



REQUEST FOR QUALIFICATIONS

FOR

**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF AN
AQUATICS FACILITY**

RFQ # 202214

LEGAL NOTICE

VILLAGE OF WELLINGTON REQUEST FOR QUALIFICATIONS

The Village of Wellington is accepting sealed submittals for RFQ# 202214 - Architectural and Engineering Services for the Construction of an Aquatics Facility.

Sealed Submittals, one (1) original, five (5) copies and one (1) electronic PDF copy (CD or USB), must be received on or before **May 26, 2022 at 9:00 AM Local Time**, in the Clerk's Office at the address below.

**Village of Wellington
Clerk's Office
12300 Forest Hill Boulevard
Wellington, FL 33414**

All submittals will be publicly opened and read at that time. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt. All submittals must be delivered in sealed envelopes and plainly marked: **"Attention: Purchasing Office, RFQ #202214 - Architectural and Engineering Services for the Construction of an Aquatics Facility"**.

RFQ documents may be downloaded online at www.demandstar.com or www.wellingtonfl.gov/purchasing starting on **April 26, 2022**.

Evaluation/Short-list Committee Review will be held at a date and time to be determined at the Wellington City Hall building located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

Wellington reserves the right to accept or reject any or all RFQ submittals (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept RFQ submittals which in its judgment best serves the interests of Wellington.

Any and all questions regarding this solicitation shall be directed to the Wellington Purchasing Division: Attn: Danielle Zembrzuski, 12300 Forest Hill Boulevard, Wellington, Florida 33414: Ph 561-791-4107 or email: dzembrzuski@wellingtonfl.gov.

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Account #9-657448

PROFFESIONAL CONSULTING SERVICES SELECTION

KEY DATES

- | | |
|--|--------------------------------|
| 1. Broadcast / Publication Release of RFQ: | April 26, 2022 |
| 2. Deadline to submit Request for Information (RFI's): | May 16, 2022 |
| 3. RFQ Submittal Deadline: | May 26, 2022 at 9:00 AM |
| 4. Evaluation/Short-list Committee Review: | TBD |
| 5. Presentations and Oral Interviews: | TBD |
| 6. Council Recommendations for Contract Negotiations: | TBD |
| 7. Award Recommendations to Wellington Council: | TBD |

* Dates above are subject to change based on the number of respondents, availability of the members, or other unforeseen circumstances.

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SECTION 1

GENERAL REQUIREMENTS

1.1 Introduction

The objective of this solicitation is to select and obtain the services of a Professional Consultant Team to provide services for the design, permitting, bidding and construction phase services for the development and construction of an Aquatics Facility.

The successful professional consultant team shall be responsible for reviewing existing Palm Beach County and Wellington Codes, Resolutions, and Ordinances and State of Florida Building Codes. The Village anticipates a contract which will include but is not limited to schematic design, production of computer generated renderings, and cost estimations. The selected design professional shall be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering and structural engineering.

The selected design team may be required to work with a construction manager during the design and construction phase of the project. Notwithstanding the foregoing, the final project delivery method has not been determined at this time.

1.2 Minimum Qualifications:

- The selected professional consultant team (prime and sub-consultant) shall be registered in the State of Florida to perform the professional services requested in this RFQ. The team (prime and sub-consultant) shall have State of Florida registered professional for specified fields (i.e. Registered Engineer, Registered Architect, etc.)
- The selected firms shall have been in business and have a minimum of five (5) years' experience in providing architectural, engineering and planning services.
- The team project manager must be licensed in the State of Florida as a Registered Architect and have a minimum of ten (10) years' experience in services for public facilities and has served as project manager/construction manager on similar projects on a minimum of three (3) previous occasions.
- Team Members and sub-consultants must be licensed in the State of Florida and have a minimum of three years' experience (with current or past employer) in providing professional services for similar projects.
- The selected team requires architectural and/or engineering expertise in planning, design, permitting, bidding and construction administration phases of services for similar projects.
- The selected team must have knowledge of current rules and regulations of local, state, and federal agencies regulating the environment, land use, and building code provisions.

All work will be performed by the Consultant at an off-site location (not in Wellington's offices). The consultant will be required to provide its own equipment, materials and technical tools.

1.3 OSHA:

The Professional Consultant warrants that the services provided to Wellington shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Professional Consultant responsible for same.

1.4 Liability, Insurance, Licenses, and Permits:

Where the Professional Consultant is required to enter or go onto Wellington property to deliver goods, materials, or perform work or services as a result of an RFQ award, the successful Professional Consultant will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Wellington ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The Professional Consultant shall be liable for any damages or loss to Wellington occasioned by negligence of the Professional Consultant (or agent) or any person the Professional Consultant has designated in the completion of the contract as a result of the proposal of this RFQ.

1.5 Default/Failure to Perform:

Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Professional Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Consultant to meet any terms of this Request for Qualifications submittal, related agreement, and work authorization(s) Wellington will notify the Consultant three (3) days (Saturday, Sundays and Holidays excluded) to remedy the default. Failure on the Consultant's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Wellington notifying in writing the Professional Consultant of its intentions and the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Professional Consultant incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay subcontractors or others pursuant to work done under this contract.

In the event of default of a contract, the successful Professional Consultant shall pay the entire Wellington's attorney's fees and court costs incurred in collecting any damages. The successful Professional Consultant shall pay Wellington for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the Consultant enters into the terms and conditions of the contract shall control.

1.6 Cancellation:

Wellington reserves the right to cancel this contract by written notice to the Professional Consultant effective the date specified in the notice, and the following will apply:

- The Professional Consultant is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. In the event the Professional Consultant is found to be in default, the Professional Consultant will be paid for all labor and materials provided to the satisfaction of Wellington as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract. The Professional Consultant waives any claims to the same.
- Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
- Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- To the extent of a conflict with this provision and the contract the Consultant enters into the terms and conditions of the contract shall control.

1.7 Instructions – Awarded Professional Consultants:

Invoices, unless otherwise indicated by Wellington must show purchase order numbers and shall be submitted to the Project Manager and copy Accounts Payable, 12300 Forest Hill Boulevard, Wellington, FL 33414. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

1.8 Applicable Law and Venue:

The law of the State of Florida shall govern the contract between Wellington and the successful Professional Consultant, and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.9 Public Entity Crimes:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposal on leases of real property to a public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity. Each person or firm who elects to submit a Request for Qualification package shall notify the Purchasing Agent within thirty (30) days after a conviction of a contract crime applicable to it/him/her or to any officers, directors, executives, shareholders active in management, employees, or agent of their affiliates.

1.10 Conflict of Interest and Code of Ethics:

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON

If any Professional Consultant violates or is a party to a violation of the code of ethics of the State of Florida with respect to this RFQ, such Professional Consultant may be disqualified from performing the

work described in this RFQ or from furnishing the services for which the RFQ is submitted and shall be further disqualified from proposing/bidding on any future RFP/Bid/RFQ for work or for goods or services for Wellington. A copy of the State Ethics Codes is available on line at <http://www.flsenate.gov>.

1.11 Non-Collusion:

The Professional Consultant certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same professional consulting services and is in all respects fair and without collusion or fraud.

No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in the contract cancellation, return of materials or discontinuation of services, and the possible removal from the vendor/contractor/bid/RFP list(s).

1.14 Florida Public Records Act:

All material submitted regarding this proposal becomes the property of Wellington. Proposals may be reviewed by any person thirty (30) days after the public opening or after a notice of intent to award has been issued, whichever occurs first. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE ADDIE AT 561-791-4000, CADDIE@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

1.15 Legal Requirements:

Federal, State, County, local and Wellington laws, ordinances, orders, rules, regulations, guidelines, and directives that in any manner affect the items covered herein apply. Lack of knowledge by the qualifier/consultant will in no way be a cause for relief from responsibility.

1.16 Indemnification:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify and hold harmless Wellington, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the successful bidder/proposer and other persons employed or utilized by the successful bidder/proposer in the performance of the contract

1.17 Lobbying/Cone of Silence:

A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all submittals or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington

Purchasing Manual). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

1.18 Insurance:

The Professional Consultant shall meet the insurance requirements as described in Article 4 of the attached Sample Agreement.

1.19 Records and Audits:

The Professional Consultant shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The Professional Consultant shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

1.20 Duty to Update Records:

It shall be the responsibility of any individual or firm contracted by Wellington for any Type(s) of Work to notify Wellington promptly of any substantive amendment to the information provided in this Request for Qualifications package submittal, as well as to update that information on an annual basis.

1.21 Disputes:

A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity that does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

1.22 Palm Beach County Office of Inspector General

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

1.23 Ownership of Work Products:

All work products, including all electronic and non-electronic plans, notes, drawings, studies, calculations, sketches and other documents produced on behalf of Wellington by any individual or firm, are the property of Wellington and shall be provided to Wellington prior to final payment.

All documents, reports, drawings, information (verbal or written) and other data (collectively "Proprietary Information") furnished to the Professional by Wellington shall be the sole property of Wellington and shall not be sold, licensed, transferred, disclosed or otherwise made available to any person or firm without the written consent of Wellington.

1.24 Scrutinized Companies:

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, proposer certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, proposer further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that proposer has submitted a false certification, the Village may terminate Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

1.25 Compliance with F.S. 448.095:

Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

SECTION 2

INSTRUCTION TO BIDDERS

2.1 Introduction

The objective of this Request for Qualifications (RFQ) is to select and obtain services of a professional consultant team to provide services for the design, permitting, bidding and construction phase services for the development and construction of a an Aquatics Facility.

Florida law requires Wellington to make a determination of a consultant's qualification to perform services prior to its engagement. The information submitted by each Consultant in the written RFQ response and the information gleaned from the oral interview process will be used by Wellington to make this determination.

2.2 Instructions for Submitting:

Firms shall submit one (1) original, five (5) copies and one (1) PDF electronic copy (CD or USB) of the RFQ submittal in a sealed envelope plainly marked: "**Attention: Purchasing Office, RFQ 202214 - Architectural and Engineering Services for the Construction of an Aquatics Facility**". The original submittal and copies of the submittal shall be organized into sections as per the tabs listed herein and shall be provided in 3 ring binders with no larger than a 1-1/2" spine. An electronic copy (CD or USB) of the original shall be provided along with the original binder. The original submittal and each CD/USB shall have the firm's name, RFQ number and title and date clearly displayed on the cover/label.

Each firm shall provide a cover letter at the front of the submittal followed by a Table of Contents. Tab#1 through Tab #6 shall contain the forms (attached as part of the RFQ) and information indicated. Tab#7 shall contain evidence of insurance. Tab#8 shall contain the E-Verify Memorandum of Understanding with the Department of Homeland Security. Tab#9 shall contain copies of all applicable licenses, registrations and Certificates of Authorization. Tab# 10 shall contain the following (**max 12 – 8.5" x 11" sheets of paper front & back**): Information about your firm, proposed Contract Manager, overall approach and methodology for professional services and information about claims. Tabs #11 shall contain the following (**max. 7 - 8.5" x 11" sheets of paper front and back**): overview of Technical Capabilities, project team & brief synopsis of experience, licenses and education for each member (full resumes are not required or desired), similar project experience, client references (Use attached form) and demonstration of cost and quality control. The Village reserves the right to request any additional information, from any proposer, deemed to be in the Village's best interest.

