



6 April 2018

Mr. Steve Hinchee
Superintendent of Planning
Wheaton Park District
102 E Wesley St
Wheaton, IL 60187

Re: Northside Family Aquatic Center
Pool Stair Addition

Dear Mr. Hinchee:

Thank you for contacting Williams Aquatics regarding the Pool Stair Addition project at the Northside Family Aquatic Center.

We are pleased to provide you with a Proposal / Agreement for these services. If you have questions or require additional information, please contact me. Thank you for the opportunity to submit this proposal.

Cordially,

A handwritten signature in black ink, appearing to read "Tom Poulos", written in a cursive style.

Tom C. Poulos, AIA
Vice President / Managing Principal

A handwritten signature in black ink, appearing to read "Rick Klarck", written in a cursive style.

Richard S. Klarck
Lead Aquatic Engineer

TCP / KI

6 April 2018

Proposal / Agreement

Pool Stair Addition
Northside Family Aquatic Center
WA Project #2018-TBD
1509 N West Street
Wheaton, IL 60187

PLANNING GOALS AND OBJECTIVES

Design of a stair entry, meeting ADA requirements, into the existing main pool. The stair entry will be adjacent to the main pool on the north side and will require extension of the existing stainless steel pool perimeter gutter.

BASIC SERVICES

Design Development Phase:

- Visit site to gather existing conditions data.
- Prepare preliminary design drawings for the proposed concept of the pool stairs.
- Review the systems with the Owner.

Construction Document Phase:

- Prepare Construction Documents and aquatic specifications for bidding and Illinois Department of Public Health permit.
- Submittal of plans to the Illinois Department of Public Health.
- Respond to the Illinois Department of Public Health review comments.
- Secure Illinois Department of Public Health permit.

Bidding / Negotiations Phase:

- Attend pre-bid meeting for installation bid package.
- Answer questions and provide clarifications for bidders.
- Issue addenda as required.
- Assist in selection of contractor.

Construction Administration Phase:

- Provide clarifications and answer questions as required.
- Review shop drawing submittals.
- Make one site visit during construction.
- Make final site visit and prepare punch list.



EXCLUSIONS

The following services are not included:

- Front end Project bidding requirements
- Bidding of Project
- Pipe testing both exposed and underground
- Mechanical, Electrical or Plumbing engineering.
- Site surveys.
- Soil test.
- Design of special foundations, deck supports, caissons, etc.
- Detailed construction cost budgeting
- Any permit fees.

COMPENSATION

Compensation is being proposed on a fixed lump sum basis of Eight Thousand Five Hundred Dollars (\$8,500.00).

The fee shall be distributed as follows:

Design Development	\$ 2,550.00	(30% of Total Fee)
Construction Documents	\$ 4,250.00	(50% of Total Fee)
Bidding / Negotiations	\$ 425.00	(05% of Total Fee)
Construction Administration	\$ 1,275.00	(15% of Total Fee)
TOTAL	\$ 8,500.00	(100% of Total Fee)

INVOICES:

We shall invoice on a monthly basis for all services provided and payment is due within thirty (30) days of your receipt of each invoice.

REIMBURSABLE EXPENSES:

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.15 multiplier. Project related Reimbursable Expenses include such items as travel, vehicle mileage, tolls, printing, copies, photography, renderings / slides, phones & fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc.

ADDITIONAL SERVICES:

Additional Services shall include those services not noted as Basic Services in this proposal. Additional services shall include any increases in Project scope.

Any services provided on an hourly basis and Additional Services requested in writing for work not included, shall be provided in accordance with the rates listed below. These rates shall be revised at the beginning of June each year. The following rates shall hold thru 31 May 2018.

