



KMIECIK ARCHITECTS LTD.

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PROPOSAL FOR ARCHITECTURAL SERVICES

Wheaton Park District Board of Commissioners
Michael J. Benard
Executive Director
Rob Sperl
Director Parks and Planning
Steve Hinchee
Superintendent of Planning
Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187

PROJECT Central Athletic Complex Restroom Remodeling
PROJECT # 2017-012
DATE 02/20/2017
REVISIONS None

Dear Mike,

It is my pleasure to have this opportunity to submit this proposal for your review and presentation to the Board for Architectural services. I look forward to continue to work on the Central Athletic Complex by providing Remodeled Restrooms in the Main Lobby.

PROJECT UNDERSTANDINGS

Kmiecik Architects, Ltd. (Architect) shall provide Architectural, Structural and Mechanical Engineering services for the remodeling of the existing restrooms at the Central Athletic Complex Main Lobby as the Wheaton Park Districts (WPD) directs.

The Scope of Work includes gutting the existing men's and women's restrooms, excluding the newly remodeled handicap toilets. Work includes demo of the existing plumbing chase and related piping, plumbing fixtures and partitions, ceiling, and floor as required. New work includes new plumbing and fixtures, toilet partitions and accessories, ceiling, lighting and revisions to mechanical systems, floor, and painting. The WPD will be responsible for color selections for all materials. No structural modifications are anticipated or included in this proposal. It is anticipated that the WPD staff will be doing the remodeling and the project will not be going out for general contractor bidding.

BASIC SCOPE OF SERVICES – DESCRIPTION OF WORK

SHEMATIC DESIGN – N/A

DESIGN DEVELOPMENT

Meet with the WPD to determine final fixture layout and finishes

CONSTRUCTION DOCUMENTS

Prepare Architectural / Mechanical drawings and specifications required to obtain a building permit for work related to the Project.

1. Coordinate documents prepared by WT Engineering for Mechanical Engineering with Architectural drawings prior to permit submittal.
2. Respond to the City's Code Official's comments and revise and resubmit the documents to the reasonable satisfaction of the City to receive a building permit.
3. Construction Documents are to include Demo Plans, Floor Plans, Ceiling Plans, Interior Elevations, Details, Plumbing, Electrical and HVAC drawings.

BIDDING not required

CONSTRUCTION OBSERVATION

1. Assist with product selection
2. Provide on-site observation during construction
3. Attend project meetings

TERMS

1. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project.
2. The Architect will need to review the proposed agreement provided as part of the Request for Proposal with the District to negotiate the final terms and conditions.
3. Termination – The District can terminate architect at any time for its convenience. Payment is due for work completed up to the day the written termination notice is received.
4. Architect, Owner and Consultants agree to provide electronic file format information for drawings and other work between them; however, each party is responsible to verify the accuracy of the electronic information provided based upon hard copies.

INSURANCE

Upon acceptance of this proposal, the Architect shall provide the WPD with all required documentation to meet the District's requirements and shall be part of the signed negotiated agreement.

WORK NOT INCLUDED IN BASIC SERVICES

1. Site work
2. Asbestos abatement
3. Bid proposal forms
4. Public hearings if Special Use Zoning is required (this fees will be billed on an hourly basis) PUD approval.
5. Design of phone, computer, A/V, radio and other low voltage wiring systems.
6. Environmental, LEED or wetlands consulting and testing.
7. Civil Engineering and site surveying.
8. Landscaping Design
9. Interior Design
10. Furniture Fixtures and Equipment (FFE)
11. Soil and Material testing.
12. Cost estimating or guarantee of the final construction cost.
13. As built drawings

ADDITIONAL SCOPE OF SERVICES – DESCRIPTION OF WORK

Public Hearing for Special Use Zoning if required by the City of Wheaton. If requested, a proposal will be prepared or will be billed hourly with the rates listed below.

SCHEDULE

It is the Architects understanding that the WPD will proceed with the construction of the project as soon as the Park Board approves the project to proceed. The Architect is prepared to meet the following dates:

March 2017	Board approves Architect to proceed with Construction Documents
May 1 st 2017	Drawings completed for WPD review
May 2017	Board approves construction to begin
June 2017	Construction begins
September 2017	Construction completed

ESTIMATED COST OF CONSTRUCTION

The cost of construction for above has not yet been determined by the WPD.