RFQ SUBMITTAL ORGANIZATION

Cover Letter

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Tab # 1: Acknowledgement Form (Attached)

Tab # 2: Drug-Free Workplace Form (Attached)

Tab # 3: Conflict of Interest Form (Attached)

Tab # 4: Non-Collusion (Attached)

Tab # 5: Certification Pursuant To Florida Statute § 215.4725 (Attached)

Tab # 6: Questionnaire (Attached)

Tab # 7: Evidence of Insurance Certification

Tab # 8: E-Verify Memorandum of Understanding (MOU)

Tab # 9: Current License(s)/ Certificates of Authorization / Registration(s) of the firm and sub-consultants to perform the applicable services in the State of Florida

Tab # 10: Firm Information, Contract Manager; Approach and Methodology (12 pages front and back maximum or 12 double-sided pages).

- Overview of Firm
- Location of Corporate Headquarters & Applicable Branch Offices
- Contract Manager
 - Name, Office Location, Contact Information
 - Relevant Experience, Education, Licenses/Registrations
- Project Manager
 - Name, Office Location, Contact Information
 - Relevant Experience, Education, Licenses/Registrations
- Project Specific Approach and Methodology
 - Approach and Methodology
 - Quality Control
 - Cost Control
- Pending, Ongoing and Past (last 3 years) Lawsuits and Claims with Clients, Sub Consultants and Vendors. Include Locations/Clients where firm has had a contract terminated, been barred, disqualified or prohibited from providing professional services. Any proposer who omits relevant information may be deemed non-responsive or may be grounds for contract termination.

Tab # 11: Architectural/Engineering Design Services (7 pages front and back maximum, or 7 double-sided pages) NOTE: Client reference

- Overview of Technical Capabilities

- Project Team Organization / Members
 - Sub consultants - Project Role, Name, Location, Contact Information
 - Team Members - Project Role, Experience, Education, Licenses/Registrations, Location
- Relevant Projects
 - Project Name, Location, Client, Year Complete, Description, Contact Information
- A maximum of four (4) Client References including names, titles, addresses, telephone number and e-mail address (Use Attached Form). Only the references provided in the attached form will be contacted, unless the Village determines additional reference checks are required.
- Demonstration of Cost & Quality Control Performance for Similar Work

Each RFQ package submitted shall be signed by the individual Professional Consultant and/or by the authorized principals of the Professional Consultant's firm if other than an individual. The RFQ submittal shall be signed by a representative who is authorized to contractually bind the qualifier. While it is not required to be a registered vendor with the Village in order to submit a Proposal, it is recommended that interested Proposer register in Wellington's vendor portal located at www.wellingtonfl.gov/purchasing.

All attachments and forms for the Request for Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submittal.

All RFQ submittals must be delivered as specified. To be considered, the Professional Consultant must respond to all parts of the RFQ.

QUALIFIERS MUST SUBMIT ONE (1) IDENTIFIED ORIGINAL RFQ SUBMITTAL, PLUS FIVE (5) COPIES AND ONE (1) PDF ELECTRONIC COPY (CD OR FLASHDRIVE).

2.3 RFQ Opening:

Responses to this RFQ shall be opened and publicly read in the **Wellington, City Hall, 12300 Forest Hill Boulevard Wellington, FL 33414 on May 26, 2022 at 9:00 AM Local Time**. All responses received after that time shall be returned, unopened. All submittals must be delivered in sealed envelopes and plainly marked: **"Attention: Purchasing Office, RFQ#202214 Architectural and Engineering Services for the Construction of an Aquatics Facility"**.

All RFQs submitted shall include the completed RFQ forms and information. RFQs may be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting the RFQ response, each Professional Consultant shall make all investigations and examinations necessary to ascertain if any addenda were issued.

2.4 Contact Person:

For any additional information regarding the specifications and requirements of this RFQ contact Danielle Zembrzuski, 12300 Forest Hill Blvd, Wellington, FL 33414. Phone (561) 791-4107 Fax (561) 904-5817 dzembrzuski@wellingtonfl.gov

2.5 RFQ Clarification/ Interpretations/ Addenda:

Any questions or clarifications concerning this RFQ shall be submitted in writing by email to Danielle Zembrzuski at dzembrzuski@wellingtonfl.gov.

The RFQ title/number shall be referenced on all correspondence. All questions must be received no later than **May 16, 2022 by 5:00 PM local time**. All responses to questions / clarifications will be sent to all prospective Professional Consultants in writing via Demandstar. Demandstar will automatically notify all planholders of any inquiries, addendums and request for clarifications once posted by the Village. It shall be the responsibility of any prospective proposer to ensure receipt of all addenda issued.

Any interpretation of the RFQ, if made, will be made only by an Addendum duly issued by Wellington's Purchasing Department. Wellington shall issue an Informational Addendum if clarification or minimal changes are required. Wellington shall issue a Formal Addendum if substantial changes which impact the technical submission of the RFQ are required. A copy of such Addendum will be sent to each Professional Consultant receiving the RFQ via Demandstar. In the event of conflict with the original RFQ Documents, the Addendum shall govern all other RFQ and Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.6 Local Preference:

Local Preference will not apply for this solicitation. The Village may utilize grant funds for this project

2.7 Tied Proposals

If two or more bidders or proposers are tied, the following criteria will be used to break the tie:

- a. Delivery time – time for performance, if provided in the bid or proposal
- b. Certification of a “Drug Free Workplace Program” which meets the criteria established in F.F., Section 287.087.
- c. If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington and as indicated by the time clock log sheet provided by the Clerk's Office.

2.8 Selection Criteria:

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee in accordance with the Village's Purchasing Manual.

Awards shall be made to the responsible consultants whose qualifications are determined to be the most advantageous to Wellington

2.8.1 Written Submittal Evaluation Criteria:

Each Member of the Evaluation/Selection Committee will first evaluate the written proposals for non-service category/discipline content based on the criteria and cardinal point system listed in the table below. A maximum of 50 points is achievable. Each Selection Committee Member will then evaluate the written proposals for each service category/discipline based on the criteria listed in the table below. A maximum of 50 points is achievable. A combined 100 points is achievable. Minority Enterprise as certified by the State points will be awarded to those Prime firms who provide documentation stating they are certified by the Department of Management Services, Office of Supplier Diversity.

Written Submittal Cardinal Scoring Criteria	Max
Non-Service Category/Discipline <ul style="list-style-type: none">• Qualifications of the Firm• Contract Approach / Methodology• Qualifications of the Contract Manager• Lawsuits and Claims• Minority Enterprise as certified by the State	15 15 10 5 5
Total Non-Service Category/Disciplines	50
Service Category/Discipline: <ul style="list-style-type: none">• Technical Capabilities• Team Member Qualifications• Relevant Project Experience	20 15 15
Total Service Category/Disciplines	50
Grand Total	100

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third of each proposer. For example:

Cardinal Number	Ordinal Number
100	1
95	2
92	3
91	4
86	5
75	6

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked.

Upon completion of the technical criteria evaluation, rating and ranking, Wellington will conduct oral interviews with a minimum of three short listed firms. Upon completion of the oral interviews, the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the interview criteria listed below:

2.8.2 Oral Interview Criteria

The short listed firms shall be required to attend a presentation and interview session with the members of the selection committee. Selection committee members will ask a variety of questions pertaining to the work and the information contained in each firm's RFQ submittal. Questions will not be provided in advance. It is highly encouraged that team members assigned to perform Wellington's work attend the interview. We are interested in understanding the technical abilities of team members actually assigned to perform Wellington's work. Pursuant to Florida Statute Section 286.0113, all interview presentation sessions shall be closed to the public. Following the interview, the Selection Committee will score each firm based on the criteria listed in the table below. Minority Enterprise as certified by the State points will be awarded to those Prime firms who provide documentation stating they are certified by the Department of Management Services, Office of Supplier Diversity.

Selection committee scoring session shall be opened to the public.

Oral Interview Cardinal Scoring Criteria	Maximum Cardinal Score
<u>Answers to Questions:</u>	
<ul style="list-style-type: none"> • Technical Approach to Project and Specific Project Experience 	25
<ul style="list-style-type: none"> • Non-Technical Approach to Project and Specific Project Experience. 	10
<u>Team Member Interaction/Participation:</u>	
<ul style="list-style-type: none"> • Principal • Project Manager • Project Engineer/Architect • Other Team Members 	10
<u>Other:</u>	
<ul style="list-style-type: none"> • Minority Enterprise as Certified by the State 	5
Total Oral Interview Score	50

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third) of each proposer. For example:

Cardinal Number	Ordinal Number
50	1
45	2
43	3
40	4
36	5
35	6

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked.

Please note that the scores/rankings from the written proposal process are not included in the final ranking for award preference – only the scores/rankings from the Oral Interview process will be

Once the firms are ranked, the Selection Committee will forward the selection results, along with its recommendations, to the Wellington Council for consideration and approval to enter into contract negotiations with the recommended firms. Any such negotiations shall be conducted by the Village's Director of Purchasing or designee. Any negotiations are subject to Sunshine Law, even if portions of the meetings are exempt and closed. At least one (1) firm for each service category/discipline will receive a contract. Once negotiated, the contracts will be recommended and forwarded to the Wellington Council for award.

Wellington reserves the right to be the sole determination of responsiveness and responsibility of any RFQ submittals received. Professional Consultant must demonstrate that it has sufficient training and / or experience to fulfill the future contract requirements of professional consulting services for Wellington as specified per individual work authorizations.

The Award will be based on a review of all the information submitted, plus a review of references. Wellington reserves the right to visit and inspect Qualifier/Consultant facilities and locations where Professional Consultant is currently providing professional consulting services in determining its capacity to perform the services contained in the RFQ.

SECTION 3

SCOPE OF WORK

3.1 Introduction

The Village of Wellington is requesting proposals from design firms to provide design and construction phase services for the development and construction of an Aquatics Facility.

The selected firm will be required to perform architectural and engineering services to be specified in a fully executed agreement, to be negotiated after selection. Upon selection of a firm with whom negotiations will proceed, a scope of work will be developed. The Village anticipates a contract which will include but is not limited to schematic design, production of computer generated renderings, and cost estimations. The selected design professional shall be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering and structural engineering.

The Village may use the services of a Construction-Manager at Risk (CMAR). The CMAR shall serve as an integral team member from the inception of the programming and design efforts. Furthermore the CMAR may be utilized, in conjunction with the design team, as the cost estimator, project scheduler. Initial planning cost estimates may be provided by the selected Architect.

The Village may utilize grant funds for this project.

**SECTION 4
FORMS**

**RFQ # 202214
ACKNOWLEDGEMENT (TAB# 1)**

To: Wellington
12300 Forest Hill Blvd
Wellington, FL 33414

(Professional Consultant)

agrees to provide PROFESSIONAL CONSULTING SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the PROFESSIONAL CONSULTING SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by Wellington for the quality of service quoted.

The undersigned agrees to the right of Wellington to hold the Request for Qualifications submittals and guarantees the future related proposals for a period not to exceed one hundred and twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, Wellington and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between Wellington and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number (OR) Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

DRUG-FREE WORKPLACE (TAB #2)

Preference may be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program may be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

CONFLICT OF INTEREST STATEMENT (TAB# 3)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

[] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

[] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

[] To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

POTENTIAL CONFLICT:

[] **The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.**

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

NON-COLLUSION AFFIDAVIT (TAB# 4)

State of _____

County of _____

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit of cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true.

