

# REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

**Project Name & Number:** Horace Mann Park Pool Replacement  
Project No. PR11-1942

**CIP #:** 50864

**Project Description:** Design and construction administration services for Concept "A" from the 2012 Feasibility Study.

**Consultant:** Fennell Design, Inc.

**Original Contract Amount:** \$395,750.00

**Original Contract Date:** August 20, 2013

**Original Completion Date:** June 1, 2015

**Addendum No:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_

**Current Completion Date:** \_\_\_\_\_

**Change Requested:** \_\_\_\_\_


**New Contract Amount:** \_\_\_\_\_ \$0.00

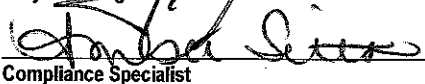
**New Completion Date:** \_\_\_\_\_

**Funding Source This Request:**


Amount	Dept.	Line Item	Fund	Comments
\$375,750.00	132	4223	107	design and construction administration
\$20,000.00	132	4223	107	reimbursables
\$395,750.00	<b>Total</b>			

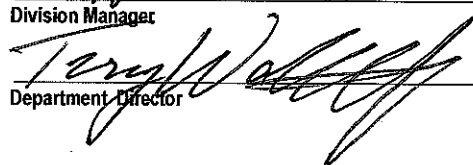
### Agreement Review & Approvals

 8/16/13  
Project Manager Date

 8/16/13  
Compliance Specialist Date

\_\_\_\_\_  
City Attorney Date

 8-7-13  
Division Manager Date

 8-7-13  
Department Director Date

**ROUTING INSTRUCTIONS**

Route two originals of the Agreement for review and signatures.  
Finance Office - Retain one original  
Project Manager - Retain second original for delivery to Consultant  
cc: Public Works  
Engineering  
Project Manager

**FINANCE OFFICE USE ONLY**

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

	Date	Initials	Approved
Appropriation	8/8/13	JD	<input checked="" type="radio"/> Y <input type="radio"/> N
Cash Flow			<input type="radio"/> Y <input checked="" type="radio"/> N

**Agreement Between City of Rapid City and Fennell Design Inc. for Professional  
Services for Horace Mann Park Pool Replacement,  
Project No. PR11-1942 / CIP No. 50864**

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the City of Rapid City, SD (City) and Fennell Design Inc., (Architect), located at 201 Main Street Ste. 201, Rapid City, SD 57701. City intends to obtain services for Horace Mann Park Pool Replacement, Project No. PR11-1942 / CIP No. 50864. The scope of services is as described within this document and as further described in Exhibits A and B (attached).

The City and the Architect agree as follows:

The Architect shall provide professional services for the City in all phases of the Project and as further defined in Exhibits A and B (attached), serve as the City's professional representative for the Project, and give professional consultation and advice to the City while performing its services.

**Section 1—Basic Services of Architect**

**1.1 General**

- 1.1.1 The Architect shall perform professional services described in this agreement, which include customary architectural services. Architect intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Architect for the City are rendered on the basis of experience and qualifications and represent Architect's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Architect licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Architect pursuant to this Agreement are instruments of service in respect of the Project and Architect shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Architect from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.
- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.



## 1.2 Scope of Work

The Architect shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

## Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Architect.

## Section 3—Notice to Proceed

The City will issue a written notification to the Architect to proceed with the work. The Architect shall not start work prior to receipt of the written notice. The Architect shall not be paid for any work performed prior to receiving the Notice to Proceed.

## Section 4—Mutual Covenants

### 4.1 General

- 4.1.1 The Architect shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Architect each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Architect.



- 4.1.4 This agreement constitutes the entire agreement between the City and the Architect and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 4.1.5 The Architect shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Architect's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Architect shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Architect, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Architect. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Architect will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Architect and (b) by the Architect for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Architect will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.