COMPENSATION

Kmiecik Architects, Ltd. is pleased to provide these services for a lump sum fee ranging from \$ 7,500.00 to be billed on a monthly basis for percentage of work completed based on the following breakdown:

Architectural - Kmiecik Architects, Ltd.	\$ 4,000.00
WT Engineering (See attached proposal for breakdown)	\$ 3,500.00
Schematic Design	N/A
Design Development	10%
Construction Documents	85%
Bidding	N/A
Construction Administration	5%

ARCHITECTUAL RATE TABLE

Our hourly-based work, and any additional services approved in writing, will be provided hourly in accordance with the following rate table. Our consultants' respective rate schedules vary by consultant but are generally comparable to our own. The following rate schedule is revised at the beginning of January each year.

Principal	\$ 150.00/Hour
Project Technician	\$ 42.00/Hour

REIMBURSABLE FEES

In addition to the fees listed above, we shall invoice the Wheaton Park District for all out of office reimbursable expenses at a 1.0 multiplier. Reimbursables shall include such items as printing, photography, deliveries, etc..

We recommend that you budget \$ 200 for reimbursable expenses for this project. We shall invoice the Wheaton Park District monthly for all services provided and payment is due within thirty (30) days of your receipt of each invoice.

In house expenses are included in our hourly rates and the lump sum amount. This includes mileage, local phone calls, office supplies, in house copies, etc.

If you are in agreement with this proposal of services, please sign below.

Sincerely,



Lawrence M. Kmiecik, NCARB
President / Kmiecik Architects Ltd.

XC:

APPROVED:



Authorized Signature – Wheaton Park District

Date

Printed Name and Title

W-T MECHANICAL / ELECTRICAL ENGINEERING, LLC

MECHANICAL / ELECTRICAL ENGINEERS
2675 Pratum Avenue, Hoffman Estates, IL 60192
(224) 293-6333 FAX (224) 293-6444

February 14, 2017

**Kmiecik Architects, LTD
1621 Ashton Court
Wheaton, IL 60187-3701**

Attn: Mr. Larry Kmiecik

**Re: Central Athletic Complex – Washroom remodel
Wheaton Park District**

Dear: Mr. Kmiecik,

Pursuant to our February 9, 2017 meeting, we have prepared this agreement to provide HVAC, Plumbing and Electrical Engineering services for the above referenced project.

UNDERSTANDING OF ASSIGNMENT

As we understand you require HVAC, Plumbing and Electrical Engineering services for the proposed washroom renovations as indicated on the preliminary drawings.

SCOPE OF SERVICES

The Scope of Services is to be provided by **W-T MECHANICAL / ELECTRICAL ENGINEERING, LLC.** and will include the following.

TASK 1 – FIELD SURVEY

This Task includes the field work necessary to verify and / or measure existing conditions as required to accomplish the HVAC, Plumbing and Electrical design drawings.

TASK 2 – HVAC, PLUMBING AND ELECTRICAL ENGINEERING

This Task includes HVAC, Plumbing and Electrical design drawings, Com-Check and specifications as required for bidding, permits and construction.

TASK 3 – SHOP DRAWINGS

This Task includes review of HVAC, Plumbing and Electrical Shop Drawings and Product Data for general conformance with the design intent of the construction plans and specifications prepared by us. Our review is not for the purpose of determining accuracy and completeness of other information such as dimensions, quantities and installations, which are the responsibility of the Contractor. Contractor shall revise & resubmit shop drawings that do not conform.

TASK 4 – CONSTRUCTION ADMINISTRATION PHASE

This Task includes one (1) construction job site visit to observe the Contractor's work to determine in general, if work when completed, will be in general conformance with the Construction Plans and Specification prepared by us, for each visit, we will prepare one (1) written Construction Observation Report on the progress of the work and any non-conforming work observed and make any necessary plan interpretations.