Name of Bidder

Print name of designated signatory

Signature

Title

On this _____ day of _____, 20____, before me appeared _____ personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

Signature

Notary Public in and for the State of _____

(Affix Seal Here)

(Name Printed)

Residing at _____

My commission expires _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 (TAB# 5)

I, _____, on behalf of _____, certifies
Print Name Company Name

that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date

QUESTIONNAIRE (TAB#6)

PROJECT: Architectural and Engineering Services for Aquatics Facility.
OWNER: Village of Wellington
CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The Village of Wellington shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the Village.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the Village is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Village of any subsequent agreement between the Village and the proposer.
- C. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Danielle Zembrzusi- 561-791-4107- dzembrzusi@wellingtonfl.gov.

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated: _____

In what State: _____

If Foreign Corporation:

Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors: _____

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____

2. _____

3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest (**NOTE: the response to this question may be “Refer to Tab#8 of the proposal” :**
- A. List all pending lawsuits
- B. List all judgments from lawsuits in the last five years:
- C. List any criminal violations and/or convictions of the proposer and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state). Please also include a list of any clients within the boundaries of the Village of Wellington that the proposer or its firm has had within the last five (5) years.

The proposer understands that information contained in this Questionnaire will be relied upon by Wellington in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the Village Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Palm Beach Sheriff's Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Signature of Authorized Representative

Dated _____, 20__

REFERENCES (TAB#11)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER AND E-MAIL ADDRESS	
Company Name:	
Address:	
Contact Name:	
Phone:	E-mail Address:
Company Name:	
Address:	
Contact Name:	
Phone:	E-mail Address:
Company Name:	
Address:	
Contact Name:	
Phone:	E-mail Address:
Company Name:	
Address:	
Contact Name:	
Phone:	E-mail Address:



AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

Between

WELLINGTON

And

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement") is made this ____ day of _____, 20__ by and between the VILLAGE OF WELLINGTON (hereinafter referred to as WELLINGTON), Florida and _____ (hereinafter referred to as CONSULTANT), located in _____, Florida.

WHEREAS, it is necessary for WELLINGTON to obtain the services from CONSULTANT to for Consulting Services for the _____ Project related to RFQ _____.

WHEREAS, CONSULTANT represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 EFFECTIVE DATE

The effective date of this Agreement shall be _____.

The term of this Agreement shall be until completion of the project's scope of services noted within Exhibits A or written amendment,

ARTICLE 2 SERVICES TO BE PERFORMED BY CONSULTANT

2.1 GENERAL

CONSULTANT shall perform the Services for WELLINGTON as an independent contractor, as specifically set forth in the proposal attached hereto as **EXHIBIT "A"** and incorporated herein by this reference, and as may be specifically designated and authorized by WELLINGTON (the 'Services'). In the event of a conflict between the terms of **EXHIBIT "A"** and this Agreement, the terms of this Agreement shall control.

ARTICLE 3 COMPENSATION

3.1 GENERAL

As compensation for providing the Services, WELLINGTON shall pay CONSULTANT's fees based on the amount (hourly rates) stipulated in **EXHIBIT "B"** CONSULTANT represents and warrants that it shall notify WELLINGTON in writing prior to doing any further work pursuant to this Agreement if it will exceed the contract amount provided for herein

3.2 DELAY

The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from WELLINGTON for any direct, indirect, consequential, impact or other costs, expenses or damages arising because of delay from any circumstances.

ARTICLE 4 INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

4.1 General Liability Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000), personal injury and advertising injury liability of not less than One Million Dollars (\$1,000,000), and general aggregate of not less than Two Million Dollars (\$2,000,000).

4.2 Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.

4.3 Professional Liability Insurance with limits of not less than (\$1,000,000) annual aggregate.

4.4 Hired & Non Hired Vehicles Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish WELLINGTON certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to WELLINGTON. CONSULTANT shall include WELLINGTON as an additional insured on the General Liability Insurance policy required by the Agreement.

CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved by WELLINGTON.

ARTICLE 5 STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and CONSULTANT shall, at no additional cost to WELLINGTON, re-perform Services which fail to satisfy the foregoing standard of care. CONSULTANT warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, WELLINGTON and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

In consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby agrees to protect, defend, indemnify, and hold harmless WELLINGTON, its officers and employees, from any and all claims, liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT arising out of or connected with this Agreement. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes. The CONSULTANT acknowledges receipt of sufficient consideration for the indemnification provided herein.

6.3 SURVIVAL

Upon completion of all Services, obligations, and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article and exhibits cited herein shall survive.

ARTICLE 7 INDEPENDENT CONTRACTOR

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. WELLINGTON shall have no right to supervise the methods used, but WELLINGTON shall have the right to observe such performance. CONSULTANT shall work closely with WELLINGTON in performing Services under this Agreement.

ARTICLE 8 COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, standards, emergency orders, and health guidelines.

ARTICLE 9 SUBCONSULTING

WELLINGTON reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new sub consultant by WELLINGTON.

ARTICLE 10 FEDERAL AND STATE TAXES

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall CONSULTANT be authorized to use WELLINGTON's Tax Exemption Number in securing such materials.

ARTICLE 11 AVAILABILITY OF FUNDS

The obligations of WELLINGTON under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of WELLINGTON. WELLINGTON reserves the right to fiscally fund out at any time without penalty.

ARTICLE 12 WELLINGTON'S RESPONSIBILITIES

WELLINGTON shall be responsible for providing information on hand required by CONSULTANT, including existing reports, studies, planning information, and other required data that are available in the files of WELLINGTON.

ARTICLE 13 TERMINATION OF AGREEMENT

This Agreement may be terminated by CONSULTANT upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of the Agreement through no fault of CONSULTANT. It may also be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for Services rendered to WELLINGTON's satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by WELLINGTON, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other material related to the terminated work to WELLINGTON.
- C. Continue and complete all parts of the work that have not been terminated.

CONSULTANT shall be paid for Services actually rendered to the date of termination.

ARTICLE 14 UNCONTROLLABLE FORCES

Neither WELLINGTON nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 16 NON-DISCRIMINATION

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

ARTICLE 17 WAIVER

A waiver by either WELLINGTON or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 ENTIRETY OF AGREEMENT

WELLINGTON and CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 MODIFICATION

This Agreement may be modified only by a written amendment executed by both parties.

ARTICLE 21 SUCCESSORS AND ASSIGNS

WELLINGTON and CONSULTANT each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of WELLINGTON via executed amendment.

ARTICLE 22 OWNERSHIP OF DOCUMENTS

Any and all documents, records, disks, or other information generated in connection with this Agreement shall become the property of WELLINGTON for its use and/or distribution as may be deemed appropriate by WELLINGTON.

ARTICLE 23 ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. WELLINGTON shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at CONSULTANT'S place of business.

ARTICLE 24 NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To WELLINGTON

Village of Wellington
12300 Forest Hill Blvd
Wellington, Florida 33414

As To CONSULTANT

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on Fridays, weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and WELLINGTON.

ARTICLE 25 CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of _____ who shall act as WELLINGTON's representatives during the term of the Agreement.

ARTICLE 26 KEY PERSONNEL

CONSULTANT shall notify WELLINGTON in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. WELLINGTON has the right to reject proposed changes in key personnel.

ARTICLE 27 CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by CONSULTANT under this Agreement shall be made available to any individual or organization by CONSULTANT without prior written approval of WELLINGTON.

ARTICLE 28 CONFLICT OF INTEREST

This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The CONSULTANT's completed Conflict of Interest Statement shall be attached hereto as **EXHIBIT "C"** and incorporated herein by this reference. During the term of this Agreement and any renewals or extensions thereof, the CONSULTANT shall continue to disclose to WELLINGTON any possible conflicts of interests. The CONSULTANT's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

ARTICLE 29 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT understands that any contract that results from this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 30 PUBLIC ENTITY CRIMES

No consultant may be a person or affiliate identified on the Department of General Services "Convicted Vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from the public contracting and purchasing process because they have been found guilty of a public entity crime. The CONSULTANT shall comply with section 287.133, Florida Statutes, as is amended from time to time.

ARTICLE 31 TIME

Time is of the essence in all respects under this Agreement.

ARTICLE 32 PREPARATION OF AGREEMENT

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 33 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE ADDIE AT 561-791-4000, CADDIE@WELLINGTONFL.GOV, 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

ARTICLE 34 SCRUTINIZED COMPANIES

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CONSULTANT certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are

not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, CONSULTANT further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that CONSULTANT has submitted a false certification, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

ARTICLE 35 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 36 E-VERIFY

Compliance with FS 448.095 - Wellington requires all consultants, contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

ARTICLE 37 NON-DISCRIMINATION

CONSULTANT shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

ARTICLE 38 INCORPORATION OF RFQ

The terms, conditions, and specifications of this Agreement shall include and incorporate the terms, conditions and specifications set forth in Wellington Request for Qualifications # _____ and the CONSULTANT'S response to the RFQ including all documentation required hereunder.

APPROVED AS TO FORM AND IN WITNESS WHEREOF, WELLINGTON and CONSULTANT have executed this Agreement as of the day and year first above written.

ATTEST

By: _____
Chevelle Addie, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Laurie Cohen, Village Attorney

VILLAGE OF WELLINGTON

By: _____
Anne Gerwig, Mayor

CONSULTANT:

By: _____
Printed Name/Title: _____

EXHIBIT A
[Attach Proposal]

SAMPLE

Exhibit B
[Attach Fees]

SAMPLE

Exhibit C

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the CONSULTANT shall disclose to WELLINGTON any possible conflicts of interests. The CONSULTANT's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☐ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☐ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department. _____

POTENTIAL CONFLICT:

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

SECTION 6

Village of Wellington, Florida

Wellington Aquatics Complex Study

March 2021



AUDIT	STUDY	DESIGN	OPERATE	WEB-APPS	COUNSILMANHUNSAKER.COM	

Process Overview

The Village of Wellington, Florida commissioned Counsilman-Hunsaker to provide a swimming pool assessment and feasibility study for the Wellington Aquatics Complex. The purpose of the swimming pool assessment is to identify items that are substandard in the pools, identify items not to current industry swimming pool design standards, or equipment not operating as designed, and to assist in defining a course of action regarding the future of the aquatic facility.

As pools age they tend to require more regular care to remain open. Due to restricted budgets, pool operators are often required to keep their pools operational with small to medium repairs over the course of several years. For this reason, the Village is looking at long-term goals that need to be considered to maintain an excellent aquatic experience for its residents. This pool assessment will analyze both the physical and functional condition of the Aquatics Complex. The physical refers to physical issues such as equipment that needs to be replaced or is not operating as designed, while the functional describes the pools meeting the wants and needs of the community and the various aquatic user groups.

The Pool was built and opened in 1980 at this time the pool was under private ownership. In 1993 the pool went into receivership. As I understand Acme Improvement leased the facility in the summers from 1993-1996. The pool was vacant from 1996 to 1998 at which time the Village of Wellington took ownership and reopened the facility in September of 1999. The Pool went under a major renovation in 2009 and reopened on July 3, 2010.

Over the course of the year the Aquatics Complex averages 50-60 lap swimmers per day, 180 club team swimmers, 15 club team divers and 50-100 recreational swimmers. During the summer season the Complex has 200 summer camp children per day.

Existing Conditions Assessment

AUDIT



STUDY



DESIGN



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Applicable Codes

The state administrative swimming pool code referenced as “Florida Pool Code” in the report is as follows.