If termination is due to the failure of the Architect to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Architect shall be liable to the City for any additional cost to the extent directly resulting from Architect's action.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Architect involving transactions related to this agreement for ~~three years~~ after final payment. All examinations will be performed at reasonable times, with proper notice. Architect's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions 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.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Architect. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Architect if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Architect and the Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials



may be present at the jobsite or any adjacent areas that may affect the performance of Architect's services, Architect may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Architect the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Architect, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Architect, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Architect hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

#### 4.2 **City of Rapid City NonDiscrimination Policy Statement**

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Architect will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.



## **Section 5—Payments to the Architect**

### **5.1 Schedule of Pay Rates**

The City will pay the Architect for services rendered or authorized extra work according to the Architect's hourly and reimbursable rate schedule described in Exhibit B.

### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$395,750.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Architect shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. ~~Prime consultant may not mark up sub-consultant or sub-contractor services.~~

### **5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Architect based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

Net payment to the Architect shall be due within forty-five (45) days of receipt by the City.

## **Section 6—Completion of Services**

The Architect shall complete services on or before June 1, 2015 based on an award date of August 19, 2013.

## **Section 7—Insurance Requirements**

### **7.1 Insurance Required**

The Architect shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.



## 7.2 Cancellation

The Architect will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

## 7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Architect, its consultants or subcontractors interests, and assumes no liability therefore. The Architect will hold the City harmless from any liability, including additional premium due, because of the Architect's failure to maintain the coverage limits required.

## 7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Architect or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate.





Coverage shall be maintained for at least three years after final completion of the services.

### **Section 8—Hold Harmless**

The Architect hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Architect and/or its employees/agents arising out of the professional services described in the Agreement.

### **Section 9—Independent Business**

The parties agree that the Architect operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Architect shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Architect is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

If this project involves construction and Architect does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Architect from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Architect's negligence.

### **Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.

### **Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.



**Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Architect, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**City of Rapid City:**

**Architect:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
FENNELL DESIGN INC.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

**Reviewed By:**

\_\_\_\_\_  
ROD JOHNSON, PROJECT MANAGER

DATE: \_\_\_\_\_

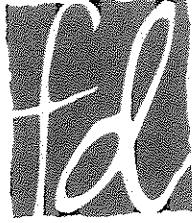
CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ARCHITECT'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Rod Johnson  
PHONE 605-716-0520  
EMAIL rod.johnson@rcgov.org

NAME Gene Fennell  
PHONE 605-716-0520  
EMAIL gene@fendesinc.com





fennell design inc

July 22, 2013

Mr. Rod Johnson,

Please find accompanying this letter our proposal for the complete design service package for the Horace Mann Pool facility and Park Improvements per our recent conversations.

We have based our proposal on a reduced Scope derived from our recently completed Horace Mann/Roosevelt Park Pool Feasibility project:

- Pool configuration(s):
  - Concept "A" from the 2012 Feasibility Study
    - Leisure Pool.
    - Lap Pool
    - Slides
    - Surge Tank
    - Accessibility features as required
    - Concrete deck surrounding the pool
    - Play features
- Accessory building
  - Treatment, Filtration, Water Heating
  - Storage
  - Shower/Change/Restrooms (Fixture count to be determined in Program Phase)
  - Lock-up system
  - Concession Area
  - Staff Areas
- Site
  - Fenced Enclosure
  - Pool Area & Building Access Controls
  - Landscape & Grade Controlling Features
  - Parking Lots, Pedestrian ways & Site Access Reconfiguration & Design
  - Service Access Paving & Approach
  - Parking & pedestrian areas lighting
  - Remote Power to logical locations
  - Night-time safety lighting
  - Service Line extension/reconfiguration as required (water, waste, power, communications)
  - Storm drainage calculations and system design

201 Main St.; Ste. 201 | Rapid City, SD 57701 | Ph. (605) 716-0520 Fax (605)716-0521  
237 N. 6th St. | Custer, SD 57730 | (605) 673-6336  
1-800-556-8791 | [www.fennelldesigninc.com](http://www.fennelldesigninc.com)

Our Proposal is structured as follows:

