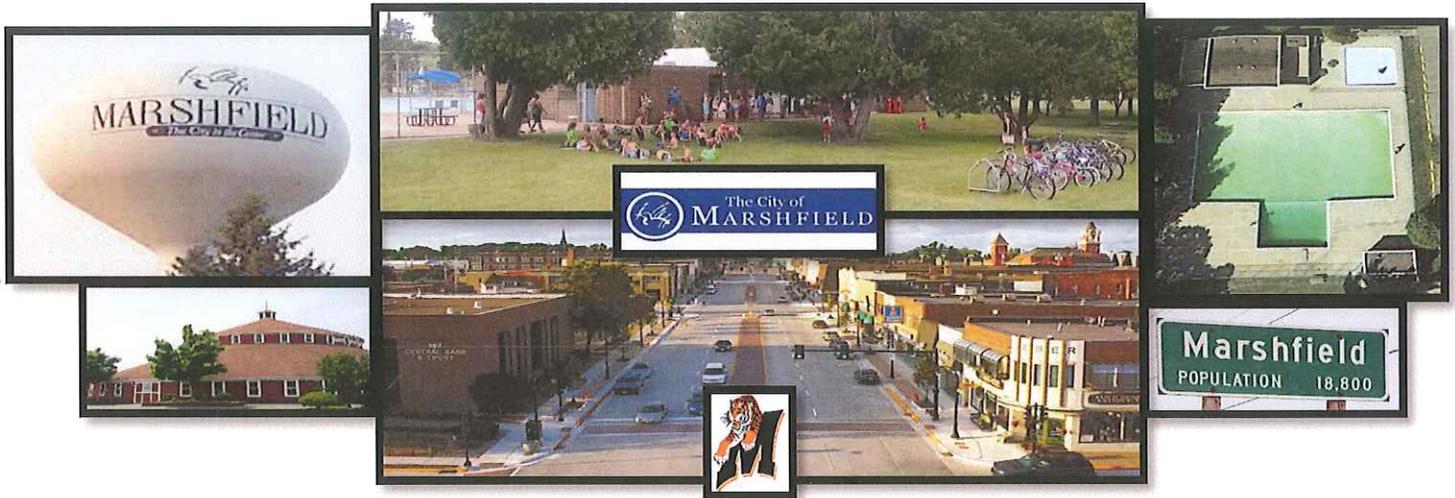


PROPOSAL FOR  
PROFESSIONAL SERVICES FOR THE  
CITY OF MARSHFIELD:  
HEFKO MUNICIPAL SWIMMING POOL PROJECT  
JULY 21, 2016



**COMPANY INFORMATION:** BURBACH AQUATICS, INC.  
5974 Highway 80 South, P.O. Box 721  
Platteville, WI 53818

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Email: [baae@centurytel.net](mailto:baae@centurytel.net)  
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FOR THE CITY OF MARSHFIELD:  
HEFKO MUNICIPAL SWIMMING POOL PROJECT

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**BURBACH AQUATICS, INC.**  
**ARCHITECTS & ENGINEERS**

*Your Quality Choice for Aquatic Design !*

www.burbachaquatics.com | bane@centurytel.net

## A) Letter of Transmittal

July 21, 2016

TO: Justin Casperson-Parks & Recreation Director  
City of Marshfield  
630 S. Central Avenue, Suite 201R  
Marshfield, WI 54449

FROM: Burbach Aquatics, Inc.  
David F. Burbach, P.E.  
5974 Highway 80 S.  
Platteville, WI 53818

RE: Response to the City Of Marshfield's Request for Proposals for the Hefko Municipal Swimming Pool Project.

Dear Mr. Casperson,

Thank you for the opportunity to submit a proposal for the proposed Hefko Municipal Swimming Pool Project. After reviewing the City of Marshfield's Request for Proposal and familiarizing ourselves with the background and unique challenges of this project, Burbach Aquatics, Inc. (BAI) feels that we are the most qualified firm. BAI offers the following facts for your consideration:

- 1.) BAI only works with municipal clients on municipal pool projects, specialization is imperative;
- 2.) In 37 years BAI has performed professional services for over 40 communities with WPA era Pools and Bathhouses;
- 3.) BAI's specialization in this field has given us the experience to properly negotiate key Stakeholder relationships in the Communities we work with. (YMCA's, School Districts, Community Groups, and Colleges/Universities)
- 4.) In May 2016, BAI completed our 38th consecutive Referendum victory to fund our municipal pool projects;
- 5.) BAI has helped our clients raise over \$14.35 million over the last three years to help fund our municipal pool projects;
- 6.) BAI's extensive pre-design services include developing a financial pro-forma on all of our projects prior to any significant financial commitment from our municipal clients;
- 7.) With 37 years and still going strong, over 600 aquatic facilities designed, BAI wants to be your Aquatic Design Professional and have the City of Marshfield become one of our hundreds of satisfied clients.
- 8.) BAI's municipal swimming pools are state-of-the-art, heavy duty with a 50 year design life. They operate much cleaner and safer, because of our exclusive 100% reverse flow and multipoint feed system, which requires less chemicals for better balanced pool water.

BAI welcomes the opportunity to further discuss our proposal with you, as well as conduct a tour of nearby BAI Family Aquatic Centers. Should you have questions or request for meetings, please contact our Platteville office by phone at 608-348-3262, by fax 608-348-4970, by cell phone 815-275-3470 or by email at [baae@centurytel.net](mailto:baae@centurytel.net) . We look forward to scheduling an interview with the City of Marshfield to discuss our approach, qualifications and cost.

The men and women of BAI look forward to serving your community on this very important project

Sincerely,

David F. Burbach, P.E.  
President, Burbach Aquatics, Inc.

## **B) Experience**

Burbach Aquatics, Inc. (BAI) is a qualified professional architectural and engineering firm specializing in the development, design and construction consultation of municipal aquatic and recreation center facilities. BAI offers a seamless approach to helping Communities with their recreation and aquatic needs. Our clients range from Cities, Villages, Towns, Municipal Park and Recreation Departments to self-taxing Park Districts. BAI is currently in their seventeenth generation of family aquatic/recreation center design. BAI has completed our 36th year of never having a failed pool vessel. BAI is known for providing rock-solid design of award-winning facilities on municipal budgets.

There are tremendous differences between professional firms. Designing and engineering aquatic facilities is BAI's only business. BAI is a full service Architectural and Engineering firm of close knit individuals including a Professional Aquatic Engineer, Professional Architect, Plan Designers, Project Managers and support staff. This combination of staff all in one firm creates a streamlined approach to your project, providing consistency from project inception through opening day and beyond. All of our professional services, from architectural design, aquatic engineering through project management, are completed in-house.

BAI is keenly aware of how critical our presence is throughout the entire project. It is our goal to provide the highest level of service throughout the project life and to exceed all of our competitors.

BAI is completely independent of pool suppliers, pool builders, pool contractors and pool equipment manufacturers. Since BAI is not influenced by outside sources, we work solely for the facility Owner and only in their best interest. BAI is one of a handful of firms in the nation that is completely independent. This means we do not benefit from commissions, exclusive equipment specifications or contractor rebates. We offer a very structured approach to helping Communities reach their project goals.

BAI is experienced and sensitive to the municipal political environment that surrounds high profile municipal recreation and aquatic projects. BAI is eminently qualified to provide professional services for projects up to \$25,000,000.00. Our unparalleled selection of amenities, time-tested engineering, heavy-duty steel reinforced concrete, 100% roll-out gutters, our Contractor Awareness Program (C.A.P.) and our Three Prime Contract approach are only a few of the many proprietary features for which our firm is recognized.

"Green" aspects of facilities concern many Owners and their citizens. BAI has foreseen this development and almost 9 years ago designed the first ever, horizontal geo-thermal heating and cooling system for a mid-western municipal natatorium. BAI has also designed facilities to reduce chemical consumption and generate chlorine on-site, which will further reduce the carbon footprint.

The combination of our strong aquatic engineering evaluations, detailed feasibility studies, award-winning design service, and input from the client and their public culminates in a package of Professional Services that are beyond compare. Our Scope of Services is grouped in a logical progression and reflects the maturing of a municipal aquatic/recreation project.