Florida Pool Code
Section 454
Swimming Pools And Bathing Places (Public And Private)

Virginia Graeme Baker Pool and Spa Safety Act (VGB)
ASME/ANSI A112.19.81
Signed into Law on December 19, 2007
CPSC Staff Interpretation of Section 1404 issued on June 18, 2008

Americans with Disabilities Act (ADA)
U.S.C. 12101 et seq.
Signed into Law on July 26, 1990 (2010 Update)

The administrative code requirements must be satisfied if a major modification of the pool is undertaken or if a particular item or piece of equipment is in need of repair. The recommended repairs address all administrative code items identified in this report.

Competition Pool

AUDIT



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Competition Pool

The competition pool is 14,130 total square feet and contains eight (8), 50-meter lanes, nine (9) 25-yard lanes and nine (9) 25-meter lanes. It contains 587,500 gallons of water with a turnover rate of six (6) hours with the pump running 1,680 gallons per minute (GPM).

The pool contains a 4,000 square foot open area that contains shallow water for programming and the dive well with two (2), 1-meter diving boards. The pool does not contain a bulkhead to divide the 50-meter course length, so all 25-yard and 25-meter competitions take place in the cross-course direction.

The pool has undergone numerous renovations over the past 20 years including a new gutters and pool surface in 2009, along with a full pool mechanical system. Most recently the gutter grates were replaced in 2020 along with the 1-meter diving boards.

The pool was a Myrtha pool from 1999-2009 and started losing upwards of 10,000 gallons of water per day which led to the 2009/2010 renovation to return to a concrete pool shell. During the 1999 and 2009 renovation the diving well section has remained intact and has not been renovated. Staff report it loses approximately 200 gallons of water per day.

The pool is used by the various groups in the Wellington community. Staff report the following daily attendance numbers throughout the year.

	Lap Swim	Club Swimmers	Club Dive Team	Rec / Camp Swim
Winter	50	150	15	15-20
Spring	60	180	15	50
Summer	60	180	15	300
Fall	60	180	15	50



Competition Pool

ADA Accessibility

The ADA Act requires that a swimming pool with a perimeter that is more than 300' to have at least two accessible means of entry, provided that the primary accessible means of entry is an ADA compliant swimming pool lift or ADA compliant swimming pool ramp with handrails, while the secondary means of access can be either a ramp, lift or compliant stair entry.

- The main pool's size necessitate two means of entry and the ADA lift that is currently kept in storage should be in position on the pool deck during operational hours. The stair entry in the middle portion of the pool does not qualify for an accessible entry due to the width from one handrail to the other. In order to be compliant, the competition pool needs either one more ADA life, or compliant handrails to be installed on the stair entry.
- The waterslide catch pool size necessitates one means of entry
- The children's pool and spraypad do not fall under the ADA act because of shallow depth of the pool.



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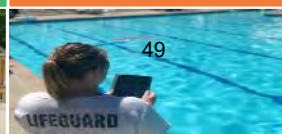
STUDY

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Competition Pool

Diving

The competition pool's diving well contains two (2), 1-meter diving boards that were installed in 2020. The diving well has a depth profile of 12'10" to 13'6" at its deepest with a 30' run to the 7'0" depth at the wall of the cross-course 25-meter lap lanes.

The diving well is original to the aquatics complex and appears to have some structural failure due to the cracking in the deck around the perimeter of the dive well and the underwater cracking at the corner of the dive well and the lap lane area.

Surface staining is prevalent in the deep end and staff report that chemical treatments have been performed, but the staining reoccurs. Staining of the pool surface can be attributed to poor water balance or metals found in the pool water. Fill water which is high in copper or iron must be removed or severe staining can result. Staff should ensure the pool water balance is adequate to prevent scaling and corrosion. Rust colored stains can be a clear indication that the pH of the pool water is out of balance. The low pH levels are typically caused by overfeeding muriatic acid. Corroding of cast iron piping remaining in the system is another potential source for this staining. The surface can be cleaned when the pool is drained for routine maintenance.



Competition Pool

Diving

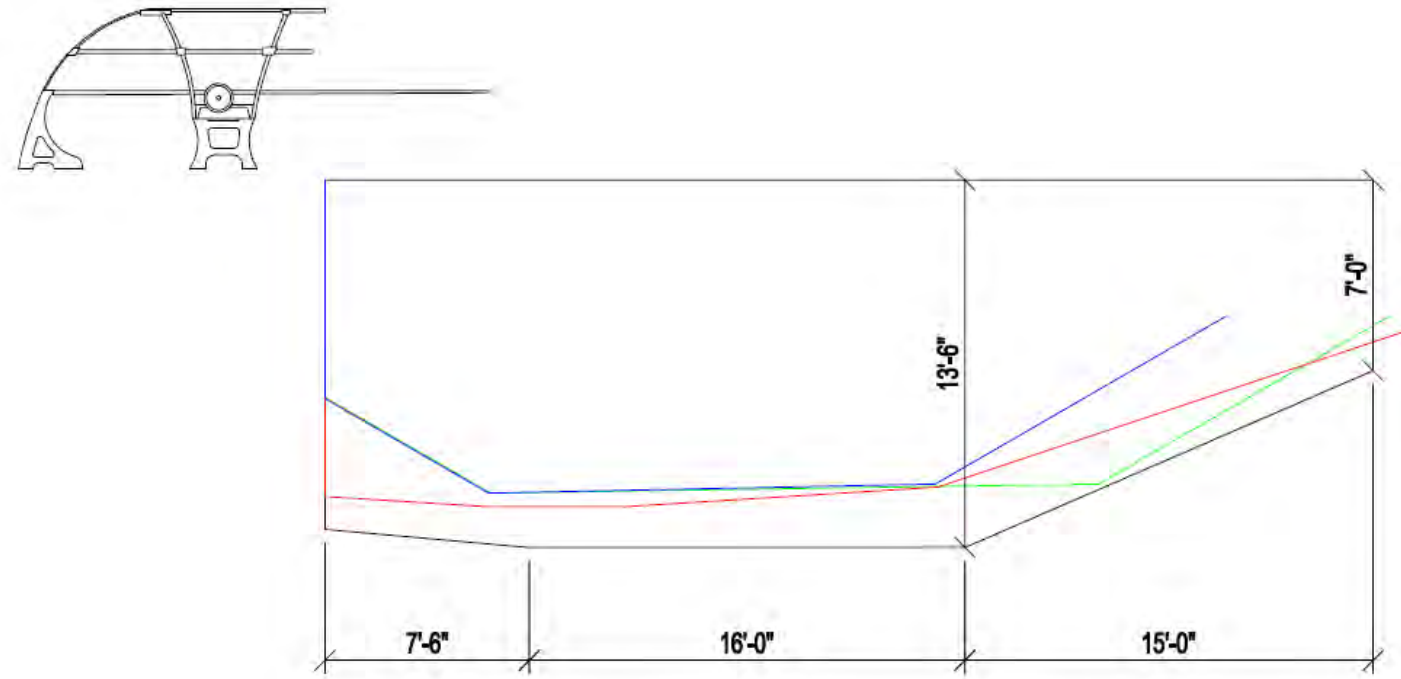
When analyzing the depth and slope of the diving well, the graphic to the right shows the three primary codes for 1-meter diving:

- FINA – Blue
- High School – Red
- NCAA – Green

According to the Florida State Code, “Diving facilities shall meet the minimum requirements of the FINA dimensions for diving facilities in accordance with the 2005–2009 FINA Handbook.”

Based on construction documents provided from both 1999 and 2009, the diving well appears to have been deepened during the 2009 renovation. The graphic to the right shows the existing pool floor compared to the relevant codes for the depth and slope of diving wells. The diving well passes all three codes (FINA, High School and NCAA).

The inclusion of a 3-meter diving board would assist in recruiting college swim teams for winter training, but it would require the removal of one of the 1-meter boards.



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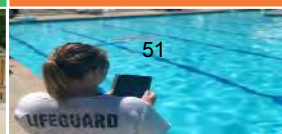
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Competition Pool

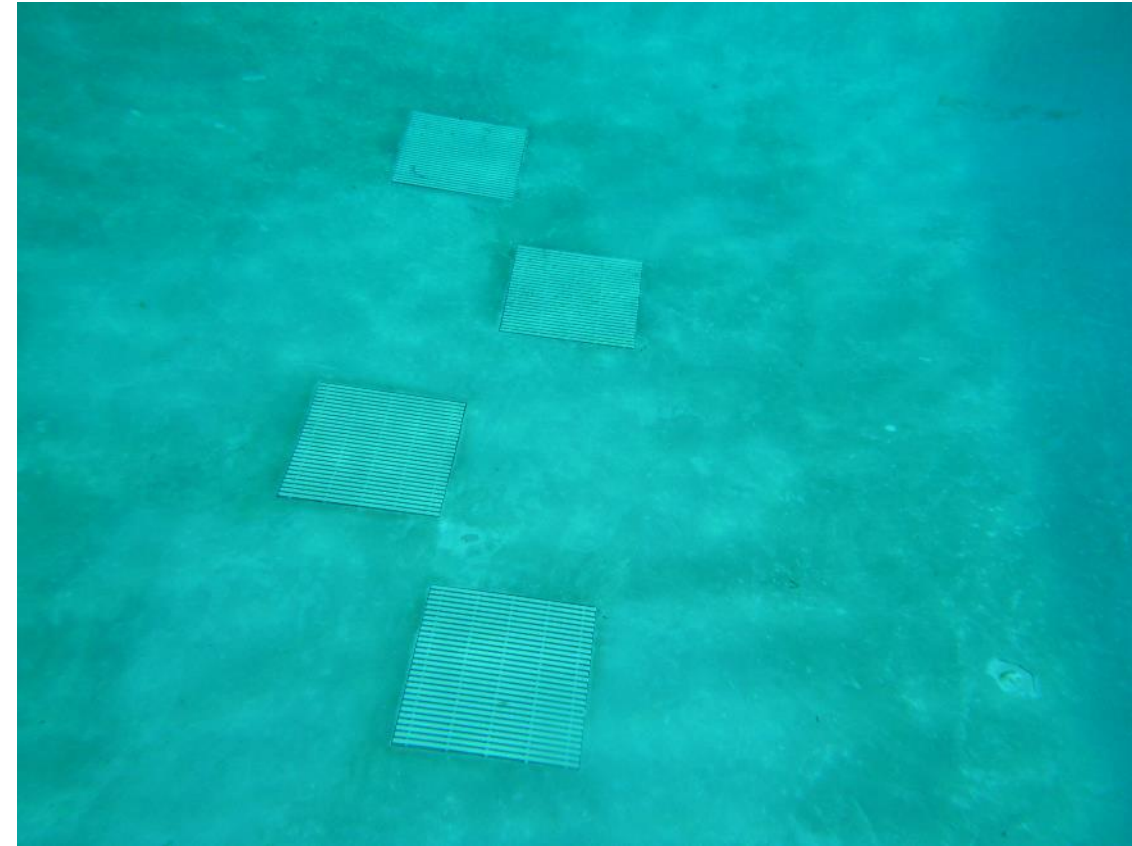
Main Drains

There are four (4) 24" x 24" square, fiberglass main drain covers located in the west portion of the main pool.

The grates are not suction and hair entrapment certified as required by the Virginia Graeme Baker Pool and Spa Safety Act (VGB), ASME/ANSI A112.19.81.