RATE TABLE

Principal II	\$ 220.00/Hour
Principal I	\$ 203.00/Hour
Associate Principal.....	\$ 187.00/Hour
Senior Associate/Senior Project Mgr.	\$ 181.00/Hour
Associate / Project Manager	\$ 166.00/Hour
Architect III	\$ 146.00/Hour
Architect II	\$ 135.00/Hour
Architect I	\$ 121.00/Hour




Senior Project Coordinator II	\$ 146.00/Hour
Senior Project Coordinator I	\$ 135.00/Hour
Project Coordinator IV.....	\$ 110.00/Hour
Project Coordinator III.....	\$ 101.00/Hour
Project Coordinator II.....	\$ 85.00/Hour
Project Coordinator I.....	\$ 74.00/Hour
Project Technician II.....	\$ 57.00/Hour
Project Technician I	\$ 44.00/Hour
Aquatic Engineer II.....	\$ 174.00/Hour
Aquatic Engineer I.....	\$ 133.00/Hour
Director of Marketing.....	\$ 163.00/Hour
Marketing Coordinator	\$ 117.00/Hour
Accounting	\$ 156.00/Hour
Secretarial	\$ 110.00/Hour
Clerical	\$ 78.00/Hour

TERMS & CONDITIONS

Refer to Exhibit-A, Terms & Conditions which are made part of this agreement.

Wheaton Park District and Williams Aquatics agree to the terms stated herein as of the first date written above.

WHEATON PARK DISTRICT:

 per Mike Bonard 6/4/18
Authorized Representative Signature

Andy Bonary Wheaton Park District
Authorized Representative Printed Name & Title
Director of Special Facilities



Exhibit-A, Terms and Conditions

Date: 6 April 2018

Owner: Wheaton Park District
102 E Wesley St
Wheaton, IL 60187

Consultant: Williams Aquatics
500 Park Blvd, Suite 800
Itasca, IL 60143

Project: Wheaton Park District – Northside Family Aquatic Center
Pool Stair Addition

The Owner and the Architect agree to the Terms and Conditions as set forth below.

ARTICLE 1 ARCHITECT'S BASIC SERVICES

- 1.1 Basic Services shall be based upon the Project Scope as outlined in the attached agreement.
- 1.2 The Architect's services consist of those performed by the Architect, Architect's employees and Architect's consultants as enumerated in this Agreement.
- 1.3 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.
- 1.4 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project Budget.
- 1.5 If additional services are required, services which are not part of the Architect's Basic Services, the Architect shall proceed with said Additional Services only upon providing written notice to the Owner.

ARTICLE 2 OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions and approvals in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 ARCHITECT'S COMPENSATION

- 3.1 If Project Scope and Budget are revised during Architect's Basic Services, each shall be subject to adjustment(s), and Architect's Compensation shall also be adjusted accordingly. However, such adjustments shall only be made upon written approval of Owner and Architect in the form of an Amendment to this Agreement.
- 3.2 Architect's Compensation for Additional Service shall be billed on an hourly basis unless agreed upon otherwise.
- 3.3 Invoices shall be sent monthly with payment due 30 days from invoice date.

ARTICLE 4 OTHER TERMS, CONDITIONS OR SERVICES

- 4.1 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.



- 4.2 If Architect's Basic Services for the Project are not completed within twelve (12) months of the date of this Agreement, terms of Agreement shall be subject to change upon written approval of Owner and Architect as an Amendment to this Agreement.
- 4.3 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 4.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause of termination.
- 4.5 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement.
- 4.6 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect, in execution or performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.
- 4.7 Owner and persons claiming through Owner agree to limit the liability of the Architect, its agents, consultants and employees, for all claims arising out of, in connection with or resulting from, the performance of services under this Agreement to the proceeds of Architect's professional liability insurance, which the Architect agrees to maintain in the aggregate amount of \$2,000,000.00 during the performance of service hereunder and for a period ending upon issuance of the Certificate of Substantial Completion.
- 4.8 Architect and each of its consultants shall maintain, at no expense to Owner, general liability and workers compensation coverages placed with companies rated with at least "A-" by Best's. General liability policy shall name Owner and its officers and employees as additional insureds. Architect and each of its consultants shall be required to submit a certificate of insurance, and insurance carriers shall submit written notice to Owner not less than Thirty (30) days prior to any cancellation of coverage. Architect shall submit written notice to Owner not less than Thirty (30) days to any reduction of coverage by endorsement. By endorsement, Architect's certificate on insurance shall evidence the coverages required herein.
- 4.9 Architect makes no warranties, express or implied. Nothing contained in the Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. This limitation shall also apply to any certification or representation made by Architect as an accommodation upon request of the Owner.
- 4.10 In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's work or any other cause beyond the reasonable control of the Architect, the time for completion of the Architect's work shall be extended by the period of resulting delay.

END

