

**PROPOSAL FOR  
PROFESSIONAL SERVICES FOR THE  
MEMORIAL MUNICIPAL SWIMMING POOL  
LA CROSSE, WISCONSIN**

**MARCH 25, 2016**



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FOR THE CITY OF LA CROSSE**

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**CHAPTER 1 – Qualifications – Experience**

**A) Burbach Aquatics, Inc. by the Numbers**

\$13,350,000	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 municipal pool
\$175,000	Largest net yearly profit achieved by a Burbach Aquatics, Inc. municipal pool
51,522	Number of smiling residents in La Crosse 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
36	Years of continuous Burbach Aquatics, Inc. Professional Service
36	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

The above is our executive summary of Burbach Aquatics, Inc.'s impressive history of service to our municipal aquatic clientele.

## **B) Introduction to Burbach Aquatics, Inc.**

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.

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.

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 10 years ago designed the first ever, horizontal geo-thermal heating and cooling system for a mid-western municipal natatoriums. 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.

### C) Why Burbach Aquatics, Inc.?

Burbach Aquatics, Inc. (BAI) offers the following facts for your consideration:

- 1.) BAI has had “Zero failed pool vessels” in 36 years of engineering and designing aquatic facilities;
- 2.) 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;
- 3.) Because BAI formulates the initial financial pro-forma on all of our projects, we have become well versed in projecting operating cost and revenue with results to prove it. This information is developed in Phase I, Step #2. These are a couple examples of BAI’s success stories:
  - a. City of Woodstock, Illinois - 2<sup>nd</sup> year net “profit” of \$175,000;
  - b. Cedar Rapids, Iowa – BAI developed a city wide system analysis with 5 prominent Outdoor Municipal Swimming Pools. Their new aquatic system now results in a profit or near profit every year;
- 4.) BAI is well into our 37<sup>th</sup> year of successful business and going strong with over 600 aquatic facilities designed. BAI wants to be your Aquatic Design Professional and include the City of La Crosse as one of our hundreds of satisfied clients;
- 5.) BAI only designs Heavy-Duty Industrial pools with double reinforced cast-in-place concrete and expansion-contraction joints that can withstand the “test of time” in our harsh Midwestern environment;
- 6.) 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 recirculation and multi-point pH & sanitizer feed systems. This design requires less chemicals and produces better balanced pool water;
- 7.) BAI’s pool vessel(s) do not have stainless steel gutters. Stainless steel gutters require more maintenance and have a proven shorter life-expectancy than cast-in-place concrete, especially in a chlorine environment;
- 8.) BAI designs our pool vessels to be dry in regards to ground water infiltration and external pressure, especially high ground water;
- 9.) BAI only designs municipal pools for municipal clients. This specialization provides our clients with extensive experience and knowledge to smoothly move a project from an idea (concept) to reality;
- 10.) BAI was the industry’s first pool consultant to utilize geo-membrane fabric to separate natural soils from clean aggregate around the pool vessel. Geo-membrane fabric filters soil particles as the ground water passes into the aggregate and then away from the backside of the pool vessel;
- 11.) BAI’s history of cost control is excellent. All of our projects are publicly bid with emphasis on encouraging local contractor participation. Our in-house design & specification control produces the greatest value to the taxpayer;
- 12.) BAI’s Contractor Awareness Program (C.A.P.) and extensive on-site construction observation is the key component that all contractors adhere to design & specification requirements, which minimizes the amount of change orders during construction;
  - a. BAI’s quality control procedure begins long before the submittal and construction activities;
  - b. BAI’s unique Contractor Awareness Program orientates the perspective bidders on how to successfully bid on a BAI pool project;
  - c. After the bid opening, BAI will contact all of the perspective bidder’s references, which they provide, to determine if they meet the qualification standards defined in the Project Manual. BAI has a very thorough point-by-point review for each reference provided, which leaves “no stone unturned”. If a bidder meets the qualification standards, BAI will then recommend an award of a construction contract to said firm;
  - d. During the Pre-construction meeting, BAI reviews a defined set of submittal and construction observation procedures. All shop drawing submittals are organized by the “SPECIFICATION ARTICLES” contained in

the Project Manual. This one requirement has really improved the contractor's understanding of materials that need to be used;