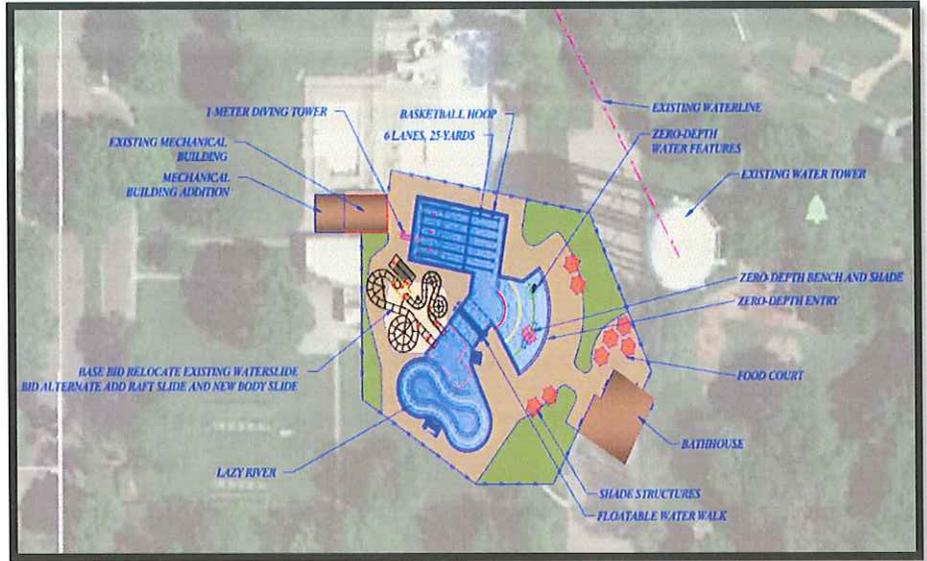


**Vermillion, South Dakota –**  
**(Currently under Construction)**

This project consists of a new multi-purpose zero depth pool with two waterslides, toddler slide, lazy river, shade features, mechanical building, and bathhouse that includes ADA standards.

John Prescott, City Manager  
605-677-7050  
Jim Goblirsch, Director  
Park and Recreation Department  
605-677-7081

**Planned for Completion – Summer 2017**  
**Project Cost: \$4,990,000.00**



**Waupun, Wisconsin –**

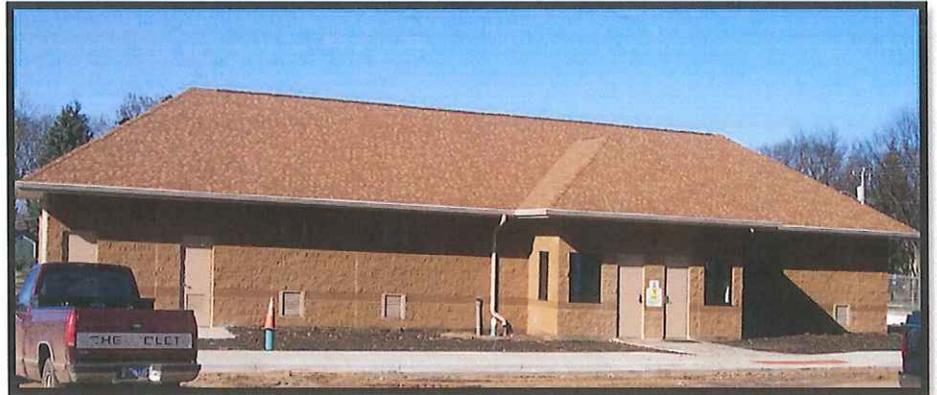
This outdoor aquatic center project consists of a zero depth entry pool vessel, competition lanes, waterslides, fish "tot" slide, spray features, two diving boards, shade structures, mechanical building, multi-purpose ADA bathhouse and concessions.

Kyle Clark, Mayor  
920-324-7900

**Completed – June 2014**  
**Project Cost: \$4,247,892.00**

**Beresford, South Dakota –**

This FEMA Storm Shelter Bathhouse was completed as the first stage of the project. The City of Beresford was able to secure a \$750,000 federal grant with assistance from Burbach Aquatics, Inc. for construction of the bathhouse. The dual purpose bathhouse was designed to withstand a direct hit from a F5 category tornado. The City initiated bidding of the swimming pool portion of the project in July 2016, which will consist of a zero depth entry pool vessel, competition lanes, tot slide, spray features, diving boards, shade structures and new mechanical building.



James Fedderson, Mayor  
605-763-2008  
Jerry Zeimetz, City Administrator  
605-751-9210

**Completed – December 2015**  
**Project Cost: \$1,188,124.00**



**Norfolk, Nebraska –**

This project consisted of a new regional outdoor aquatic center with a wave pool, competition pool, water walk, zero depth entry pool, interactive play system, waterslides, shade structures, mechanical building, multi-purpose ADA bathhouse and concessions.

Dennis Smith, City Engineer  
402-884-2020

**Completed – June 2012**  
**Project Cost: \$10,120,418.50**

**Fremont, Nebraska –**

This project was comprised of a new multi-purpose zero depth pool with two waterslides, wave pool, splash pad, mechanical building, shade structures and new bathhouse that included ADA standards.

Kim Koski, Director  
Parks & Recreation Department  
402-727-2810

Completed – May 2007  
Project Cost: \$4,690,859.91



**Fort Atkinson, Wisconsin -**

This project was an all-new facility, which replaced a failed traditional pool. Flood plain and poor soils were design issues that BAI addressed on this project.

Scott Lastusky, Director  
Park and Recreation Department  
920-563-7781

Completed – Spring 1992



**Red Wing, Minnesota –**

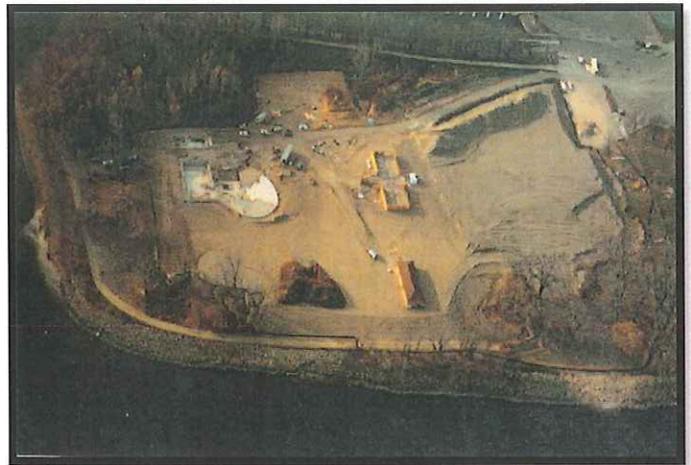
This challenging project is comprised of a completely new Family Aquatic Center placed on an island, in the Mississippi River. 440 friction pilings were driven to an average depth of 125'. Pool vessel, mechanical building, concessions, bathhouse and all shade structures required a deep foundation. Built above the 500 year flood plain, which proved to be very fortunate, as the 100 year elevation was reached twice during the spring when the facility opened.

This project consisted of a large zero-depth entry pool with competition lap lanes, diving hopper, diving boards, two waterslides, sand play area, two picnic shelters, mechanical building, concession building and ADA bathhouse.

**Completed - 2001**



440 -125' long friction pilings for bathhouse and pool vessel



70,000 cubic yards of free sand elevated site 13'



100 year flood event 2001.



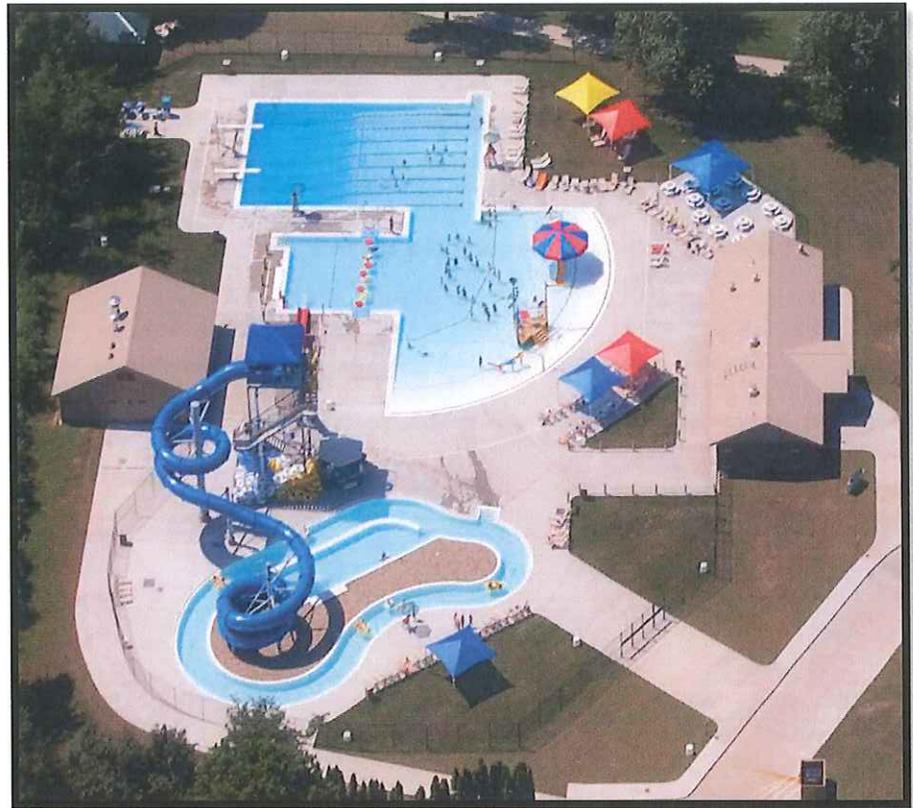
Completed facility next to the Mississippi River.

