear no responsibility for the discovery, presence, handling, removal or disposal of hazardous or dangerous materials.

**9. Safe Working Environment** - Client has the duty to provide a safe working environment to employees and if KLEIN AND HOFFMAN, INC. reasonably determines the working conditions to be dangerous, then KLEIN AND HOFFMAN, INC. may, without penalty, cease the performance of its services and withdraw its employees from the project until such dangerous conditions are corrected. In the event that Klein and Hoffman, Inc. ceases the performance of its services in accordance with this section, Klein and Hoffman, Inc shall be entitled to an equitable adjustment to its compensation to account for any costs and expenses incurred as a result of such actions.

**10. Limitation of Liability** - In consideration of the relative risks, rewards and benefits of the project to both the Client and KLEIN AND HOFFMAN, INC., and in light of the negotiated compensation to which Klein and Hoffman will be entitled, the Client agrees that to the fullest extent permitted by law, KLEIN AND HOFFMAN, INC.'S., as well as its consultants', agents', officers' and employees' liability to the Client, whether jointly, severally or individually, for any and all injuries, claims, losses, expenses or damages whatsoever, arising out of or in any way related to the project or this Agreement, from any cause or causes, including but not limited to KLEIN AND HOFFMAN, INC.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall be limited to the available and payable limits of KLEIN AND HOFFMAN, INC.'s liability insurance coverage. This limitation shall apply to any and all liability or cause of action however arising unless otherwise prohibited by law.

**11. Indemnification** – To the fullest extent permitted by law, the Client shall indemnify and hold KLEIN AND HOFFMAN, INC., its officers, directors, employees, agents and subconsultants harmless from and against all damage, liability and costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the Services under this Agreement, excepting only those damages, liabilities or costs directly attributable to the negligence or willful misconduct of KLEIN AND HOFFMAN, INC.

**12. Insurance** - KLEIN AND HOFFMAN, INC. is protected by general liability, professional liability, automobile liability, worker's compensation, and employer's liability coverage, subject to annual renewals. The Client agrees to require the Contractor and Sub-contractors of all tiers engaged by them to perform inspections or construction work based on documents prepared by KLEIN AND HOFFMAN, INC. under this agreement to have Klein and Hoffman, Inc. named as additional insured on their Certificates of Insurance and provide policy endorsement as evidence of same.

**13. Use of Reports, Drawings, Etc.** – Letters, reports, drawings, specifications, test data, notes and other materials generated by KLEIN AND HOFFMAN, INC. during the course of performance of its services are instruments of Klein and Hoffman, Inc.'s service for use solely with respect to this project. Klein and Hoffman, Inc. shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. These documents or parts thereof may not be reproduced, nor used by the Client or by third parties for any purpose other than the purpose for which they were prepared, without the express written consent of KLEIN AND HOFFMAN, INC.

**14. Photographs, Renderings and Conditional Representations** – Unless stipulated otherwise Klein and Hoffman, Inc. shall have the right to include photographs, renderings or related conditional representations of the nature or design intent of the Project among its promotional and professional materials.

**15. Construction Phase Services** - Development of construction drawings and specifications for Rehabilitation and Repair of existing structures may require certain assumptions that cannot be verified prior to construction and which require site observation and verification during construction. The construction documents are based on the participation of Klein and Hoffman to provide Construction Phase Services throughout the course of the project or as otherwise defined in the project proposal and/or specifications. Any use of the drawings and specifications for completion of specified repairs without such Construction Phase Services provided by Klein and Hoffman, Inc. must be expressly agreed to by Klein and Hoffman in writing, and is subject to binding Indemnification by the Owner for any and all claims arising out of the performance of the Work based on said documents.

**16. Billing Terms** - The Client engaging KLEIN AND HOFFMAN, INC. is responsible for payment of all applicable charges. Accumulated charges will be billed in approximately monthly intervals. Payment in full is due within (30) thirty days of invoice date. Invoices that are unpaid after 60 days from the invoice date are subject to an interest charge of 1% per month (or a lower maximum legal rate) plus related attorneys' fees and collection expenses. Payments to KLEIN AND HOFFMAN, INC. shall not be contingent upon receipt of payments to Client by others.

If Client, for any reason, fails to pay KLEIN AND HOFFMAN, INC. invoices, or any portion thereof, within 60 days of presentation, KLEIN AND HOFFMAN, INC. shall have the right to cease performing services related to the project and Client shall waive any claim against KLEIN AND HOFFMAN, INC. from its cessation of services and shall defend and indemnify KLEIN AND HOFFMAN, INC. from and against any and all claims for injury or loss arising out of or related to KLEIN AND HOFFMAN, INC.'s cessation of service. Client shall also reimburse KLEIN AND HOFFMAN, INC. for those costs incurred as a result of premature project demobilization. In the event KLEIN AND HOFFMAN, INC. is paid, in full, subsequent to its cessation of services and the project is remobilized, Client shall reimburse KLEIN AND HOFFMAN, INC. for all costs incurred by KLEIN AND HOFFMAN, INC. necessary for remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of service. In the event Client disputes any invoice or portion thereof, Client shall notify KLEIN AND HOFFMAN, INC. within ten (10) days of receipt of the invoice in question, and Client and KLEIN AND HOFFMAN, INC. shall work together to resolve the matter within (60) sixty days.

**17. Subpoenas and Court Orders** - Except in the case of an action by Client against KLEIN AND HOFFMAN, INC., Client shall be responsible, after notification, for payment of time charges, attorney fees and other expenses resulting from a required response to subpoenas or court orders issued by any party in conjunction with the services performed by KLEIN AND HOFFMAN, INC. for the Client. Charges shall be based on billing rates in effect at the time of such response.

**18. Termination** - Either party may terminate this Agreement at any time should the other party materially fail to perform its obligations hereunder. In the event of termination of this Contract for any reason whatsoever, the Client shall pay KLEIN AND HOFFMAN, INC. for all Services rendered to the date of termination, and all reimbursable expenses incurred prior to termination. In the event that the Contract is terminated for any reason other than material breach by Klein and Hoffman, Inc., the Client shall pay Klein and Hoffman, Inc. reasonable termination expenses incurred as the result of such termination.

**19. Disputes** - All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Contract or any breach thereof, shall be submitted to non-binding mediation as a necessary prerequisite to any other means of dispute resolution. A neutral Mediator selected by mutual agreement of KLEIN AND HOFFMAN, INC. and the Client shall aid any such mediation.