Program Confirmation & Preliminary OPC <sup>1</sup>	\$ 13,225
Schematic Design, Costing & Reviews	\$ 34,575
Design Development, Costing & Reviews	\$ 86,750
Construction Documents, Costing & Reviews	\$131,850
Bid, Negotiation and Plan Distribution	\$ 15,250
<u>Construction Administration</u>	<u>\$ 94,100</u>
Total Service Fee	<u>\$375,750</u>

Reimbursable Expenses are estimated to be: \$ 20,000  
(Inclusive of but not limited to Consultant travel, progress reimbursables and Document Reproduction costs)

Our preliminary Opinion of Probable Costs are derived from the May 31, 2012 Feasibility Study Final Report with an added amount for the Council Required Parking Site Improvements. The Combined Preliminary OPC (with a contingency added) is \$5,287,000.

Please see Exhibit "A" attached for further description of the anticipated Scope.

We offer an option for an Environmental Graphics Package for the project with a complete re-branding approach to signage and graphic approach to the park and pool. See attached the proposed Scope for the Environmental Graphics (Berberich Design) option which we offer at a fee of \$5,500.

Please feel free to contact me for any questions you may have about this proposal.

Sincerely,

Fennell Design Inc.



Gene A. Fennell

Attachments:

- Exhibit "A" –Scope of Services
- Exhibit "B" – Hourly Rate Sheet
- Berberich Design Scope/Phasing

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<sup>1</sup> Opinion of Probable Cost

## SCOPE OF SERVICES

- ❖ Programming
  - Pool Programming Session on site with Aquatic Consultant
    - Elements
      - Leisure
      - Lap
      - Slides
    - Base Bid
    - Alternates
  - Bathhouse Programming Session on site with Aquatic, Architect, M&E and Landscape Consultants
    - Elements
      - Concession
        - Storage
        - Sales
        - Display
      - Restrooms/Change Rooms/Family Change
      - Maintenance/Janitorial
        - Mop & Cleaning
        - Lawn Maintenance
      - Staff
        - Office
        - Break
        - Equipment
      - Treatment
        - Acid
        - Chlorine
      - Mechanical
        - Pump/Filtration
        - Storage
        - Heating
      - Service
        - Water
        - Power
        - Garbage
      - Storage
        - Seasonal
        - Daily
    - Base Bid
    - Alternates
  - Park Amenities
    - Parking
    - Traffic
    - Pedestrian Ways

- Lighting
- Drainage
- Infrastructure
  - Sewer, water, power & communications services
- Opinion of Probable Cost (\$/SF From National Estimating Guide)
- Soils Investigations (Utilize existing from previous or new?)
  
- ❖ Schematic Design
  - Preliminary Code Search
  - Architectural
    - 3 Pool Building Plan Concept(s)
    - Suggested Exterior Finish Systems
    - Pool Location Plan with sketch concepts of structure located
  - Aquatic Architect
    - Pool Plan Concept(s)
    - Accessibility Concept
    - Wireframe Treatment/Filtration/Piping/Heating Systems
  - Landscape Architectural
    - Site Plan Concept
      - Fencing Plan Concept
    - Grading Plan Concept
    - Parking & Pedestrian Path Concept
    - Landscape Plan Concept
  - Engineering
    - Mechanical [Typical Mechanical Basic Services]
    - Electrical [Typical Mechanical Basic Services]
    - Structural Foundation Systems
      - Building
      - Pools
      - Slides
    - Civil - Utility Service Routes & sizes
    - Drainage paths
  - Design Review
    - Opinion Of Probable Cost (\$/SF From National Estimating Guide)
  
- ❖ Design Development
  - Architectural
    - Building Plans
      - Floors
      - Roof
    - Ceiling Plan concept
    - Exterior Elevations (Concepts)
    - Building & Wall Sections
    - Pool Deck Plan