**Grinnell, Iowa –**

This project included a new outdoor aquatic center, lazy river, competition pool, water walk, zero depth entry pool, interactive play system, shade structures, mechanical building, and ADA bathhouse and food court.

Russell Behrens, City Manager  
641-236-2666

**Completed – June 2010**  
**Project Cost: \$4,603,948.40**



**Adel, Iowa –**

This project comprised of a new outdoor aquatic center, zero depth entry pool, water walk, splash pad, waterslide, tot slide, shade structures, two diving boards, mechanical building, food court and ADA bathhouse.

Nick Schenck, Director  
Parks and Recreation Department  
515-993-4525, Ext. 15

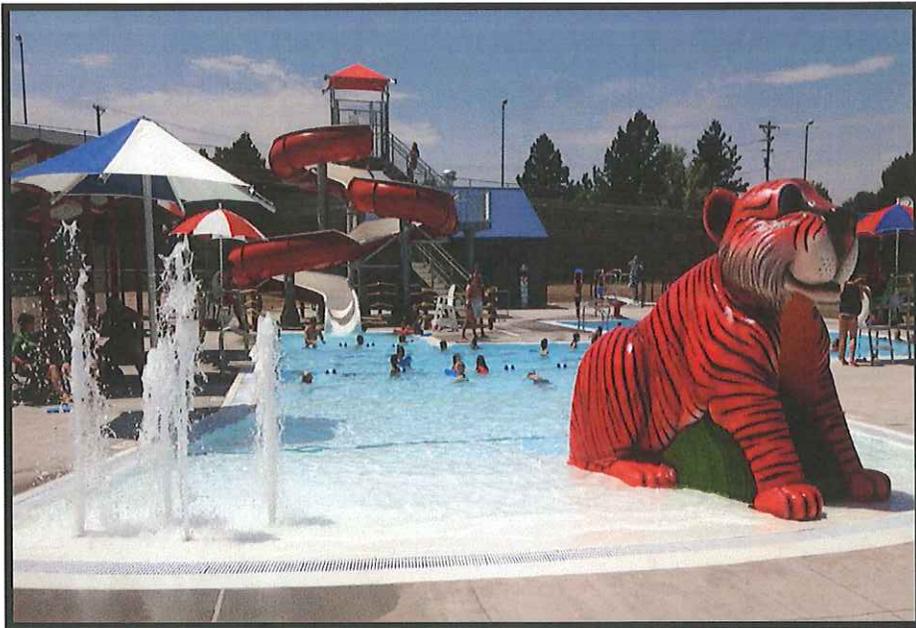
**Completed – July 2013**  
**Project Cost: \$4,356,480.00**

**Albion, Nebraska-**

This project comprised of a new outdoor aquatic center, zero depth entry pool, splash pad, water walk, tot slide, spray features, waterslide, shade structures, two diving boards, mechanical building, concessions and ADA bathhouse.

Andrew Devine, City Administrator  
402-395-2428

**Completed – June 2014**  
**Project Cost: \$3,415,422.00**



**Lusk, Wyoming-**

This facility has become a source of "community pride" for 1,400 residents in rural Wyoming. The facility includes an outdoor aquatic center with zero depth entry pool, waterslide, tiger tot slide, spray features, diving board, shade structures, mechanical building, multi-purpose ADA bathhouse and concessions.

Patricia Smith, Mayor  
307-334-3612  
Todd Skrukud, Director  
Public Works Department  
307-334-3622

**Completed – June 2014**  
**Project Cost: \$3,051,183.00**

## **C) Organization- BAI Team Members**

The principal team members are David Burbach, P.E., President; Fred Matthias, AIA; Andy Pennekamp, P.E.; Jeffrey Eastman, Carol Tracy and Roger Schamberger. Mr. Burbach would serve as your lead contact person in all phases of the Project and would be responsible for overall coordination of our professional service; Mr. Burbach would also serve as the lead Aquatics Professional (Registered P.E. State of Wisconsin) with assistance from Mr. Pennekamp. Mr. Matthias (Registered Wisconsin Architect) would serve as the lead Architect. Mr. Eastman would serve as your Project Manager. Ms. Tracy would serve as the lead on all documents, timelines and scheduling. Mr. Schamberger would serve as concession/food service lead and assist with programming evaluation, space needs and project schedules. Our Team's resumes and roles in your project are as follows.

These are six of the key personnel from Burbach Aquatics, Inc. (BAI) which will be involved in your project along with support from our technical and staff personnel. The personnel at BAI are all highly trained and work well together as a project team. BAI has consistently endeavored to produce State-of-the-art aquatic facilities on municipal budgets. All Professional Services provided by your project team will be completed in our Platteville, Wisconsin office.

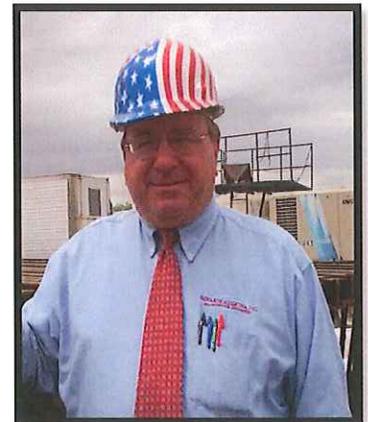


### **Key Personnel Resumes**

#### **David F. Burbach, P.E. – President and Director of Aquatic Recreation Services**

**Work Experience:** Mr. Burbach is a registered civil, mechanical and electrical Professional Engineer in numerous states. Mr. Burbach's previous employers include: the Minnesota Department of Transportation; the Chicago-based engineering firm of Westenhoff and Novik; the Village of Hanover Park, Illinois; the Village of Barrington, Illinois; and has been self-employed as a municipal civil, mechanical and electrical consulting engineer for 36 years. Mr. Burbach has been planning and designing recreation assets for 39 years.

**Education:** Bachelor of Science in Civil Engineering from the University of Wisconsin-Platteville and many continuing education programs.



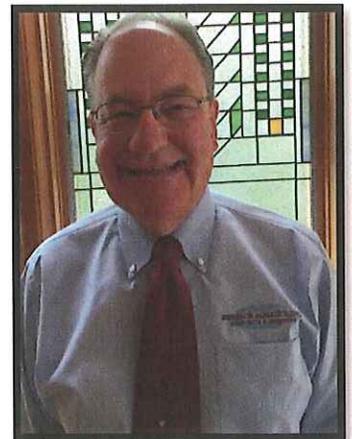
**Professional Licenses & Affiliations:** Registered Professional Engineer: State of Wisconsin # 15457-006; State of Illinois #062-03595; State of Iowa #15994; State of Nebraska #E-8253; State of Missouri #30147; State of Kansas #18501; State of Oklahoma #27794; State of Minnesota #20184; State of Wyoming Civil P.E. #11359; State of Wyoming Mechanical P.E. #11694; State of South Dakota #12320; State of Wyoming Electrical P.E. #11695; Registered Land Surveyor #2019-008 in Wisconsin; Certified Wisconsin Building Inspector; Master Morphological Evaluator (soils); 3 terms elected County Surveyor of Grant County, Wisconsin; Member of

Wisconsin Parks and Recreation Association; Wisconsin Municipal League; Iowa League of Cities; Iowa Parks and Recreation Association; Member of Minnesota Recreation and Parks Association; Minnesota Municipal League; Colorado Parks and Recreation Association; Illinois Park and Recreation Association; Missouri Parks and Recreation Association; Nebraska Recreation and Parks Association; Nebraska League of Municipalities; National Public Works Association; Platteville, Wisconsin Chamber of Commerce; invitee to sit on the American Society of Testing Materials (ASTM) Committee F08 to develop standards for athletic facilities.

**Role:** Director of Aquatic Services; Senior Engineer - Serve as your Project Engineer. Duties to include site evaluation; data analysis; calculations of aquatic needs; issuing press releases and media interviews; develop Opinions of Construction Costs; Design of pool/buildings; mechanical system designs; electrical design; site layout design; specification writing; Code reviews; Construction administration and on-site observation of work in progress for Phase III services.

### **Fred T. Matthias, A.I.A. – Senior Architect**

**Work Experience:** Mr. Matthias has extensive experience in all aspects of Architectural design including project management and design, bathhouse, mechanical building, restaurant and concession layout and design, development and production of construction documents. Mr. Matthias has designed for prestigious firms including Bergheim, Kahn & Lozano Architect, Ltd., Chicago, Illinois where he designed and construction-managed 17 Chicago Board of Education Rehabilitation School Projects; McDonald's Corporation, Boston, Massachusetts and Oak Brook, Illinois where he participated in restaurant design, construction management, supervision of construction management for McDonald Restaurants and became the Corporate Vice President of Restaurant Design responsible for over 800 construction documents per year; Infinity Dzines, Inc. as the firm's Vice President; architectural consultant providing services throughout his career.