All main drains with dimensions 18" x 23" or smaller are classified as "blockable" and must have a VGB stamped and certified "unblockable" grate cover with tamper proof screws. The federal regulations of VGB were passed by Congress in 2008 and are designed to reduce the potential for suction and hair entrapment in commercial swimming pools at all suction outlets (e.g. main drains, skimmer equalizer lines, etc.). The Consumer Product Safety Commission (CPSC) is tasked with federally enforcing all VGB regulations, but due to the vast number of commercial swimming pools in the United States, enforcement most commonly is the responsibility of the local governing agencies (e.g. public health departments, building departments, etc.).

Staff report an engineer certified the grates as unblockable due to their size and number, but the VGB Act would necessitate the covers to be compliant if an engineer's certification has not been completed.



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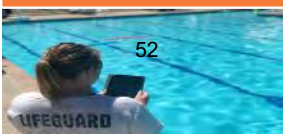
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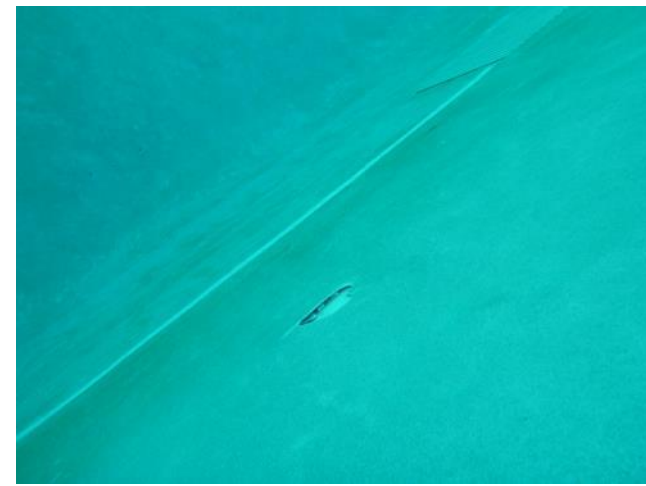


Competition Pool

Pool Surface

The swimming pool contains a concrete shell with a plaster surface that was installed during the 2009 renovation. There are several items to note throughout the pool:

- Cracking has occurred around the opening of the dive well area around the corners of the 50-meter course
- Patches of plaster have delaminated leaving bare concrete sections
- The plaster on the east wall of the diving end has cracked and delaminated leaving an open area with no surfacing
- Small circles of rust are appearing in several places throughout the pool which could be caused by a small leak where the water is getting behind the plaster surface and penetrating the embedded rebar resulting in corroded and eventual failed rebar, which would continue to weaken the pool structure.
- While plaster patches have occurred around the bottom perimeter of the dive well, staff report these patches do not have to be redone often.
- The possibility exists that hollow spots have developed beneath the pool shell due to shifting soil conditions. The next time the pool is drained during a downtime and staff should check for hollow spots beneath the pool floor.
- DiamondBrite is CH's typical specification. DiamondBrite is a plaster/marcite product that contains either quartz or small stones. It is troweled on very similar to plaster. Industry experience has shown that DiamondBrite pools, if maintained in a wet or moist condition, will typically have a lifespan of 7 to 15 years. In most cases achieving a 10-year life on a Diamond Brite surface is expected.
- If the pool structure has shifted and contains cracks in the concrete the pool surface will continue to crack even with a new application of plaster or DiamondBrite.



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Competition Pool Deck

The concrete pool deck was replaced during the 2009 renovation and is showing signs of movement in several areas around the pool's perimeter. The deck directly behind the pool's perimeter overflow gutter system is uneven with the main pool deck in numerous places creating a larger expansion joint gap. Staff report they continually caulk these areas to seal up the cracks to minimize trip hazards for pool users.

Other areas of the pool deck show signs of vertical cracking and numerous cracks exist on the deck ramp in the southwest corner of the pool. Deck cracking is also prevalent in the shaded area behind the diving well.

During and after heavy rain when the pool floods some areas of the deck do not drain effectively. Ponding water was observed which could create unsanitary conditions and slip hazards.

The City should anticipate deck repairs to occur during the next renovation of the Aquatics Complex. Repairs should be made to sections that have been identified as having heaving and settling is taking place. These areas can be sawcut, backfilled and repoured.



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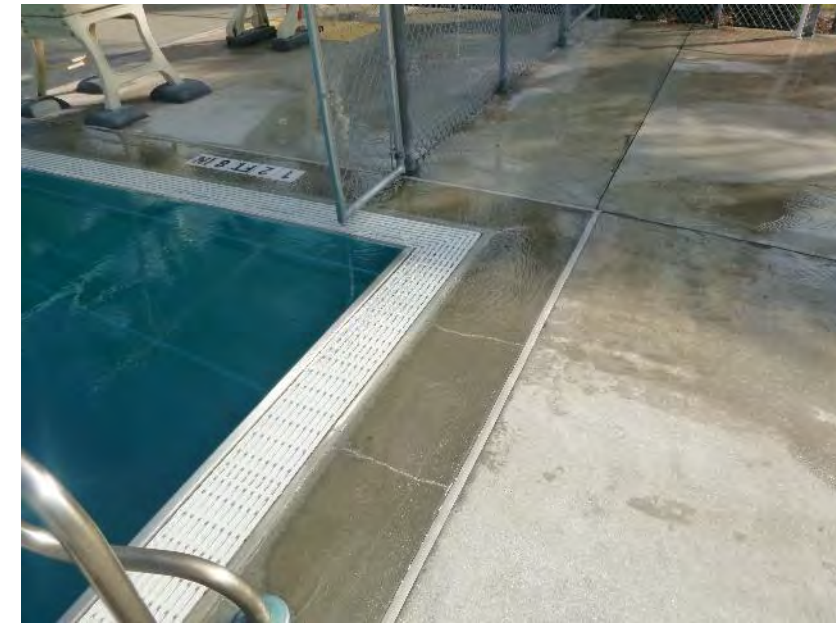
Competition Pool

Perimeter Overflow

The pool has a stainless-steel gutter overflow system that allows for continuous surface skimming around the perimeter of the pool. The PVC grates have recently been replaced. The primary issue with the gutter system is its inability to handle the surge capacity when a large number of swimmers enter the pool at one time and water spills over the grates and onto different areas of the pool deck. This is causing erosion on the backside of the competition pool.

The Florida Code requires the following of perimeter overflow systems, “The design pattern of recirculation flow shall be 100 percent through the main drain piping and 100 percent through the perimeter overflow system or 60 percent through the skimmer system.”

The pool water is fed to a surge tank located the mechanical room through two 12” PVC Schedule 40 pipes. Being fed by gravity, each 12-inch pipe can handle 1047 GPM. The gutter piping can provide 100% of the pool’s recirculation rate.



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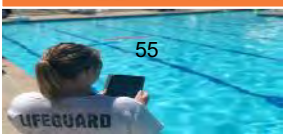
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Competition Pool Perimeter Overflow

Since the perimeter overflow system piping can handle 100% of the flow rate, the inability for the gutter to handle the water surge when a large number of users enter the pool appears to be related to the surge tank's operating level. If the operating level is too high it renders the surge tank unable to handle the water surge.

Counsillman-Hunsaker recommends that surge tanks contain 1 gallon of water per square foot of water surface area. The Aquatics Complex's surge tank should be sized to hold 14,130 gallons. Based on the provided construction documents the surge tank can hold in between 8,600 and 21,000 gallons depending on the operating water level.

Staff should verify that the water level controller is properly set to allow for surge capacity within existing system.


$$384 \text{ SF} \times 3 \text{ FT} \times 7.48 \text{ gallons/CF} = 8,616 \text{ Gallons}$$


Competition Pool

Return Inlets

The competition pool uses a combination of floor inlets and the pressure return inlets through the stainless-steel gutter system. Of the two inlet systems (floor and wall), the floor inlets are usually recommended over wall inlet systems for larger pools. The reason is that a relatively equidistant location of the floor inlets provides a more uniform distribution of filtered water over the floor. This situation affects, in a positive way, the subsurface turbulence created by the swimmers overhead. The floor system also provides a “sweep and clean” movement of the water across the pool floor, picking up small dirt and debris.

This is in line with the Florida Pool Code that states, “Pools greater than 30 feet (9144 mm) in width shall have either floor inlets only, or a combination of floor inlets and wall inlets. Pools with floor inlets only shall have a number of floor inlets provided such that the spacing between adjacent inlets does not exceed 20 feet (6096 mm) and the spacing between inlets and an adjacent wall does not exceed 10 feet (3048 mm).”



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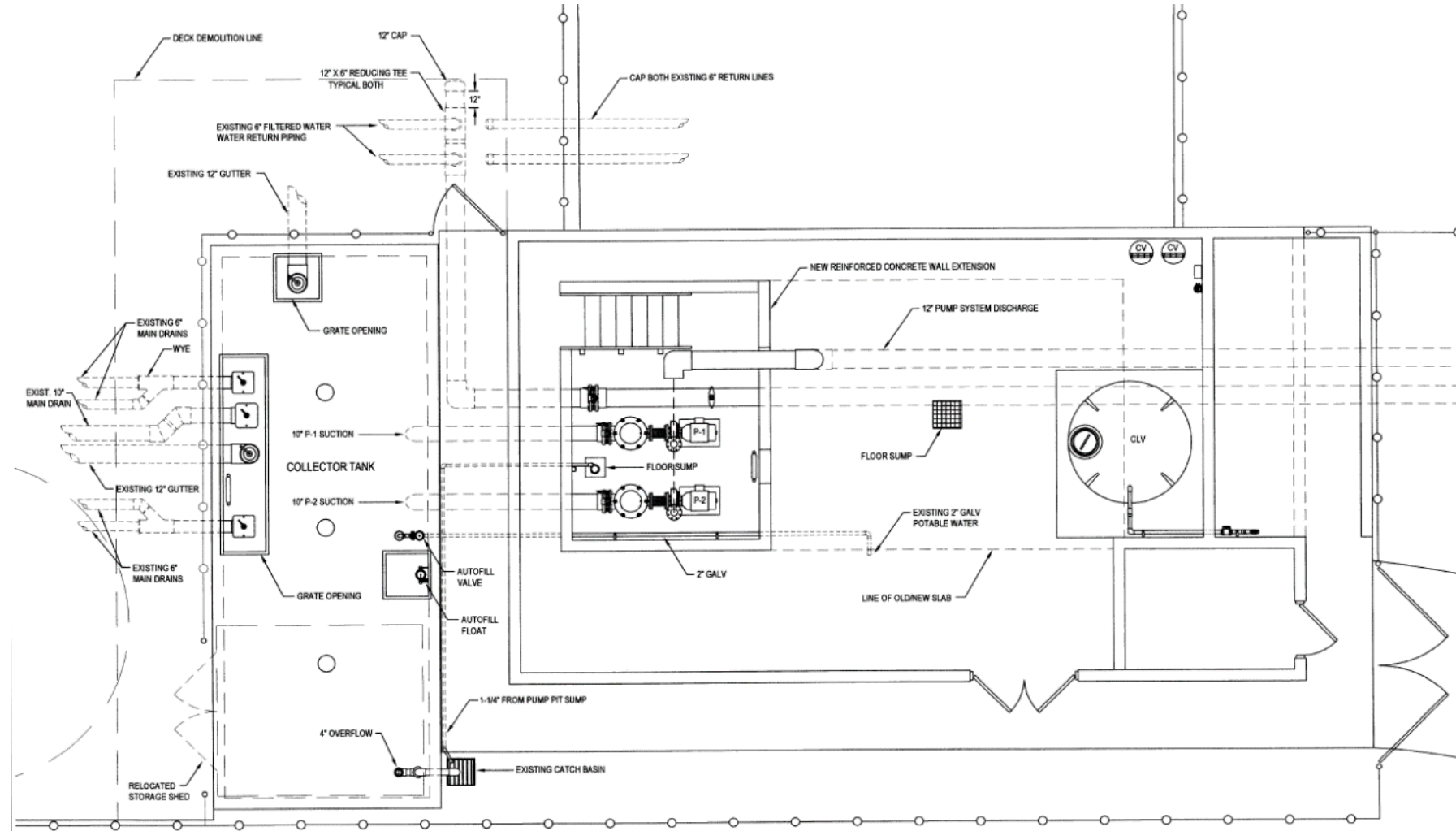
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Competition Pool Piping Schematic

The graphic to the right shows the pool's piping plan into the surge tank. There are two (2), 12-inch gutter lines and two (2) 6-inch main drains lines and one (1) 12-inch main drain line.