- e. During construction, BAI will continuously observe concrete placement in all water containment vessels. BAI will perform pre-pour observations. We have followed this procedure for 37 years with excellent results;
- f. BAI also includes "Special Inspections"; required by the International Building Code (IBC), as part of our basic service fee;
- g. Since BAI only designs municipal aquatic facilities, BAI is on-site to observe excavation, limit of excavation, granular material, piping, building foundations, masonry, carpentry, plumbing and electrical;
- h. With BAI's new program of "trip sharing" a BAI representative will be onsite many more times than the specified number of trips defined in each Phase of Professional Services.

#### D) Performance on Past Projects

**BELOW IS JUST A SAMPLING OF COMPLETED BURBACH AQUATICS, INC. PROJECTS.**



#### Powell, Wyoming-

All new regional indoor aquatic center that comprised of a zero depth entry pool, waterslides, tot slide, lazy river, heated therapy pool, competition lap lanes, diving board, multi-purpose ADA natatorium and concessions.

Gary Butts, Public Service Manager  
307-754-6951

Zane Logan, City Manager  
307-754-6900

**Completed – February 2012**

**Project Cost: \$9,271,625.00**



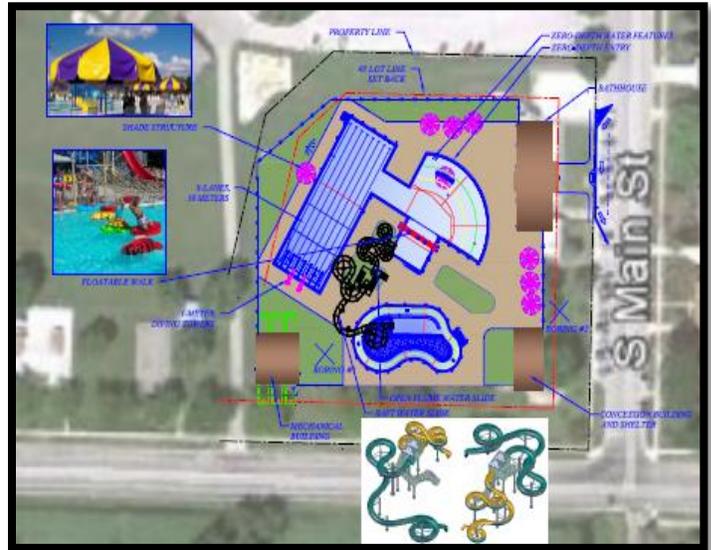
**Hartford, Wisconsin –  
(Currently under construction)**

This project consists of a new multi-purpose zero depth pool, 50 meter lap pool, two waterslides, water walk, tot slide, large lazy river, shade features, concession area, mechanical building, and bathhouse that included ADA standards.