- Interior
    - Interior Finish Concepts
    - Proposed Materials
  - Landscape Architect
    - Parking Plans
    - Traffic Plans
    - Pedestrian Ways
    - Irrigation
    - Fence & Gates
    - Preliminary Planting Areas
    - Drive Connections for service vehicles
    - Walks to connect access points
  - Engineering
    - Structural
      - Foundation System Design
        - Building
      - Tank Structural Designs
        - Pool
        - Surge
      - Building Framing
    - Mechanical - Typical (HVAC Layout, Plumbing Layout and Fixture Review & Selection)
    - Electrical – Typical (Review & Decide Fixture types, Determine Special Needs, Locations of devices, Pool Deck Night Safety Lighting.)
  - Reviews
    - Preliminary Approvals Through City Planning and Engineering for Drainage, Utility Connections/Sizing and Floodway Reviews
  - Opinion of Probable Cost
    - Pool Contractor Review and Opinion
- ❖ Construction Documents
- Architectural
    - Plans - Building
      - Floor
      - Roof
      - Reflected Ceilings
      - Concession Layout
      - Change/Shower/Locker Rooms
    - Sections
      - Building
      - Walls
    - Elevations
      - Building

- Restrooms
- Casework
- Doors & Windows
- Details
  - Doors & Windows
  - Exterior Finishes
  - Others as Needed
- Technical (Performance) Specifications
  - Bid Front End
  - Technical Specifications
- Interior
  - Interior Detailing & Partitions
  - Finish Specification
  - Code Required Signage
- Landscape Architect
  - Site Amenities
  - Landscaping
    - Planting Plans/Details
    - Irrigation
    - Walks
    - Fencing
    - Grading/Drainage Plans
  - Technical (Performance) Specifications
- Engineering
  - Structural - Building
    - Foundation & SOG (Slab On Grade) System
    - Notes
      - Design
      - Inspection
    - Framing System/Details
    - Roof Framing
    - Details
    - Technical Specifications
  - Structural - Pool
    - Foundation & Pools/Surge Tank Systems
    - Notes
      - Design
      - Inspection
    - Details
    - Technical Specifications
  - Mechanical –
    - Plans
      - Plumbing



- HVAC
    - Schedules
      - Fixtures
      - Heating/Ventilating Components
      - Louvers
    - Technical Specifications
  - Electrical-
    - Plans
      - Power
      - Lighting
      - Communications Raceways (Devices not included)
    - Schedules
      - Fixtures
      - Devices (other than Communications)
      - Panels
    - Technical Specifications
  - Opinion of Probable Cost
    - Contractor Review and Final Opinion
- ❖ Bidding
  - Advertisement/Invitation
  - Bid Documents Distribution
  - Addenda
  - Bid Tabulation
  - Recommendations
- ❖ Construction Administration
  - Construction
    - Shop Drawing Reviews
    - Pertinent Progress Meetings At Pertinent Construction Progress
    - Pay Application Review & Recommendation
    - Change Proposal Reviews
    - Certificate of Substantial Completion
      - Punch List
      - Value of Incomplete Work
      - Schedule of Completion
    - Final Project Observation

Exhibit B

**FENNELL DESIGN INC. - HOURLY RATE SCHEDULE**

Principal.....	\$115.00
Project Manager/ Architect .....	\$105.00
Design Architect.....	\$95.00
Interior Designer .....	\$95.00
Illustrator/Computer Graphics .....	\$85.00
CADD Technician .....	\$60.00
Administrative.....	\$50.00
Consultants .....	Hourly Rate + 10%
Illustration .....	Negotiated (\$1,000 - \$2,500 estimated)
Add for Sales Tax when applicable .....	6.00% +/- (Per location)