AUDIT

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Competition Pool

Depth Markings

The Florida Pool Code requires the following for depth markers:

“Permanent depth markings followed by the appropriate full or abbreviated words “FEET,” “FT,” or “INCHES,” “IN,” shall be installed in minimum 4-inch-high (102 mm) numbers and letters on a contrasting background. Depth markers shall indicate the actual pool depth, within 3 inches (76 mm), at normal operating water level when measured 3 feet (914 mm) from the pool wall. Symmetrical pool designs with the deep point at the center may be allowed provided a dual marking system is used which indicates the depth at the wall and at the deep point. 3. At a minimum, the markings shall be located on both sides of the pool at the shallow end, slope break, deep-end wall and deep point (if located more than 5 feet (1524 mm) from the deep-end wall). Depth markings shall be legible from inside the pool and also from the pool deck. The maximum perimeter distance between depth markings is 25 feet (7620 mm). Pool size and geometry may necessitate additional depth marking placements about all sides of the pool to meet this requirement.”

The swimming pool contains depth markings around the entire perimeter of the pool that are in compliance with the Florida Pool Code.



AUDIT

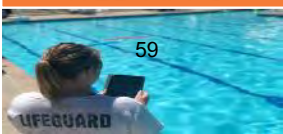
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Competition Pool

Starting Blocks

The starting blocks are an older model that do not meet the current expectations for competitive swimming. The current standard is to provide a larger block surface that complies with the current NCAA regulations which is a maximum height of 30 inches above the water, in between 20 and 34 inches in length and more than 20 inches wide.

Starting blocks should include a dimension of 32" x 24" with a stainless-steel top sloped at a 10-degree angle for optimal starting stances and to include a wedge for competitive starts.

Warning stickers and starting block covers are not provided on the existing starting blocks.



AUDIT

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Slide Catch Pool

AUDIT

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Slide Catch Pool

The slide catch pool was dedicated on May 28, 2005 making it 15 years old. The pool is approximately 850 square feet and has depths ranging from 3 feet to 4 feet 4in inches. Staff report that if prime is lost on the waterslide pump that it does not start back up quickly. A few small leaks were observed from the waterslide joints and staff report the joints on the inside of the slide can get a little rough to the waterslide riders.

As with other areas at the Aquatics Complex, sunken concrete was observed around the perimeter of slide pool. Staff report that Diamondbrite surface comes up when vacuuming the pool. The pool's main drain cover did not appear to have a VGBA approved stamp on it. Staff should confirm.



Spraypad / Tot Pool

AUDIT

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Spraypad

The interactive children's spraypad is approximately 3,500 SF and contains a painted surface which staff add sand to in order to reduce slips and falls. The spraypad has multiple vertical interactive elements and ground sprays. The following were observed during the assessment:

- One water gun doesn't work
- Ground sprays do not spray with even distribution
- Ground spray feature spraying water from underneath instead of through flow nozzle
- The spraypad overflows during and after heavy rain events
- Staff report the spraypad features get sediment in them which could be causing the features to not function properly



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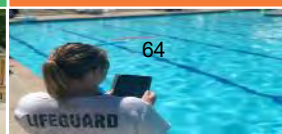
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Spraypad

The Spraypad's mechanical system is located adjacent to the main pool mechanical system in an outdoor enclosure to the east end of the Aquatics Complex. The system utilizes two Green Baker hydro filters that each contain 4.91 SF of filter surface area with a flow rating of 74 to 98 GPM with a designed range of 15-20 gallons per minute per square foot.

The following items pertain to the recirculation and filtration systems for the children's pool.

- The flow rate was observed at 70 GPM which is within the designed flow rate of the pool filters.
- The pool's main drain is a 6-inch line that is rated for 487 GPM at 6 feet per second. This is within the pool's flow rate of 250 GPM.
- The spraypad's 2-inch pressure piping is rated for 92 GPM which is within the pool's flow rate of 70 GPM.

While the mechanical system functions adequately for the operation of the spraypad, due to the age of the spraypad, condition of the vertical and ground spray elements, a removal or replacement of the spraypad is recommended during a future renovation of the Aquatics Complex.



AUDIT

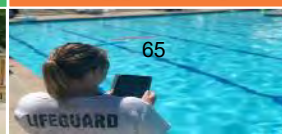
STUDY

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Tot Pool

The children's pool is approximately 200 SF and contains a plaster surface with perimeter gutter grating. The Florida Pool Code requires the following of children's wading pools. The current design meets this requirements.

"454.1.7.1 General. Wading pools shall meet the requirements of Sections 454.1.1 through 54.1.6.5, unless otherwise indicated. Wading pools and associated piping shall not be physically connected to any other swimming pools and have no minimum width dimensions requirements. 454.1.7.2 Depths. Wading pools shall have a maximum depth of 2 feet (610 mm). The depth at the perimeter of the pool shall be uniform and shall not exceed 12 inches (305 mm). However, where jurisdictional building department-approved zero depth entry designs are used, this uniform depth requirement must be met only on the remainder of the pool outside the zero depth entry portion. The pool floor shall not be more than 12 inches (305 mm) below the deck unless steps and handrails are provided. Depth and "NO DIVING" markers are not required on wading pools. 54.1.7.3 Recirculation. Wading pools shall have a minimum of one turnover every hour. "

The following items were observed during the assessment:

- The water depth starts at a zero-depth and slopes to a maximum depth of 6 inches in the middle of the pool.
- The three spray features function properly.
- Staff report the valves on the mechanical system stop functioning frequently and need to be replaced.
- Staff report the rubber rock around the perimeter of the pool gives pool users black feet.
- For the pool to be compliant with current ADA standards the edge of the pool must be flush with the pool deck to allow access for disabled users.



AUDIT

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DESIGN

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Tot Pool

The pool's mechanical system is located outside of the main pool's mechanical room. The system contains a Pulsar 1 Calcium Hypochlorite feeder for the pool's sanitizer and utilizes muriatic acid for the pH buffer. The pools uses a Precision Control MR1 chemical controller.

The following items pertain to the recirculation and filtration systems for the children's pool.

- The pool's mechanical system contains 2-inch suction and pressure piping that is rated for 63 GPM and 105 GPM respectively.
- Staff report that air has been observed in the baby pool system that come through the eight return inlets in the pool's floor. This is believed to occur when one of the valves is open and air gets into the system, which causes the pump to shut down.
- Staff report that one of the pool's valve won't open, if opens it sucks air and pump will shut down.
- The pool contains a single main drain at the center of the pool that has a compliant VGBA drain cover. While the pool is in good condition, if a renovation occurs a children's area with a zero-beach entry could replace this pool.
- Since the pool only a single main drain, the pool needs a secondary vacuum safety release system to meet VGBA requirements.



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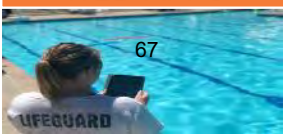
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UV Treatment

The children's pool and spraypad do not have a mechanical system that meets industry design standards since it does not contain an Ultraviolet Treatment (UV) System on the pool to provide secondary sanitation. UV has been shown to be highly effective against chlorine resistant pathogens like Cryptosporidium and Giardia; as well as the vast majority of bacteria, viruses, yeast, and mold.

According to the MAHC, "Due to the risk of outbreaks of RWIs associated with the DISINFECTANT tolerant parasite Cryptosporidium, it is strongly recommended that all AQUATIC FACILITIES include SECONDARY DISINFECTION SYSTEMS to minimize the risk to the public associated with these outbreaks."

UV equipment used in higher risk facilities such as interactive water features, wading pools, and activity pools shall be validated by a capable party that it delivers the required and predicted UV dose at the validated flow, lamp power and water UV transmittance conditions, and has complied with all professional practices summarized in the USEPA Ultraviolet Disinfectant Guidance Manual dated November 2006.



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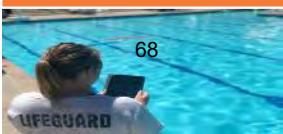
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Mechanical System

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Pool Mechanical

The competition's pool recirculation system contains two 20 HP Marlow pumps rated at 800 GPM and that are each powered by a 25 HP Baldor Motor. The pumps pull water from the surge tank where the gutters and main drains are routed. The pump and motor both display signs of corrosion. A strainer basket (National Line) is provided for the recirculation system as required by the state code.

The two pumps are fed by two schedule 40 PVC 8-inch pipes that combine to a single schedule 40 PVC 12-inch pipe that is routed to the pool filters. A single 12-inch schedule 40 PVC pressure line returns the water to the pool.

According to the Florida Pool Code, "The recirculation system shall be designed to provide a minimum of four turnovers of the pool volume per day. Pools that are less than 1,000 square feet (93 m²) at health clubs shall be required to provide eight turnovers per day. " With a flow rate of 1,680 GPM for the 587,500 pool, the turnover rate of 5.8 hours is within the code requirement.

Staff report the pressure piping was replaced during the 2009 renovation and the gutter piping was replaced during both the 1999 and 2009 renovations.

According to the Florida Pool Code, "Pressure piping shall not exceed 10-feet per second (2038 mm/s), except that precoat lines with higher velocities may be used when necessary for agitation purposes. The flow velocity in suction piping shall not exceed 6-feet per second (1829 mm/s) except that flow velocities up to 10-feet per second (3048 mm/s) in filter assembly headers will be acceptable. Main drain systems and surface overflow systems which discharge to collector tanks shall be sized with a maximum flow velocity of 3-feet per second (914 mm/s)." Based on the flow rate of 1,680 and the 12-inch suction and pressure piping, the piping and flow rate meet the code requirements.



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Pool Mechanical

Sand Filters The pool contains six (6) Kenlock high-rate sand, 32” horizontal filters that were installed during the 1999 renovation and reused during the 2009 renovation. Staff do not report any issues with water clarity though they did report that after backwashing filter sand is present in the pool. This is most likely due to a broken lateral inside one of the sand filters.

CH typically assigns a lifespan of 15-20 years to pool filters, and given the cracks on the existing tanks, CH would recommend planning for a replacement of the internal sand and components or a complete filter replacement within the next three to five years.