Mike Herman, Director  
Parks and Recreation Department  
262-670-3731

**Planned for Completion – Summer 2016**

**Project Budget: \$9,000,000.00**



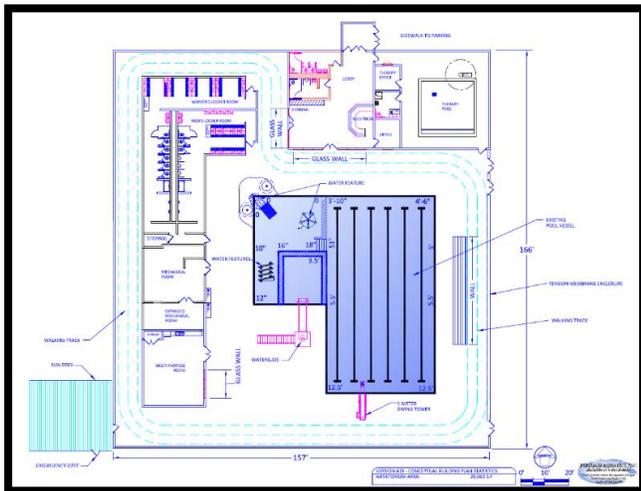
**Chadron, Nebraska –**

This project consists of enclosing the existing pool with a tension membrane structure. Adding a new multi-purpose zero depth pool with tot slide to existing pool, splash pad, therapy pool, walking track, new bathhouse changing rooms and lobby. Renovating existing mechanical building, and bathhouse that includes ADA standards.

Janet Johnson, Building and Zoning Official  
308-432-0506

**Planned for Completion – Summer 2017**

**Project Budget: \$6,500,000.00**



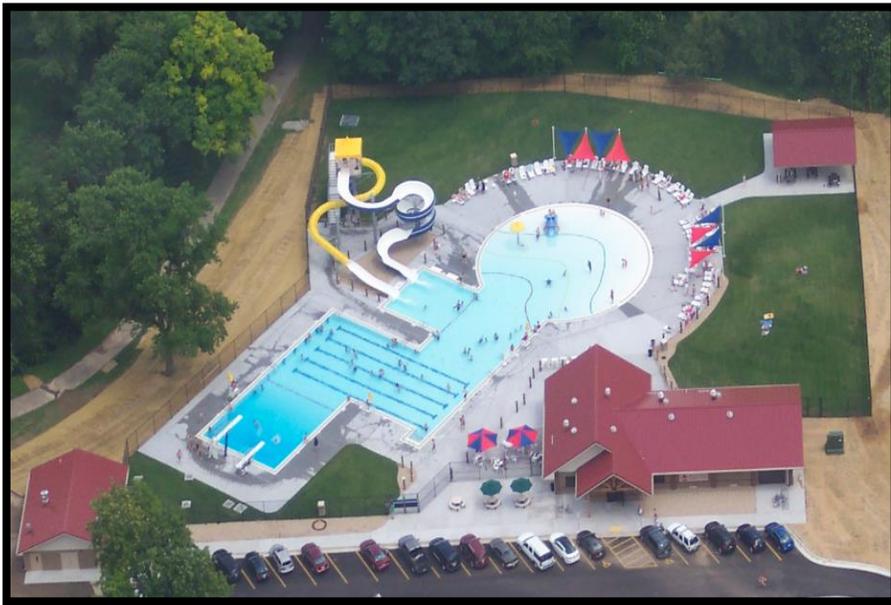
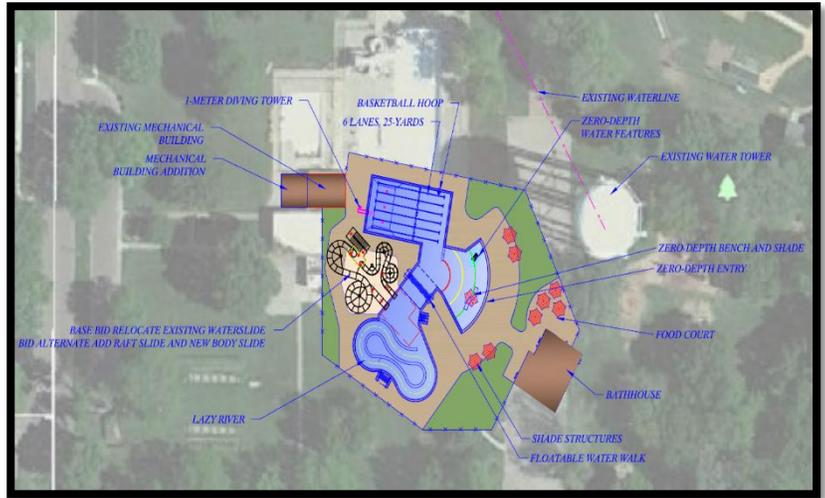
**Vermillion, South Dakota-**

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 Budget: \$5,000,000.00**



**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 design of the swimming pool portion of the project in December 2015, 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.