**Education:** Bachelor of Architecture in Design from the University of Illinois.

**Professional Licenses & Affiliations:** Member of A.I.A (American Institute of Architects); Member of N.C.A.R.B. (National Council Architecture Registration Board); Registered Professional Architect in 48 states including Wisconsin. (Reg #8005)

**Role:** Lead Design Professional - Will be responsible for the conceptual design; development space needs; and all design elements of the project.

**Andrew L. Pennekamp, P.E. – Senior Plan Engineer**

**Work Experience:** Mr. Pennekamp has a broad range of job experience with previous employers including industrial design and engineering with John Deere and Company, Dubuque, Works; surveying and civil engineering with Austin Consulting Engineering; Industrial and process engineering with Karavan Trailers. Mr. Pennekamp successfully completed his Engineer in Training.

**Education:** Bachelor of Science in Industrial Engineering, minor in Computer Science, Business and French from the University of Wisconsin – Platteville.

**Professional Licenses & Affiliations:** Registered Professional Engineer: State of Wisconsin # 44257-6; Institute of Industrial Engineering; Society of Manufacturing Engineers.



**Role:** Plan Engineer - Will be responsible for the preparation of conceptual and final plan documents from the beginning stages of design all the way through to completion of the bid and construction plan set.

**Carol L. Tracy – Office Project Manager**

**Work Experience:** Ms. Tracy has a broad range of work experience in various levels of leadership and management positions with substantial knowledge in customer and public service. Ms. Tracy's previous employers included The Plasma Center, Dubuque Iowa (Quality Operation Director); Midwest Motor Sports (Office Manager) and Woodward Printing (Special Account Manager).

**Education:** Office Administration Degree – Northeast Iowa Community College

**Professional Licenses & Affiliations:** Certified American Red Cross Instructor-CPR, AED; Certified Lifeguard Management; Licensed/Certified Phlebotomists Instructor; Licensed/Certified Plasma Processor; Past Board Member of the International Plasma Products Industry Association (IPPIA).



**Role:** Office Project Manager – Is responsible for the coordination of Contract Documents. Serves as an assistant to the Engineer and Project Manager; will assist with programming conceptual development, programming reviews, time schedule and project summary.

### **Jeffrey Eastman–Project Manager**

**Work Experience:** Mr. Eastman has had a broad range of construction work experience with previous employers including: Wick Building Corporation (8 years), and was a partner in a Commercial/Agricultural/Residential Construction company in Southwest Wisconsin for 9 years. Mr. Eastman was involved in 100's of different construction projects and was responsible for all facets of the projects including: design, site/soil inspection, sub-contractor relations, quality control, material inspections, cost control, construction, construction management, client relations, final completion and warranty implementation.

**Role:** Project Manager - Will serve as your project manager and will assist with programming, conceptual development, programming reviews, time schedule, project summary, onsite observation of work in progress and conduct progress meetings.



### **Roger L. Schamberger, AFO, FSST – Business Development Director, Food Court Specialist**

**Work Experience:** Mr. Schamberger has worked for previous employers in various levels of marketing and has an extensive knowledge of customer service, public service, and governmental procedures. Mr. Schamberger served four (6 year) terms as commissioner on a local park district board in Illinois, has served two terms as the Chamber of Commerce President, and has been recognized by the Mason's as a community builder of the year. He has also been actively involved in recreational and leisure activities development, land acquisition for recreational use; and recreational trail development and community planning for the past 35 years. Mr. Schamberger has been the project coordinator on numerous large-scale community projects and has received recognition three times, by the Governor of Illinois, for Volunteerism in the "Hometown Awards Program".



**Education:** Highland Community College.

**Professional Licenses & Affiliations:** Member of National Recreation & Park Association; Past President of North West Illinois Association for Parks Recreation; Member of the Lena, Illinois Business and Professional Association; President Emeritus of the Illinois Paddling Council; Member of Prairie State Canoeists; Lifetime member as a (JCI) Jaycees International Senator; Co-Chair of Committee to build a 43,850 sq. ft. Multi-Generational Center; Project Coordinator for 1873 Lena Depot – Trailhead, Working Depot & Recreation Trailhead Project; Certified Aquatics Facility Operator, (AFO) by the NRPA; Past President of the Lena Business

and Professional Association; Past Board of Directors of L.A.S.E.R.; Executive Board of North West Illinois Trails Foundation; Executive Board of the Friends of the Pecatonica River Foundation; Board of Directors of North West Illinois Association for Parks Recreation (8-terms); Charter President of the Lena-Winslow Jaycees; Past Park Commissioner and Executive Secretary of Lena Community Park District, Lena, Illinois (24 years); Licensed Food Service Sanitation Manager in Illinois; Past Board Member of the Comprehensive Health Planning Board of Northwest Illinois.

**Role:** Licensed Concessions & Food Specialist; Director of Marketing - Is responsible for the coordination of study data; natant demand data collection and documentation; demographic analysis; communication liaison for final marketing analysis; administration of public opinion sampling; press release preparation; concession menu preparation and equipment specifications; and concession layout and design development.

Organizational Chart of our Project Team			
Team Members	Phase I	Phase II	Phase III
David F. Burbach P.E.	X	X	X
Fred T. Matthias, A.I.A.	X	X	
Andrew Pennekamp, P.E.	X	X	X
Carol L. Tracy	X	X	X
Roger Schamberger	X	X	X
Jeffrey Eastman			X

All of our professional services, from architectural design, aquatic engineering through project management, are completed in-house.

Our specialized service includes:

- Technical Evaluation of Existing Facilities;
- Marketing Feasibility Studies;
- Capital Campaign Support;
- Site Selection;
- Initial Space Programming Development;
- Conceptual Design Services;
- Developing Opinions of Probable Construction Cost;
- Financial Pro forma, Staffing Projections and Attendance Projections;
- Public Opinion Polls and Referendum Support;
- Internet and Web-site Services;
- Design and Preparation of Plans and Specifications engaging and Support of Public Bidding;
- Strong Emphasis on Public Bidding, Project Management, and On-site Observation of the Construction Work as it Progresses.

## **D) Services and Deliverables**

Burbach Aquatics, Inc. has a systematic approach that is divided into 3 service phases. This first Phase is the Feasibility/Marketing Study. This is made up of eight different Steps. *Due to differing conditions from City to City, all steps are seldom needed.* This phase builds the project foundation. As stated in the City of Marshfield's RFP, the City is looking for the following scope of services:

1. Meet and participate in meetings with the Pool Study Committee, Parks, Recreation & Forestry Committee, City Council and City staff in determining needs and objectives;
2. Represent the City for technical, design and cost questions;
3. An assessment of the existing Hefko Swimming Pool with recommendations;
4. A detailed site analysis with recommendations;
5. A detailed facility and site concept plans;
6. Construction cost estimates and operational expense and revenue projections.
7. Implementation Schedule.

BAI has provided Feasibility Studies for almost all of our projects to help determine size, opinion of probable construction and operating costs, staffing needs, utility costs, chemical costs, food/beverage costs and so on. BAI's Phase I, Step #1 – Technical Evaluation provides a detail review of the existing facility and will determine overall condition and code compliance.

BAI's Phase I, Step #2 – Feasibility Study would be the second step for this project to build the framework for the Hefko Municipal Swimming Pool project. Phase I, Step #2 develops the project concept along with the Opinion of Probable Construction Cost, The Opinion of Probable Operating Cost, staffing needs, maintenance needs, utility costs, chemical needs, food & beverage cost, and much more. This information is critical to the success of the proposed project.

Below is the break-down of Professional Services and Outlines the deliverables provided in each Step of the Phase I Professional Service provided in BAI's Phase I, Step #1 & #2:

### **Phase I, Step #1 – Technical Evaluation of Existing Facility (For Renovation Consideration.)**

General: Professional service for Step #1 is centered on an evaluation and the development of scope and cost to renovate the existing facility to a state of good repair and Code compliance. In our evaluation process we will break each facility into 32 different categories, all of which will be responded to in the following manner:

1. Perform an on-site engineering review (technical evaluation) of the aquatic facility; catalog significant Health Code noncompliance issues and significant Americans with Disabilities (ADA) noncompliance issues;
2. Perform a technical evaluation of the existing facility to determine which elements, if any, could be reused or incorporated into the renovation of the facility; catalog facility elements which will need to be restored to

a good state of repair;

3. Develop scope of construction necessary to restore the facility to good repair and meet significant Health and ADA Code requirements; and submit final recommendations for pool shell, surge area, piping systems, filter system, recirculation pump, chemical system, pool heater, deck equipment, sanitary facilities, bathhouse area, bathhouse roofs, potable water system, process piping system, mechanical, electrical, etc.;

4. Develop opinions of probable construction cost to complete the recommended scope of construction for each of the above listed facility elements;

5. Make overall final summary recommendations regarding feasibility of renovation and/or repair and/or replacement of the facility's major elements;

6. Provide a timetable for the implementation of the recommendation of this Step, from beginning through construction and the occupancy of the renovated and/or repaired and/or replaced facility by the Owner;

7. Six copies of the Step #1 report are included in Basic Service;

8. A total of three trips are included in Basic Service. The trip schedule\* for this Step is as follows:

- 1) Initial site visit to collect data;
- 2) Second site visit to collect data;
- 3) Meeting with Owner to review the final Step #1 report.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

### **Phase I, Step #2 - Develop New Construction Program**

General: Professional service for Step #2 focus on an evaluation of proposed sites; determination of optimum size; determination of the Community's aquatic programming needs; probable construction and operating costs; determination of the design of an aquatic facility to best meet the Community's needs and establishment of a project concept.