Kmiecik Architects, LTD
Mr. Larry Kmiecik
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FEE PROPOSAL

We propose to provide the Scope of Services defined above in accordance with the attached General Conditions for the following fees:

TASK 1	\$ 600.00
TASK 2	\$2,000.00
TASK 3	\$ 300.00
TASK 4	<u>\$ 600.00</u>
TOTAL	\$3,500.00

All additional services or changes in Scope of Work shall be invoiced on a time card hourly basis per the attached Rate Schedule. All plots, prints, messenger services, travel expenses, etc. shall be invoiced as a reimbursable expense. Project will be invoiced upon completion of each task with payment due within thirty, (30) days of invoice date.

I trust this meets with your approval. If so, please sign both copies and return one (1) to us. I look forward to working with you on this project.

Respectfully Submitted,

W-T MECHANICAL / ELECTRICAL ENGINEERING, LLC



Joe Hainaut
VP Operations

Accepted this _____ day of _____, 2017

Kmiecik Architects, LTD

GENERAL TERMS AND CONDITIONS

BILLING AND PAYMENT – The Client agrees to compensate the Design Professional for services completed per the fix fee pricing given above. Reimbursable expenses shall be billed at cost plus 5%. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest of 1-1/2 percent per month compounded daily applies to all invoices outstanding after thirty days. In the event any amount becomes past due, the design professional may give 7 days' notice of intent to suspend or terminate the contract.

CONSEQUENTIAL DAMAGES – The Client and Design Professional both agree to waive consequential damages for claims, disputes or other matters arising from or related to this Agreement against each other.

DELAYS – The Design Professional will not be liable for delays due to force majeure or for any delays caused by others or by circumstances outside the control of Design Professional.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation. Mediation shall be initiated by a written demand served by any party hereto to the other party. Mediation shall take place at such forum and with a mediator acceptable to both parties hereto. Costs of mediation shall be shared equally by the parties.

ENVIRONMENTAL – The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

JOBSITE SAFETY – The Design Professional is not responsible for job site safety or for construction means, methods, techniques or sequences. Job site safety and construction means, methods, techniques or sequences are the responsibility of the Contractor.

LIMITATION OF LIABILITY – The Client agrees, to the fullest extent permitted by law, 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 paid for services rendered on the Project pursuant to this Agreement. It acknowledged and agreed that this limitation of liability applies to any and all causes of action, be it sounding in contract, tort, statutory violation or otherwise. The Client agrees to bring any claims against the Design Professional Company, not any individual directors, officers or employees of the Design Professional.

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.

OWNERSHIP OF INSTRUMENTS OF SERVICE – All documents, including drawings, plats, and other data prepared or furnished by Design Professional pursuant to this Agreement are Instruments of Service with respect to the Project. The Design Professional retains all intellectual property rights including common law, statutory, and other reserved rights in the instruments of service, including copyrights. The Design Professional grants Client a license to use Instruments of Service for the sole purpose of constructing the Project provided Client shall comply with all obligations required by this Agreement, including prompt payment of all sums when due. Any termination of this Agreement prior to completion of the services shall terminate this license. The Owner agrees to limit use of the instruments of service to this site-specific project only.

PERMITS AND APPROVALS – It is the responsibility of the Owner to obtain all necessary permits and approvals. The Design Professional will assist the Owner as mutually agreed in writing.

NONCONFORMING WORK – Based upon its site observations pursuant to the terms of the Agreement, the Design Professional shall bring any known nonconforming work to the attention of the Client as soon as reasonably possible.

RIGHT OF ACCESS – The Design Professional shall have access to the job site whenever work is in preparation or in progress.

STOP WORK AUTHORITY – The Design Professional has no stop work authority.

STANDARD OF CARE – The standard of care for all professional services performed or furnished by Design Professional under this Agreement will be the skill and care used by members of the Design Professional's profession practicing under similar circumstances at the same time and in the same locality. Design Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Design Professional's services.

TERMINATION – The contract may be terminated by either party for convenience with 14 days written notice, or for cause with 7 days written notice by either party. The project may be suspended by the client with 30 days written notice. In the event of suspension or cancellation for convenience, the Client shall pay all fees and expenses incurred prior to the date of notice.