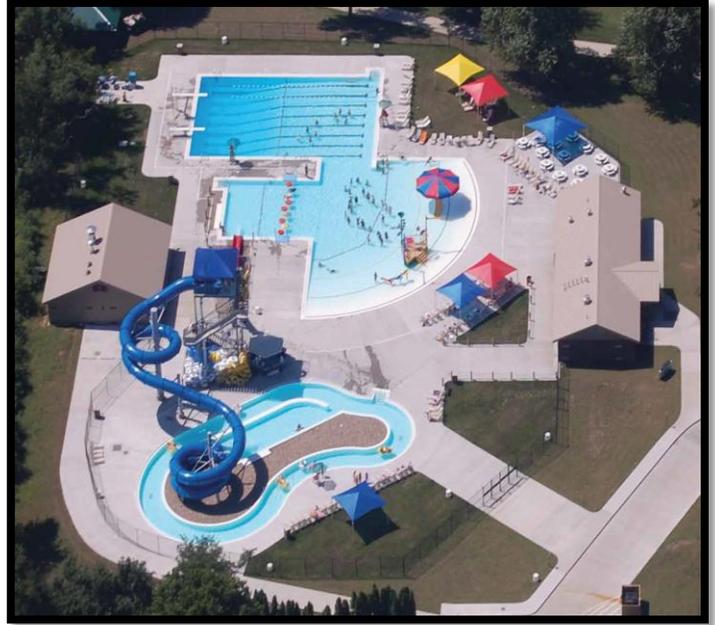
**Grinnell, Iowa –**

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**



## E) References and Referrals- Burbach Aquatics, Inc.

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> John 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 402-844-2020 (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>	2007 to Present	<u>City of Beresford, Iowa</u> Jim Fedderson, Mayor 101 North 3 <sup>rd</sup> Street Beresford, South Dakota 57004 605-763-2008 (O) 605-763-2329 (F) Email: <a href="mailto:jfeddey@bmtc.net">jfeddey@bmtc.net</a>
2008 to 2012	<u>City of Powell, Wyoming</u> Gary Butts, Public Service Manager 270 North Clark Street Powell, Wyoming 82435 307-754-6951 (O) 307-754-5385 (F) Email: <a href="mailto:gbutts@cityofpowell.com">gbutts@cityofpowell.com</a>	2012 to 2014	<u>City of Lusk, Wyoming</u> Patricia Smith, 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>

## CHAPTER 2 – Burbach Aquatics, Inc.'s Team for Your Project

### A.) Meet the Team

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.



### B.) 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.

**Andy 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 (Andy) Pennekamp, P.E.	X	X	X
Carol L. Tracy	X	X	X
Roger Schamberger	X	X	X
Jeffrey (Jeff) Eastman			X

### CHAPTER 3 – Our Understanding and Approach of Your Project

#### A) Understanding

Burbach Aquatics, Inc. (BAI) believes that our Professional Services are perfectly suited for the proposed City of La Crosse Memorial Swimming Pool project. It is BAI’s understanding that the Memorial swimming pool was originally constructed in 1938, as a WPA project. Over the last three years the swimming pool has required over \$100,000 in repairs just to keep it operational, the pool vessel is leaking an estimated 7500 gallons of water per day and there are concerns about opening the facility for the 2016 swim season. The existing facility has served the community well, but may be experiencing structural, operational and potential state & federal code violations.

BAI has an extensive Feasibility Study program that engages the community, elected and appointed officials throughout the concept development process. 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 La Crosse is asking for assistance to develop the following: correction of code violations, 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 La Crosse and evokes a sense of community pride.

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.

## **B) Scope of Service as Project Matures**

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.

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. Facilities being considered for repair, renovation or rehabilitation would start with Step #1, which is the Technical Evaluation of the Existing Facility. For the City of La Crosse, BAI recommends that our services would begin with Step #1.