1. Perform an on-site technical analysis of three sites as part of Basic Service. Burbach Aquatics, Inc. will prepare a rating table showing the numerical rating of each site. Our firm has developed rigid technical review requirements in which 18 categories of analyses are provided for each site, including field check of elevations and existing utilities, effect on surrounding neighbors, traffic patterns, accessibility for the users, etc.;

2. Review present and future projections of the Community's demographics;

3. Perform a marketing study including on-site evaluation of surrounding communities' aquatic facilities highlighting their relative strengths and programming;

4. Analyze recent swimming pool usage data provided by the Owner, analyzing demand for aquatics in the Community;

5. Review the Owner's existing and proposed programming to determine optimum programming needs and define which type of facilities can best handle those needs. Develop a system wide approach to meeting the Community's aquatic needs for Owners with multiple aquatic facilities. Burbach Aquatics, Inc. will present a foam board presentation to the Owner illustrating different types of facilities and their respective uses;

6. From the above data, a detailed natant demand analysis will be completed, which will be used to determine the size of the proposed pool vessel. This demand will be calculated to meet the Community's present needs, while a second demand will be calculated, based on supplied demographics, for the next 25 years;

7. A conceptual plan of the proposed facility will be developed based on the above data. Preparation of five versions of a conceptual plan of aquatic facilities is included in Basic Service. Conceptual plans will include a bathhouse or natatorium, pools, site amenities and other assets as appropriate;

8. Burbach Aquatics, Inc. will conduct up to three review and comment sessions with the Owner and interested Community groups to review the proposed conceptual plans and their associated programming, receiving Community input in the development of the final conceptual plan;

9. Burbach Aquatics, Inc. will evaluate and incorporate Owner and Community comments into the final conceptual plan. Individual components of the proposed facility will be analyzed taking into consideration issues such as maintenance, probable operating cost impacts, impact on the quality of the aquatic environment and serviceability;

10. Burbach Aquatics, Inc. will provide opinions of probable construction costs based on recommendations for the pool shells, surge tanks, piping systems, filter systems, recirculation pumps, chemical systems, pool heaters, wading pools, deck equipment, sanitary facilities, site amenities, bathhouses, mechanical buildings, and other project elements for a total of 32 categories;

11. Prepare overall final recommendations regarding the type and size facility, extent to which existing site facilities can be reused, location, etc.;

12. Six copies of the Step #2 report and two foam boards are included in Basic Service;

13. Present findings to the Owner for review and approval;

14. A total of seven trips are included in Basic Service. The trip schedule\* for this Step is as follows:

- 1) Site visit to collect data for site ratings;
- 2) On-site evaluation of surrounding competing facilities to collect data;

- 3) Meet with Owner to review programming and conduct information meeting illustrating different types of facilities and their respective uses;
- 4) Meet with Owner to review the natant demand analysis and conceptual plans;
- 5) Conduct review sessions with Community groups;
- 6) Meet with Owner to review final conceptual plans and opinions of probable construction and operating costs;
- 7) Meet with Owner to review the final Step #2 report.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

## **E) Approach**

Burbach Aquatics, Inc. (BAI) wants to assist the City of Marshfield, your Elected & Appointed Officials, Staff, Key Stakeholders and Project Committee throughout the concept development process to start planning for the future of recreational & community assets in Marshfield. The end results will be a facility that ignites aquatic enjoyment for citizens of all ages. This proposed facility may contain recreational, instructional, health and competitive elements that maximize use & potential for profit. The proposed facility will have a construction and operational budget that is within the constraints of the City and endorsed by City officials.

The City of Marshfield is asking for assistance to develop the following: a technical evaluation of the existing facility, the proposed project scope, the proposed project conceptual plan, site analysis, marketing analysis, natant demand analysis, construction/renovation cost, operating cost, business plan, and staffing plan. BAI will gain this information by working with City staff and community stakeholders so the Municipal Aquatic Facility Project reflects the wants and needs of the citizens of Marshfield and evokes a sense of community pride. BAI has established a step-by-step program, for communities, which has proven to be very successful. The below is our executive summary of Burbach Aquatics, Inc.'s impressive history of service to our municipal aquatic clientele.

\$14,355,000	Amount of funds raised for Municipal Swimming Pool projects in the last 48 months
\$3,200,000	Burbach Aquatics, Inc.'s largest fund raiser for a municipal pool
\$175,000	Largest net yearly profit achieved by a Burbach Aquatics, Inc. municipal pool
18,750	Number of smiling residents in Marshfield with a new Burbach Aquatics Pool
6,000	Largest daily attendance at a Burbach Aquatics, Inc. pool
600+	Number of Municipal Pools Burbach Aquatics, Inc. has designed
93	Percent of construction contracts awarded to local companies
50	The design life of a Burbach Aquatics, Inc. pool in years

41	Number of Burbach Aquatics, Inc. "green" pool elements
37	Years of continuous Burbach Aquatics, Inc. Professional Service
38	Consecutive pool referendum victories
12	Number of dedicated Burbach Aquatics, Inc. men and women available to help you
7	Days per week that Burbach Aquatics, Inc. is available
3	Phases of Burbach Aquatics, Inc.'s Professional Service
3	Number of prime construction contracts
2	Year labor and material warranty
1	Burbach Aquatics, Inc. provides all services in house, no sub-consultants
0	Failed facilities in 36 years

It is BAI's understanding that the existing Hefko Municipal swimming pool was built in 1933, and had two renovations done in 1974 and 1994. The City of Marshfield would like an evaluation of the existing Hefko pool, multiple pool concepts and Opinions of Construction Cost and Operating Costs for the different concepts.



Our typical proposal is for three Phases of Professional Service. Mr. Burbach included a very key component in our business plan. This required the same firm that performed the study and made the cost projections, to live with those projections as the project moves into design and public bidding. He also realized that most cities do not have large amounts of discretionary funds to be spent on studying a project *which may not be constructed*. Therefore, when he established BAI, he developed a three Phase contract in which BAI created the feasibility studies at a very nominal fee and therefore at a very low financial risk to our clients. This feature is quite often the deciding point that our new clients prefer and some demand.

Team Work as a deliverable by BAI. Early in the project, a Pool Committee is formed by selecting KEY individuals

with your Community. BAI developed a Pool Committee Selection Guideline to assist our clients in assembling a winning Team. By definition, the Pool Committee guideline establishes a foundation of individuals critical to the success of the project. These members will be the first Team of the project. Critical information is formulated, which develops the project concept, Opinions of Probable Construction Cost and Operational Costs, etc. BAI has been the Team Coach for 37 very successful years. BAI may work with "Special Teams", such as Capital Campaign Cabinets as the Project advances. BAI's experience has been built by serving municipal clients with swimming pool projects. Creating Community consensus during the development of "politically sensitive" project requires a strong background and deep understanding of how a large recreation asset is perceived by the public. BAI brings that to each and every one of our projects.

BAI's Professional Team combined with the yet to be selected Marshfield's Team is the direction that almost all of our projects begin with. For some, serving your Community on the Pool Committee will be one of the largest projects of their lifetime. BAI's Team is focused in making sure that we get it right the first time.

BAI is the ONLY firm in the Region, Midwestern and Western States that can claim 38 consecutive referendum victories. BAI's track record of CONSECUTIVE referendum victories is one of the best examples in building "Team Work" on a large scale municipal aquatics project.

A company does not have 38 referendum victories without great communication between City Staff, City Elected/Appointed Officials, Pool Committee and Community residents.