The following apply to high-rate sand filters from the Florida Pool Code. “Filter capacities. The maximum filtration rate in gallons per minute per square foot of filter area shall be: 15 [20 if so approved using the procedure stated in Section 454.1.6.5.1 for high rate sand filters, 3 for rapid sand filters, 0.375 for pleated cartridge filters and 2 for Diatomaceous Earth (D.E.) or regenerative media type filters]. Flow velocity. Pressure piping shall not exceed 10-feet per second (2038 mm/s), except that precoat lines with higher velocities may be used when necessary for agitation purposes. The flow velocity in suction piping shall not exceed 6-feet per second (1829 mm/s) except that flow velocities up to 10-feet per second (3048 mm/s) in filter assembly headers will be acceptable. Main drain systems and surface overflow systems which discharge to collector tanks shall be sized with a maximum flow velocity of 3-feet per second (914 mm/s). The filter and vacuuming system shall have the necessary valves and piping to allow filtering to pool, vacuuming to waste, vacuuming to filter, complete drainage of the filter tank, backwashing for sand and pressure D.E.- type filters and precoat recirculation for D.E.-type filters.”

Since each sand filter contains 20 square feet of surface area and the pool’s flow rate is 1,680 GPM, the flow rate per square foot of surface area is equal to 14 which is within the limits set by the Florida Pool Code.



Pool Mechanical

All four of the pools have chemical controllers installed on their respective mechanical systems. The chemical controllers automatically adds chlorine and the pH buffer, maintaining the proper chemical balance throughout each day.

Competition Pool: BECSys 7

Spraypad: Precision Control MR1

Children's Pool: Precision Control MR3

Slide Catch Pool: Precision Control MR1

These chemical controllers are appropriate for their type of usage.



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Pool Mechanical

The pools are sanitized with calcium hypochlorite (tablet chlorine) and use muriatic acid as a pH buffer. The sodium hypochlorite and muriatic acid for the competition pool are located in the main pool mechanical room. A separate dedicated and ventilated chemical storage room for both the sanitizer and pH buffer is recommended as the current industry standard. During a future renovation these separate mechanical rooms could be included. In an ideal setting these two would be in their own separate ventilated spaces.

The chlorine feeders and muriatic acid tanks for the spraypad, children's pool and slide catch pool are located outside in the open-air mechanical area.



Pool Mechanical

A variable frequency drive is installed on the circulation system. A variable-frequency drive (VFD) is a system for controlling the rotational speed of an alternating current (AC) electric motor by controlling the frequency of the electrical power supplied to the motor.

In a future renovation, it is recommended that VFDs be installed on all pool recirculation systems and feature pumps.



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Assessment Summary

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Summary

- The following items relate to the physical condition of the Wellington Aquatics Complex:
 - The diving well of the competition pool is shifting which is evidenced by the surrounding cracking deck and the cracks in the pool surface along the perimeter walls.
 - Portions of the pool's surface show signs of corroded rebar that is starting to show through the pool walls and floor as well as plaster that is cracked or delaminating.
 - The surge capacity for the perimeter gutter system is not able to handle a large number of swimmers in the pool at one time and water spills over the grates and onto different areas of the pool deck with the initial surge of swimmers entering the pool. This is causing erosion on the backside of the competition pool.
 - Cracking of the pool deck and coping stone exists around a majority of pool's perimeter.
 - The pool needs two means of accessible entry to be fully ADA compliant. Currently only one means of entry is provided which is a lift that is not available for use on the deck.
 - A number of the features on the spraypad either do not function, or do not function properly, and the features are clogged and do not spray water evenly. A complete replacement is recommended.
 - The sodium hypochlorite and muriatic acid for the competition pool are located in the main pool mechanical room. A separate dedicated and ventilated chemical storage room for both the sanitizer and pH buffer is recommended as the current industry standard.

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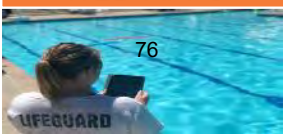
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Summary

- The following items relate to the functional condition of the Wellington Aquatics Complex:
 - The pool does not contain a bulkhead to divide the 50-meter course length, so all 25-yard and 25-meter competitions take place in the cross-course direction.
 - Due to the depth profile of the pool the end lanes for the 25-yard and 25-meter course are not able to be used for competitive starts.
 - The Aquatic Complex does not have the ability to offer separate water temperatures for the various aquatic user groups. Water fitness classes and swim lessons must be held in the competition pool in 79-degree water, a water temperature that is historically viewed as too cold by fitness class and swim lesson participants.
 - The water depth of the competition pool does not allow for a large recreational area for summer camps and recreational swimming.
 - The size of the children's pool limits the number of pool patrons that can use it at a given time.
 - The current layout of the Aquatics Complex necessitates four separate swimming pool mechanical systems which increases staff time to maintain chemicals, backwash, etc.

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Options for Consideration

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Options Overview

Counsilman-Hunsaker developed several options for consideration that incorporated various types of pools and features to meet the aquatic needs of Village residents and attract users from the surrounding region. All of the options contain a similar amenity mix as the existing Wellington Aquatics Center with competitive, fitness and recreational water.

An Opinion of Probable Construction Cost for the pool(s) and building has been developed. A budget for site construction costs and furniture fixtures and equipment (FF&E) has also been calculated and included in the estimates. Recent project bid figures of similar projects have been used as well as national estimating guides and local cost adjustment factors.

The hard construction cost figures have been supplemented by a development cost factor of 10%, which includes such "soft" costs as professional fees, survey, geotechnical report, document reproduction, advertisement for bids and all anticipated expenses related to the administration of the project. A 10% contingency allowance and 5% inflation allowance have also been included in the estimates.

The sum of these two cost figures calculate the total project cost. The cost estimates on the following slides are current as of March 2021.

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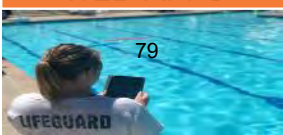
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Aquatics Complex Wish List

- Wish list for renovated or new Aquatics Complex
 - Enhanced bleacher seating
 - More shade for spectators and timers
 - Incorporate shade structure over mechanical system to protect equipment from UV rays
 - Separate diving well to support springboard and platform diving and to attract winter training for collegiate swim teams
 - Dedicated teaching and programmed pool (shallow, warm water)
 - Ability to support water polo (need deep water course)
 - Ability to provide more synchronized swimming, water polo and community lessons
 - Desire to host more long-course meets
 - Expand space behind 25-yard blocks for timers and swimmers
 - Need timing system room in new facility
 - Expanded indoor workout room for lightening delays
 - Larger office space for pool supervisors, lifeguards, office staff

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Options for Consideration

- **Renovation + New**
 - Renovate mechanical system for existing pool
 - Addition of new leisure pool with waterslides, programmable area and children's features **OR** addition of 6-lane, 25-yard programming pool

- **All New**
 - New 50-meter by 25-yard competition pool
 - 1M/3M diving
 - 2 bulkheads
 - 17-22, 25-yard lanes
 - 8, 50-meter lanes
 - Addition of new leisure pool with waterslides, programmable area and children's features **OR** addition of 6-lane, 25-yard programming pool

- **Renovation + New + Relocation**
 - Renovate mechanical system for existing pool
 - Addition of 6-lane program pool in place of slides, spraypad and children's pool
 - Move leisure facility to land near elementary school and library

- **All New – Complete Relocation**
 - Move leisure facility to land near elementary school and library
 - Move competitive facility to high school

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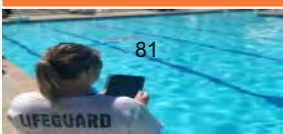
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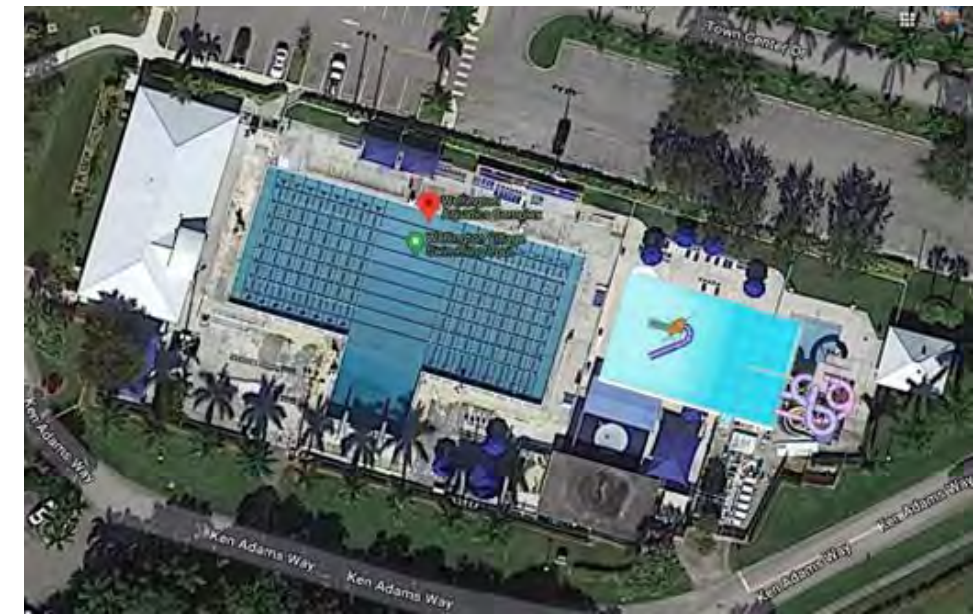
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Aquatics Complex Renovation

- **Renovation + New**

- Renovate mechanical system for existing pool
- Demolition of spraypad, children's pool and waterslide catch pool
- Addition of new leisure pool with waterslides, programmable area and children's features OR addition of 6-lane, 25-yard programming pool



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Renovation + New Leisure

Existing Location

- Renovate mechanical system for existing pool, pool resurfacing, new equipment allowance
- Addition of new leisure pool with waterslides, programmable area and children’s features

OPINION OF PROJECT COST: Existing Pool Renovation + New Leisure					
Description	Unit	Amount	Cost per Unit	Opinion of Cost	Opinion of Cost
Outdoor Aquatic Center		41,171	106	\$4,379,371	\$4,379,371
Existing Competition Pool Renovation	Allowance	1	1,406,121	\$1,406,121	
Outdoor Leisure Pool	Sq. Ft.	5,158	250	\$1,289,500	
Children's Play Structure	Allowance	1	150,000	\$150,000	
Play Structure Mechanical	Allowance	1	50,000	\$50,000	
Spray Features	Allowance	2	50,000	\$100,000	
Waterslide Tower	Allowance	1	275,000	\$275,000	
Waterslide Mechanical	Allowance	1	50,000	\$50,000	
Spraypad	Sq. Ft.	4,000	125	\$500,000	
Features	Allowance	1	100,000	\$100,000	
Shade Structures	Qty.	4	10,000	\$40,000	
Shade Pavillion	Qty.	1	20,000	\$20,000	
Outdoor Deck	Sq. Ft.	32,000	10	\$320,000	
Fencing	Linear Ft.	900	88	\$78,750	
Unit		Sq. Ft.	Cost	Opinion of Cost	Opinion of Cost
Total Building Construction Costs		41,171	\$106	4,379,371	4,379,371
Demolition Allowance				\$250,000	\$250,000
Site Construction Costs (parking, landscaping, utilities, walks)				\$1,029,275	\$1,029,275
Furniture, Fixtures, Equipment				\$248,000	\$248,000
Subtotal				\$5,906,646	\$5,906,646
Escalation Allowance (1 year)	5.0%			\$295,332	\$295,332
Contingency (Design / Construction)	10.0%			\$620,198	\$620,198
Design Fees, Surveys, Permitting	10.0%			\$682,218	\$682,218
Opinion of Probable Cost				\$7,504,393	\$7,504,393
Total Estimated Project Costs:			\$182	\$7,504,393	\$7,600,000
Estimate Current as of:	2/4/2021				
Source: Counsilman-Hunsaker					