Step #2 is the Development of costs, concepts, etc. for Renovation or New Construction. This is the second Step that the City of La Crosse would consider for their Aquatic Center project. This study encompasses many key issues including a scientific formula that sizes your new facility for current and 25 year projected needs. The development of the initial space program, conceptual design drawings, site, traffic and work flows, water features, landscape and facility layout, proposed construction costs, facility and operational costs are all addressed in this Step.

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 La Crosse, City Council, Pool Committee, Staff, the Community and the professional staff of Burbach Aquatics, Inc.

### **C) Initial Scope of Services for the City of La Crosse**

**FEASIBILITY/MARKETING STUDY** - Burbach Aquatics, Inc. feasibility studies are broken down into eight typical Steps of which 6 are optional.

#### **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.

Compensation for basic services (per facility) for Phase I-Step #1 is a stipulated amount of \$4,950.00, plus reimbursables.

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

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.

Compensation for basic services for Phase I, Step #2 is a stipulated amount of \$7,000.00, plus reimbursables.

***BAI's standard contract for Professional Service is for 3 phases of Professional Service, with the following exception made for the City of La Crosse. Phase I, Step #1 and/or Step #2 can be authorized as "Stand Alone" Professional Service. Authorization of Phase I, Step #1 and/or Step #2 does not obligate the City of La Crosse to future Professional Service with BAI. This exception provision becomes void at such time as***

***BAI receives direction from the City of La Cross to perform Professional Service beyond Phase I, Step #2.***

***BAI shall not be held liable for Professional Service provided in Phase I, Step #1 and/or Step #2 in the event the Project is completed by others. This provision becomes void at such time as BAI receives direction from the City of La Crosse to perform Professional Service beyond Phase I, Step #2.***

#### **D) Other Phases of Professional Service**

##### ***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 La Crosse;

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.

Compensation for basic services for Phase I-Step #3 is stipulated amount of \$4,650.00, plus reimbursables.

##### ***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 completed, prior to fill in of rendering.

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

Compensation for basic services for Phase I-Step #4 is a stipulated amount of \$3,430.00, plus reimbursables. 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.

Compensation for Basic Services for Phase I-Step #5 is a stipulated amount of \$5,820.00, plus reimbursables.

### **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.  
Compensation for Basic Services for Phase I-Step #6 is a stipulated amount of \$2,950.00, plus reimbursables.

**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.

Compensation for Basic Services Phase I-Step #7 is a stipulated amount of \$2,975.00, plus reimbursables.

**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.

Compensation for Basic Services for Phase I-Step #8 is a stipulated amount of \$3,850.00, plus reimbursables.

## **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, 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 II - Compensation for Phase II**

Compensation for Basic Services for Design Development and Construction Documents Phase and for all bid alternates shall be 7.90 percent of the Construction Cost plus Reimbursable Expenses for the Scope of Services for Design Development and Construction Documents Phase. Site survey, measuring and verification of existing facilities and soil borings shall be performed as Additional 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 encourage 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 result; 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.

### **Compensation for Phase III**

Compensation for Basic Services for Construction Related Services Phase and for all bid alternates shall be 3.95 percent of the Construction Cost plus Reimbursable Expenses for the Scope of Services for Construction Related Services Phase.

### **E) About our Programs:**

BAI has developed a true Contractor Awareness Program (C.A.P.). BAI will divide your project into three separate prime contracts: the General Contract, the Mechanical/Process Piping Contract and the Pool Vessel Contract. Our C.A.P. allows local qualified contractors the opportunity to be included in the successful bidding of your project. Local contractors, who have been orientated through our Contractor Awareness Program, build 93% of all Burbach pools. This combination bidding program creates a very competitive and flexible bidding environment. BAI has a very personable, hands-on approach to helping municipalities and park departments achieve their goals.

### **F) 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 Chapter 3 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.”

**G) 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