## **F) City Services**

For a typical municipal pool project BAI respectfully requests the following information and material from our clients to assist with our evaluation during the Phase I professional services:

- Public water pressure at site;
- Address of Site;
- Zoning class, if applicable;
- Pictures of Facility being built;
- Unusual subsurface water, ie. groundwater, wet basements;
- Plans and Specifications for existing pool and bathhouse;
- Maintenance records or shop drawings;
- Current attendance records;
- Financial information regarding existing Hefko swimming pool operation;

### **MAPS REQUESTED**

- Storm Sewer System by Facility;
- Sanitary Sewer System by Facility;
- Water main System by Facility;
- Flood plain maps of area by facility;

During BAI's Phase I Professional Services, BAI works very closely with City Staff. It is common that there be 2-3 resource people from City Staff, elected officials or Park Board members that serve on the pool committee. These resource members help guide the pool committee to an end results that encompasses the aquatic enjoyment for citizens of all ages and has a construction/operational budget that is within the constraints of the City.

BAI understands and respects the time commitment associated with a successful pool project and thanks these resource people in advance. BAI also would respectfully request the time of these dedicated individuals.

## **G) Project Schedule**

The City of Marshfield's RFP outlines an aggressive timeline (not recommend by BAI) to complete the Hefko Municipal Swimming Pool project. Typically Phase I Professional service takes 2-3 Months to complete Step #1 and 6-8 Months to complete Step #2. To meet the suggested timeline both Phase I Steps will have to be done in conjunction with each other. Meetings are usually held monthly (recommended by BAI) but due to the requested completion date of the proposed project, BAI offers the following suggested timeline:

Board of Public Works and Common Council Approval of Project	August 9 <sup>th</sup> , 2016
Begin Phase I, Step #1 (Data Collection/Kickoff Meeting)	August 10 <sup>th</sup> , 2016
Begin Phase I, Step #2 (Second Step#1 Site Visit)	August 17 <sup>th</sup> , 2016
Second Phase I, Step #2 Meeting	August 31 <sup>st</sup> , 2016
Third Phase I, Step #2 Meeting	September 14 <sup>th</sup> , 2016
Complete Phase I, Step #1 Preliminary Report	September 14 <sup>th</sup> 2016
Forth Phase I, Step #2 Meeting	September 28 <sup>th</sup> , 2016
Fifth Phase I, Step #2 Meeting	October 12 <sup>th</sup> , 2016
Sixth Phase I, Step #2 Meeting	October 26 <sup>th</sup> , 2016
Project Complete	November 10 <sup>th</sup> , 2016
Presentation to Common Council	November 22 <sup>nd</sup> , 2016

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

\*Meetings typically last two hours.

Time commitment of pool committee members should be considered when in the selection process. Perspective members should be willing to commit to meeting twice a month to meet the proposed projects completion date.

## **H) Compensation**

A total of three trips are included in basic services for Phase I, Step #1

Compensation for basic services for Phase I, Step #1 is a stipulated "not to exceed" amount of \$3,450.00.

A total of seven trips are included in basic services for Phase I, Step#2

Compensation for basic services for Phase I, Step #2 is a stipulated "not to exceed" amount of \$5,400.00.

## **I) Statement of NO Personal/Corporate Conflict**

Burbach Aquatics, Inc. does not have any personal/corporate conflict of any type with the City of Marshfield.

## J) References

Service Provided	Client	Service Provided	Client
1990 to 1993	<u>Fort Atkinson, Wisconsin</u> Scott Lastusky, P & R Director 30 N. Water Street – West Fort Atkinson, Wisconsin 53538 920-563-7781 (O) 920-563-7776 (F) Email: <a href="mailto:parksandrec@fortatkinsonwi.net">parksandrec@fortatkinsonwi.net</a>	2013 to Present	<u>City of Hartford, Wisconsin</u> Mike Hermann, P & R Director 109 North Main Street Hartford, Wisconsin 53027 262-670-3731 (O) 262-673-8303 (F) Email: <a href="mailto:mikeh@ci.hartford.wi.us">mikeh@ci.hartford.wi.us</a>
2014 to Present	<u>City of Vermillion, South Dakota</u> Jim Prescott, City Manager 25 Center Street Vermillion, South Dakota 57069 605-677-7050 (O) 605-677-5461 (F) Email: <a href="mailto:johnp@cityofvermillion.com">johnp@cityofvermillion.com</a>	2003 to Present	<u>City of Norfolk, Nebraska</u> Dennis Smith, City Engineer 309 North 5 <sup>th</sup> Street Norfolk, Nebraska 68701 402-844-2003 (O) 402-844-2001 (F) Email: <a href="mailto:dsmith@ci.norfolk.ne.us">dsmith@ci.norfolk.ne.us</a>
2010 to 2014	<u>City of Waupun, Wisconsin</u> Kyle Clark, Mayor 201 East Main Street Waupun, Wisconsin 53963 920-324-7900 (O) 920-324-7939 (F) Email: <a href="mailto:kyle@cityofwaupun.org">kyle@cityofwaupun.org</a>	2011 to Present	<u>City of Albion, Nebraska</u> Andrew Devine, City Administrator 420 W. Market Street Albion, Nebraska 68620 402-395-2428 (O) 402-395-6723 (F) Email: <a href="mailto:cityofalbion@frontiernet.net">cityofalbion@frontiernet.net</a>
2004 to 2011	<u>City of Grinnell, Iowa</u> Russell Behrens, City Manager 927 4 <sup>th</sup> Avenue Grinnell, Iowa 50112-2043 641-236-2666 (O) 641-236-2626 (F) Email: <a href="mailto:citymanager@grinnelliowa.gov">citymanager@grinnelliowa.gov</a>	2012 to 2015	<u>City of Adel, Iowa</u> Nick Schenck, P & R Director 301 South 10th Street Adel, Iowa 50003 515-993-4525 (O) 515-993-4527 (F) Email: <a href="mailto:jerry@bmtc.net">jerry@bmtc.net</a>
2009 to 2013	<u>City of Sanborn, Iowa</u> Jim Zeutenhorst, City Administrator 102 Main Street Sanborn, Iowa 51248 712-930-3842 (O) 712-930-3060 (F) Email: <a href="mailto:jimzeut@tcaexpress.net">jimzeut@tcaexpress.net</a>	2012 to Present	<u>City of Lusk, Wyoming</u> Patricia Smith, City Mayor 201 East 3 <sup>rd</sup> Street Lusk, Wyoming 82729 307-334-3612 (O) 307-334-2154 (F) Email: <a href="mailto:patsmith829@msn.co">patsmith829@msn.co</a>

## **K) Additional Information**

**Burbach Aquatics, Inc. does not have any current/outstanding professional liability claims or current/pending lawsuits related to pool projects of any type.**

The Following is a description and breakdown of the additional/optional Professional Services that BAI provides to our Municipal clients. Typically our municipal clients select a Professional Service that best meets their project goals and specific needs of the community.

Step #3 is the Public Opinion Poll. Step #4 is the three dimensional (3D) Conceptual Drawings. Step #5 is the Fund Raising. Step #6 is the Referendum Support. Step #7 is the Town Hall Meeting - Web Page. Step #8 is the High Altitude Modeling or (H.A.M.). Burbach Aquatics, Inc. has created these optional steps to provide a completely unique and specifically tailored approach to each client and their needs.

The 2nd phase is the actual Designing and Engineering of the facility or Burbach Aquatics, Inc.'s Phase II. This phase produces the documents and plans needed for bidding and construction of the facility.

The 3rd phase is the Project Bidding and Construction Administration/Observation of the facility or Burbach Aquatics, Inc.'s Phase III. Burbach Aquatics, Inc. is keenly aware of how critical our level of service is. Our Project Manager's presence through progress meetings and critical observations is administered very effectively, creating a team effect between the City of Marshfield, City Council, Pool Committee, Staff, the Community and the professional staff of Burbach Aquatics, Inc.

### ***OPTIONAL - Phase I, Step #3 – Public Opinion Poll***

1. The purpose of this step is to develop and conduct a scientific public opinion poll to ascertain Community support for a proposed project, expectations, perceived needs and the desired level of service for a Repair, Renovation or New Construction in the City of Marshfield;

2. Six copies of the Step #3 report are included in Basic Service;

3. A total of two trips are included in Basic Service. The trip schedule\* for this Step is as follows:

- 1) Meet with Owner to review and present final questionnaire for approval;
- 2) Meet with Owner to review the final Step #3 report.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

#### **OPTIONAL - Phase I, Step #4 – Artist Rendering**

1. Burbach Aquatics, Inc. will work with an artist to prepare an artist rendering (3D perspective) of the chosen pool concept. An artist rendering can be very useful when explaining such a project to the electorate. A perspective drawing helps some people to better visualize the project;

2. One artist's rendering of approximately 20" x 30" (size depends on artist) with one reduced copy of said rendering are included in Basic Service;

3. A total of two trips are included in Basic Service. The trip schedule\* for this Step is as follows:

- 1) Meet with Artist to orientate and discuss site plan;
- 2) Meet with Artist after line drawing is completed, prior to fill in of rendering.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

Note: (2-D-Rendering) is included in the Scope of Service for Step #2.