**Reimbursable Expenses:**

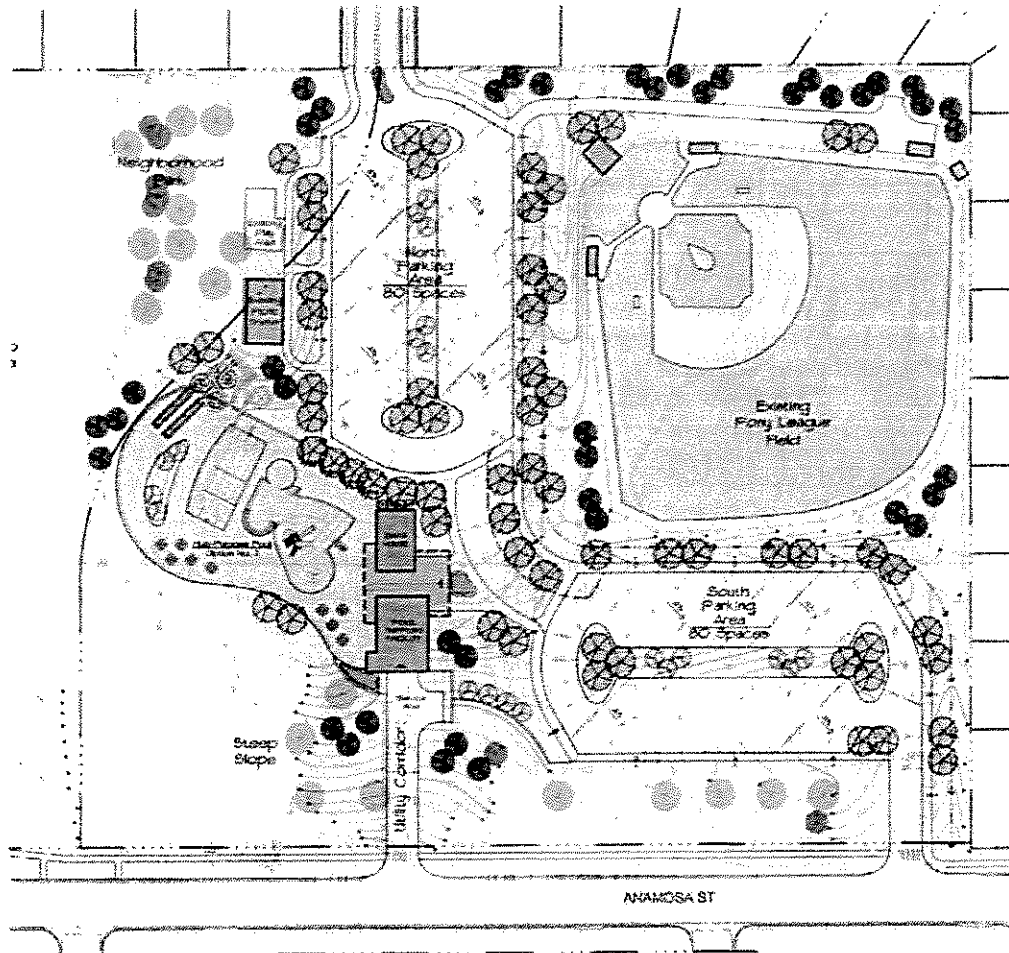
11" x 17" Drawings .....	\$0.25 / sheet
11" x 17" Drawings (Color).....	\$0.50 / sheet
24" x 36" Drawings .....	\$2.00 / sheet
24" x 36" Drawings (Color).....	\$10.00 / sheet
8 ½" x 11" Copies .....	\$0.10 / page
8 ½" x 11" Copies (Color).....	\$0.25 / page
Mileage.....	FIT Rate / mile

All other reimbursable expenses are charged at invoice rate.



### Final Concepts

The Final Concepts presented are those that were viewed at the Open House. Each of the concepts represents a pool configuration, a site parking option, a bathhouse configuration and a pool enclosure configuration. There is potential to mix & match some of the elements to some level. The Bathhouse configurations were determined by the orientation of each pool to the site.



Final Concept A  
Multi-Purpose Pool - Option No. 2a

## Horace Mann Park



### SITE CONCEPT A

This concept features a parking layout that keeps the current parking lot configurations and disconnects the through traffic. It features 4-lane lap pool disconnected from a zero-entry leisure pool. (3) water-slides utilize the existing playground hill for their start point; two are roll-out slides and one is a drop-slide. The bathhouse features a centered entry with a lower level pump-room.