#### **OPTIONAL - Phase I, Step #5 – Fund Raising**

1. Provide guidelines for selection of a Capital Campaign Cabinet to carry our significant fund raising to pay for a portion of the proposed project;

2. One foam board highlighting the conceptual site plan with leaders to proposed features orientated toward fund raising;

3. Meet with Owner to review goals and timeline for a Capital Campaign, also review selection process of campaign cabinet members;

4. Attend a kick-off meeting orientating potential cabinet members to the process, scope of project and their role in funding of the proposed project;

5. Meet with the established Capital Campaign Cabinet for the purpose of developing contact teams, potential donors and develop Capital Campaign literature;

A total of three trips are included in Basic Service. The trip schedule\* for this Step is as described above.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

### **OPTIONAL - Phase I, Step #6 - Referendum Support**

1. Attend three meetings as part of Basic Service, with Owner to discuss strategy, need for the project, data to support the use and type of facility which the Owner has chosen and develop a question and answer sheet for this project;
2. Burbach Aquatics, Inc. will prepare three 2' x 3' foam boards as part of Basic Service, showing the colored site plan of the proposed facility along with leaders running to pictures of various components of the proposed facility. These visual aids can be displayed in public areas such as the library or in the post office;
3. On the same days as the above-mentioned 3 meetings, Burbach Aquatics, Inc. will make public presentations describing the project to various Community groups or interested parties such as financial institutions;
4. A total of four trips are included in Basic Service. The trip schedule\* for this Step is as follows:  
(1- 4) Meetings with the Owner and Community groups.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

### **OPTIONAL - Phase I, Step #7 - Town Hall Meeting - Web Page**

1. Burbach Aquatics, Inc. will create a Web Page specifically for your proposed facility. This web site will be accessible through our web site home page, by way of a HOT LINK, to your specific project. No meetings are included in the Basic Service;
2. Prepare one colored site plan as part of Basic Service, of the proposed facility along with leaders running to pictures of various components of the proposed facility. These visual aids will help communicate your project to members of your Community;
3. Key information will be available. An additional E-mail question & answer section will be developed with answers from Burbach Aquatics, Inc. or municipal officials following each question;
4. Burbach Aquatics, Inc. will conduct a Town Hall Meeting, arranged in advance with the Owner, for the purpose of communicating all aspects of the project to the Community;
5. There are no trips included in the Basic Service.

### **OPTIONAL - Phase I, Step #8 - High Altitude Modeling (H.A.M.)**

1. Burbach Aquatics, Inc. will create one electronic birds-eye view of your proposed project as part of Basic Service. Your site will be shown with a scaled version of your proposed swimming facility. This electronic rendering will offer a complete rotational experience of 360 degrees. Our individually created virtual tour offers the sights and sounds of a Burbach Aquatics, Inc. Family Aquatic Center. No meetings are included in Basic Service;

2. A total of zero trips are included in the Basic Service.

### **PHASE II - Design Development and Construction Documents Phase**

1. Burbach Aquatics, Inc, will place advance advertisements of your project in trade magazines and plan room agencies to inform as many potential bidders of the project as possible;

2. Perform one site survey including elevations and locations for the site selected by the Owner for the proposed facility as Additional Service;

3. Prepare schematic design layout for the PROJECT located on the site selected by the Owner including revised opinion of probable cost, followed by up to 3 plan revisions. The primary objective of this step is to prepare 3 revised site layouts, and one detailed final site layout, detailing the location of major elements of the project with the result being an Owner approved site layout. This work will be based on the selected conceptual site plan developed during Step #2 Service. Burbach Aquatics, Inc. will meet with the Owner to ensure that the final detailed site plan conforms to the intent of the conceptual site plan;

4. Burbach Aquatics, Inc. will evaluate soil borings excavated by the Owner as Additional Service. In the event more extensive geo-technical work is required, the Owner shall separately contract with a geo-technical firm for more soil borings, testing and preparation of geo-technical report;

5. Preparation of preliminary pool vessel plans. The primary objective of this step is to develop a configuration of the pool vessel footprint including the selected site amenities following the concept established in the feasibility study, with the result being Owner approval;

6. Preparation of preliminary bathhouse, mechanical, concession building plans, recreation building, natatorium with architectural elements by Burbach Aquatics, Inc. The primary objective of this step is to work to develop a configuration of the buildings following the concept established in the feasibility study, with the result being Owner approval;

7. Burbach Aquatics, Inc. will monitor the Opinion of Probable Construction Cost developed during the

feasibility study so as to maintain the established project budget and inform the Owner of any changes at this stage in the plan development;

8. Preparation of final pool vessel, bathhouse, mechanical building, concession building plans, recreation building, natatorium including architectural elements, all by Burbach Aquatics, Inc., based on the approved preliminary drawing. Work to be performed under this step includes structural design, design of the complete recirculation system for the pool vessel, pool mechanical equipment, underground tanks and supporting subsystems, plumbing systems, HVAC, equipment selection, layout of all building and construction details, drafting and preparation of construction plans for bidding purposes;

9. Preparation of electrical plans. Work to be performed under this step includes electrical layout and design for site improvements, process equipment, site amenities, bathhouse, mechanical and concession building, and preparation of plans for bidding purposes;

10. Preparation of plans for site amenities, water play features and landscape planting areas as chosen by the Owner. Work to be performed under this step includes specialized mechanical systems such as rim flow devices, body spray; specialized construction techniques for landscaping layout, redevelopment of the existing pool site into park land and relief for site and amenities; development of a bid allowance for site landscaping, which does not include a deep foundation nor floodway impact analysis;

11. Preparation of project specifications, contract and bidding documents. The purpose of this step is to prepare bid forms, general requirements of the contract, specifications and equipment specifications so as to produce what is commonly referred to as a Project Manual;

12. Five half-size plan sets, three full size plans and three project manuals for the Owner review during the plan development process are include in Basic Service;

13. Review Agency Submittal. Work to be performed under this step includes making one application to the Department of Public Health, where applicable, for the pool process piping system, plumbing system, bathhouse and swimming pool, as Basic Service. Burbach Aquatics, Inc. is very familiar with the health department personnel and their procedures. Any other submittals and all regulatory plan review fees and permits shall be performed as Additional Service;

14. Owner Approval. The purpose of this step is to summarize the plans and specifications and receive direction from the Owner with regard to specific contract language regarding completion dates, time of completion, etc.; provide presentations and review of the completed documents with the Owner and attend up to three meetings for the purpose of plan development and presentation of plans;

15. The Owner shall provide all available original plans, aerial survey maps, studies, plans, and topographic maps. Property surveys and establishment of actual public right-of-ways are not part of the specified work;

16. A total of five trips are included in the Basic Service. The trip schedule\* for this Phase is as follows:

- 1) Meeting with Owner to review schematic design layout;
- 2) Meet with Owner to review preliminary building, pool and site plans;
- 3-5) Meet with Owner to review plan development and presentation of plans.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

17. Services requested in excess of the number provided in BASIC SERVICE shall be performed as Additional Service. Examples are number of meetings, plans, project manuals, trips, etc. in excess of the above-specified number included in Basic Service.

### **Phase III - Construction Related Services**

1. Burbach Aquatics, Inc, will place advance advertisements of your project in trade magazines and plan room agencies to inform as many potential bidders of the project as possible;

2. Burbach Aquatics, Inc., in cooperation with the Owner, will develop a listing of potential bidders including a listing of local contractors and mail or fax "Notice to Contractors" directly to each contractor's office as part of Basic Service. Local general and mechanical firms construct about 93% of our facilities;

3. Twenty-five half-size plan sets, ten full size plan sets and twenty-five project manuals are include in Basic Service. Twenty-five standard express shipping of documents are included in Basic Service;

4. One pre-bid meeting will be conducted by Burbach Aquatics, Inc. along with a Contractor Awareness Program (CAP) as part of Basic Service. The purpose of CAP is to create multi-prime contracts and to educate and encourage local contractors, general contractors, pool contractors and mechanical contractors to participate in the bidding process, thereby encouraging a competitive bidding environment, construction, equipment and materials, resulting in the creation of a project with the greatest value to the Owner;

5. Burbach Aquatics, Inc. will answer contractor questions during the bidding stage and issue addendums/clarifications accordingly;

6. Burbach Aquatics, Inc. will conduct one public bid opening as part of Basic Service and will make a written recommendation regarding the successful contractor(s);

7. Burbach Aquatics, Inc. will prepare contracts in triplicate, have them executed by the successful contractor(s) and then submit them to the Owner;

8. Burbach Aquatics, Inc. will arrange and conduct a preconstruction meeting;

9. On-site observation and Progress Meetings:

a. Burbach Aquatics, Inc. will perform on-site observation as the construction work progresses; review and advise the Owner of test results; reject defective work as directed by the Owner; advise the Owner of special tests or inspections needed at additional cost; pre-pour check of the steel placement; observe piping pressure tests for the swimming pool; continuously observe the placement of the concrete;

b. Burbach Aquatics, Inc. will conduct and attend construction progress meetings for the purpose of observing the progress of the contractor's work, discuss problems, answer questions and review the contractor's planning of future construction work;

10. Burbach Aquatics, Inc. will notify the Owner of any work, which does not conform to the intent of the construction contract as part of our Basic Services;

As Additional Service, Burbach Aquatics, Inc. will notify the contractor, make recommendations to the Owner for the correction of nonconforming work and, at the request of the Owner, direct that the contractor implements these recommendations. This Additional Service may, at the discretion of the Owner, be deducted from the responsible contractor's contract amount due;

11. Burbach Aquatics, Inc. will review shop drawings to determine any objections;

12. Burbach Aquatics, Inc. will review the requests of the contractor for monthly progress payments and will recommend to the Owner, based on site observations, whether or not such request is commensurate with the work completed;

13. Burbach Aquatics, Inc. will review and recommend written change orders for approval by the Owner;

14. Substantially Complete and Final on-site observation. Burbach Aquatics, Inc. will perform one on-site observation to determine if the project is substantially complete and one final on-site observation to determine if the project is finally complete according to the contract documents and whether final payment should be made. If additional on-site observations are necessary, they will be performed as Additional Service. This Additional Service may, at the discretion of the Owner, be deducted from the responsible contractor's contract amount due;

15. Burbach Aquatics, Inc. will attend first season shut down and winterization and assist Owner with review of the winterization procedures. Burbach Aquatics, Inc. will also conduct a follow up on-site observation during the second year of operation;

16. A total of thirty-one trips are included in Basic Service. The trip schedule\* for this Phase is as follows:

- 1) Meeting with bidders for pre-bid meeting;
- 2) Meeting for one public bid opening;
- 3) Meeting for one preconstruction meeting;

- 4) 25 meetings for on-site observation and progress meetings;
- 29) Meeting for one substantial completion on-site observation;
- 30) Meeting for one final on-site observation, shut down and winterization;
- 31) Meeting for one follow up on-site observation during the second year of operations.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

17. Services requested in excess of the number provided in Scope of Services shall be performed as Additional Service. Examples are number of meetings, plans, project manuals, trips, etc. in excess of the above-specified number included in Basic Service.

**L) Statement of Insurance Coverage**

Burbach Aquatics, Inc. will furnish a Certificate of Insurance for the duration of the project on the following basis:

Excess Blanket Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000
Owned Automobile Liability	\$1,000,000
Professional Liability Errors & Omissions	\$1,000,000
Worker's Compensation	Wisconsin Statutes

**M) General Conditions**

This proposal adopts by reference The Standard Form of Agreement between Owner and Architect, 1987 Edition, form AIA B141-1987, with the following changes: (AIA are initials for the American Institute of Architects, this agreement form was adopted due to its universal acceptance) BAI reserves the right to change terms of this proposal after 90 days from 1<sup>st</sup> written date of said proposal.

1. Whenever the word "Architect" is used in the AIA Document B141, Standard Form of Agreement Between Owner and Architect, Edition 1987, as amended, the words "Burbach Aquatics, Incorporated" (BAI) shall be substituted.

2. Amend Article 1 by adding "BAI shall furnish and perform professional services as authorized and directed by the Owner's authorized representative. Such authorization and direction shall be confirmed by letter. By giving such authorization or direction, the Owner thereby warrants to BAI that sufficient funds to pay BAI for their services have been or will be appropriated in a timely manner for that purpose. All costs incurred by BAI to collect said compensation, including legal expenses, shall be paid by the Owner."

3. Article 2.2 shall be deleted and replaced with "Scope of Services for PHASE I-FEASIBILITY STUDY.

4. Article 2.3 and Article 2.4 shall be amended to include Scope of Services for Design Development and Construction Documents.

5. Article 2.5 and Article 2.6 shall be amended to include Scope of Services for Construction Related Services Phase.

6. Article 3.4.19 shall be replaced with "Providing services of consultants for other than aquatics, architectural, structural, and mechanical and electrical engineering provided as a part of Basic Services."

7. Article 4 shall be amended by adding, "If BAI is not notified in writing to the contrary within fifteen (15) days after completion and delivery of the services authorized by the Owner, they will be considered as delivered."

8. Article 8.1, 8.6 and 8.7 shall be replaced with "The Owner and BAI shall be bound by the terms of this Agreement for the life of the project. Life of the Project shall be either through completion of construction or, for a maximum five (5) year period of suspension, in the event the Owner suspends the project. This is an exclusive contract for performance of all the consulting work on this project, including all steps and phases of professional services as specified herein. Activation of each Step of Phase I, Phase II and Phase III Service will be authorized in writing by the Owner. In the event either party fails after 30 days written notice to substantially perform, in accordance with the terms of this Agreement, through no fault of the party initiating the termination, then the initiating party upon 7 days written notice may terminate this Agreement. The Owner agrees that if they enter into agreements with other entities regarding this project that they will extend the terms and conditions of this Agreement into any of these other agreements. In the event of breach or wrongful termination by the Owner, BAI shall be compensated fifty percent of unpaid basic compensation for Phase II and Phase III basic services."

9. Article 9 shall be amended by adding "BAI and the Owner agree that the overall liability of the actual, alleged, or threatened discharge, dispersal, release, or escapement of pollutants, and the responsibility for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project remain with the Owner.

BAI and the Owner acknowledge that BAI professional liability policy does not apply to claims arising out of the actual, alleged, or threatened discharge, dispersal, release, or escapement of pollutants. Therefore, the Owner agrees not to bring a claim against BAI relating to the uninsured liability referenced above. Furthermore, the Owner agrees to indemnify and hold harmless BAI for claims against BAI by a third party for the uninsured liability referenced above. BAI agrees to perform the services to the normal accepted standard of care, and to assume the liability resulting from a finding of gross negligence."

10. Article 10.2 shall be amended by adding "The rates set forth in the Reimbursable Expense schedule here to are for only the calendar years indicated, and that said rates shall be subject to annual adjustment on submission by BAI to the Owner of a new Reimbursable Expense schedule, and that upon receipt by the Owner,

the rates in the new Reimbursable Expense schedule shall supersede those in all previous Reimbursable Expense schedules".

11. Article 11.1 "Zero Dollars (\$0)".

12. Article 11.2.1 Basic Compensation is listed with the corresponding Scope of Service. Services performed by BAI in excess of the number provided in Scope of Service for each Step of Phase I and for Phase II and Phase III, as described in Section D and Section K of this Proposal, shall be compensated by the Owner as Additional Service. Examples are number of meetings, plans, project manuals, trips, etc. in excess of the specified number included in Basic Service. Compensation for Additional Services shall be based on the expense schedule included herein.

13. Article 11.3 – 11.3.3 Compensation for Basic Service Reimbursable Expenses and Additional Service Reimbursable Expenses shall be based on the following Expense Schedule, plus ten percent for administrative costs, for Calendar Year 2016 including: Telephone Charges-actual; Fax Charges-\$0.50 per sheet; E-Mail Charges-\$0.50 per sheet, \$3.00 per full color sheet; Mileage each way-\$0.55 per mile; Other Travel Costs-actual; Computer Usage-\$10.00/hour; Report Binders and Covers-\$2.00/set; Transparency Copies (8.5 x 11)-\$1.00/standard, \$4.00/color; Copies (8.5 x 11)-\$0.25/black & white, \$1.00/partial color, \$3.00/full color; Copies (8.5 x 14)-\$0.30/black & white, \$1.50/partial color, \$3.50/full color; Copies (11 x 17)-\$0.35/black & white, \$2.00/partial color, \$5.00/full color; Plan Copies (24 x 36)-\$4.00/bond; Foam Boards (24 x 36)-\$150.00/each; Shipping/Postage-actual; Photo Record-\$1.00/print, \$2.00/slide, \$5.00/video recorder; Survey Equipment-\$10.00/hr; Meals-\$7.00/breakfast, \$9.00/lunch, \$15.00/dinner; Lodging-\$90.00/night; Sub-consultants/Test-actual; Other charges as stated in Article 10.2. For Additional Service only: Engineer - \$195.00/hour; Architect - \$195.00/hour; Project Manager - \$110.00/hour; Engineering Technician - \$65.00/hour; Secretarial - \$30.00/hour. State and local plan review fees are not included with any of the above, and shall be paid by the Owner separately, or if BAI pays said fees, then Owner shall reimburse BAI separately.

14. This Agreement is for Three Phases of Professional Service.

15. Neither BAI or BAI's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of One Million Dollars (\$1,000,000) by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

16. Article 11.4 shall be amended by adding "Reimbursable Expense schedule contained in the General Conditions shall be used as the basis of payment for Reimbursable Expenses."