Renovation + New 6-Lane

Existing Location

- Renovate mechanical system for existing pool, pool resurfacing, new equipment allowance
- Addition of 6-lane, 25-yard programming pool

OPINION OF PROJECT COST: Existing Pool Renovation + 6-Lane					
Description	Unit	Amount	Cost per Unit	Opinion of Cost	Opinion of Cost
Outdoor Aquatic Center		35,459	82	\$2,896,666	\$2,896,666
Existing Competition Pool Renovation	Allowance	1	1,406,121	\$1,406,121	
Outdoor 6-Lane, 25-Yard Pool	Sq. Ft.	3,453	250	\$863,250	
Shade Structures	Qty.	4	10,000	\$40,000	
Shade Pavillion	Qty.	1	20,000	\$20,000	
Outdoor Deck	Sq. Ft.	32,000	10	\$320,000	
Overhead Lighting	Sq. Ft.	35,459	5	\$177,295	
Fencing	Linear Ft.	800	88	\$70,000	
Unit		Sq. Ft.	Cost	Opinion of Cost	Opinion of Cost
Total Building Construction Costs		35,459	\$82	2,896,666	2,896,666
Demolition Allowance				\$250,000	\$250,000
Site Construction Costs (parking, landscaping, utilities, walks)				\$886,475	\$886,475
Furniture, Fixtures, Equipment				\$213,000	\$213,000
Subtotal				\$4,246,141	\$4,246,141
Escalation Allowance (1 year)	5.0%			\$212,307	\$212,307
Contingency (Design / Construction)	10.0%			\$445,845	\$445,845
Design Fees, Surveys, Permitting	10.0%			\$490,429	\$490,429
Opinion of Probable Cost				\$5,394,722	\$5,394,722
Total Estimated Project Costs:			\$152	\$5,394,722	\$5,400,000
Estimate Current as of:			2/4/2021		
			Source: Counsilman-Hunsaker		

New Aquatics Complex

- All New

- Demolition of existing Wellington Aquatics Complex
- New 50-meter by 25-yard competition pool
 - 1M/3M diving
 - 2 bulkheads
 - 17-22, 25-yard lanes
 - 8, 50-meter lanes
- Addition of new leisure pool with waterslides, programmable area and children's features OR addition of 6-lane, 25-yard programming pool



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New Aquatics Complex

Existing Location

- New 50-meter x 25-yard competition pool
- New 6-lane, 25-yard programming pool

OPINION OF PROJECT COST: New 50-Meter + 6-Lane (Existing Location)					
Description	Unit	Amount	Cost per Unit	Opinion of Cost	Opinion of Cost
Support Spaces		1,600	213	\$340,000	\$340,000
Multi-Purpose Room	Sq. Ft.	1,000	213	\$212,500	
Offices (Lifeguard + Admin)	Sq. Ft.	600	213	\$127,500	
Outdoor Aquatic Center		51,706	113	\$5,854,368	\$5,854,368
Outdoor Lap Pool	Sq. Ft.	12,900	238	\$3,063,750	
1M Diving	Qty.	2	15,000	\$30,000	
3M Diving	Qty.	1	20,000	\$20,000	
Bulkhead	Qty.	2	200,000	\$400,000	
Deep Foundations	Allowance	1	250,000	\$250,000	
6-Lane, 25-Yard Pool	Sq. Ft.	3,453	250	\$863,250	
Outdoor Pool Mechanical Room	Sq. Ft.	2,636	188	\$494,277	
Shade Structures	Qty.	4	10,000	\$40,000	
Shade Pavillion	Qty.	1	20,000	\$20,000	
Outdoor Deck	Sq. Ft.	32,706	10	\$327,060	
Overhead Lighting	Sq. Ft.	51,706	5	\$258,531	
Fencing	Linear Ft.	1,000	88	\$87,500	
Unit	Sq. Ft.	Cost	Opinion of Cost	Opinion of Cost	
Efficiency	160		\$43,914	\$43,914	
Circulation and Walls (10%)	160	274	\$43,914		
Unit	Sq. Ft.	Cost	Opinion of Cost	Opinion of Cost	
Total Building Construction Costs	53,626	\$116	6,238,282	6,238,282	
Demolition Allowance			\$250,000	\$250,000	
Site Construction Costs (parking, landscaping, utilities, walks)			\$1,340,654	\$1,340,654	
Furniture, Fixtures, Equipment			\$322,000	\$322,000	
Subtotal			\$8,150,935	\$8,150,935	
Escalation Allowance (1 year)	5.0%		\$407,547	\$407,547	
Contingency (Design / Construction)	10.0%		\$855,848	\$855,848	
Design Fees, Surveys, Permitting	10.0%		\$941,433	\$941,433	
Opinion of Probable Cost			\$10,355,763	\$10,355,763	
Total Estimated Project Costs:		\$193	\$10,355,763	\$10,400,000	
Estimate Current as of:	2/4/2021				
Source: Counsilman-Hunsaker					

New Leisure / Competitive Aquatic Centers

- Move leisure facility to land near elementary school and library
- Move competitive facility to high school



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New Leisure Aquatic Center

Library Site

- Move leisure facility to land near elementary school and library
- Move competitive facility to high school

OPINION OF PROJECT COST: New Outdoor Leisure (Library Site)					
Description	Unit	Amount	Cost per Unit	Opinion of Cost	Opinion of Cost
Support Spaces		2,850	267	\$760,625	\$760,625
Concessions	Sq. Ft.	250	313	\$78,125	
Offices (Lifeguard + Admin)	Sq. Ft.	800	213	\$170,000	
Locker Rooms	Sq. Ft.	1,200	313	\$375,000	
M/W Restrooms	Sq. Ft.	200	313	\$62,500	
Storage	Sq. Ft.	400	188	\$75,000	
Outdoor Aquatic Center		39,293	74	\$2,908,395	\$2,908,395
Outdoor Leisure Pool	Sq. Ft.	5,158	250	\$1,289,500	
Children's Play Structure	Allowance	1	150,000	\$150,000	
Play Structure Mechanical	Allowance	1	50,000	\$50,000	
Spray Features	Allowance	1	50,000	\$50,000	
Waterslide Tower	Allowance	1	250,000	\$250,000	
Waterslide Mechanical	Allowance	1	50,000	\$50,000	
Spraypad	Sq. Ft.	1,214	125	\$151,750	
Features	Allowance	1	100,000	\$100,000	
Outdoor Pool Mechanical Room	Sq. Ft.	910	188	\$170,679	
Shade Structures	Qty.	4	10,000	\$40,000	
Shade Pavillion	Qty.	1	20,000	\$20,000	
Outdoor Deck	Sq. Ft.	32,000	10	\$320,000	
Overhead Lighting	Sq. Ft.	39,293	5	\$196,466	
Fencing	Linear Ft.	800	88	\$70,000	
Efficiency		285		\$78,222	\$78,222
Circulation and Walls (10%)		285	274	\$78,222	
Unit	Sq. Ft.	Cost		Opinion of Cost	Opinion of Cost
Total Building Construction Costs		42,713	\$88	3,747,242	3,747,242
Demolition Allowance				\$0	\$0
Site Construction Costs (parking, landscaping, utilities, walks)				\$1,067,832	\$1,067,832
Furniture, Fixtures, Equipment				\$257,000	\$257,000
Subtotal				\$5,072,074	\$5,072,074
Escalation Allowance (1 year)	3.5%			\$177,523	\$177,523
Contingency (Design / Construction)	10.0%			\$524,960	\$524,960
Design Fees, Surveys, Permitting	10.0%			\$577,456	\$577,456
Opinion of Probable Cost				\$6,352,012	\$6,352,012
Total Estimated Project Costs:			\$149	\$6,352,012	\$6,400,000
Estimate Current as of:	2/4/2021				
	Source: Counsilman-Hunsaker				

New Competitive Aquatic Center

High School Site

- Move leisure facility to land near elementary school and library
- Move competitive facility to high school

OPINION OF PROJECT COST: New 50-Meter + 6-Lane (High School Location)					
Description	Unit	Amount	Cost per Unit	Opinion of Cost	Opinion of Cost
Support Spaces		5,350	257	\$1,376,875	\$1,376,875
Front Desk	Sq. Ft.	150	213	\$31,875	
Concessions	Sq. Ft.	200	313	\$62,500	
Multi-Purpose Room	Sq. Ft.	1,000	213	\$212,500	
Offices (Lifeguard + Admin)	Sq. Ft.	800	213	\$170,000	
Locker Rooms	Sq. Ft.	2,000	313	\$625,000	
Family Changing Rooms	Sq. Ft.	400	313	\$125,000	
Storage	Sq. Ft.	800	188	\$150,000	
Outdoor Aquatic Center		51,706	113	\$5,854,368	\$5,854,368
Outdoor Lap Pool	Sq. Ft.	12,900	238	\$3,063,750	
1M Diving	Qty.	2	15,000	\$30,000	
3M Diving	Qty.	1	20,000	\$20,000	
Bulkhead	Qty.	2	200,000	\$400,000	
Deep Foundations	Allowance	1	250,000	\$250,000	
6-Lane, 25-Yard Pool	Sq. Ft.	3,453	250	\$863,250	
Outdoor Pool Mechanical Room	Sq. Ft.	2,636	188	\$494,277	
Shade Structures	Qty.	4	10,000	\$40,000	
Shade Pavillion	Qty.	1	20,000	\$20,000	
Outdoor Deck	Sq. Ft.	32,706	10	\$327,060	
Overhead Lighting	Sq. Ft.	51,706	5	\$258,531	
Fencing	Linear Ft.	1,000	88	\$87,500	
Unit	Sq. Ft.		Cost	Opinion of Cost	Opinion of Cost
Efficiency		535		\$146,838	\$146,838
Circulation and Walls (10%)		535	274	\$146,838	
Unit	Sq. Ft.		Cost	Opinion of Cost	Opinion of Cost
Total Building Construction Costs		58,126	\$127	7,378,081	7,378,081
Demolition Allowance				\$0	\$0
Site Construction Costs (parking, landscaping, utilities, walks)				\$1,453,154	\$1,453,154
Furniture, Fixtures, Equipment				\$349,000	\$349,000
Subtotal				\$9,180,234	\$9,180,234
Escalation Allowance (1 year)	5.0%			\$459,012	\$459,012
Contingency (Design / Construction)	10.0%			\$963,925	\$963,925
Design Fees, Surveys, Permitting	10.0%			\$1,060,317	\$1,060,317
Opinion of Probable Cost				\$11,663,488	\$11,663,488
Total Estimated Project Costs:				\$201	\$11,700,000
Estimate Current as of: 2/4/2021					
Source: Counsilman-Hunsaker					

Options Summary

Pool Options	Existing Competitive Pool Renovation + New Spraypad	Existing 50-Meter Renovation + New 6-Lane, 25-Yard	Existing 50-Meter Renovation + New Leisure	New Leisure Facility (New Site)	New Aquatic Complex (Existing Site)	New Aquatic Complex (High School Site)
Project Cost	\$3.7M	\$5.4M	\$7.6M	\$6.4M	\$10.4M	\$11.7M
Existing Location	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Separate Water Temperatures		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Leisure Amenities	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Increased Programming Capacity		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Additional Square Footage of Water		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Market Overview

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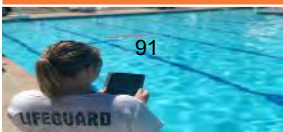
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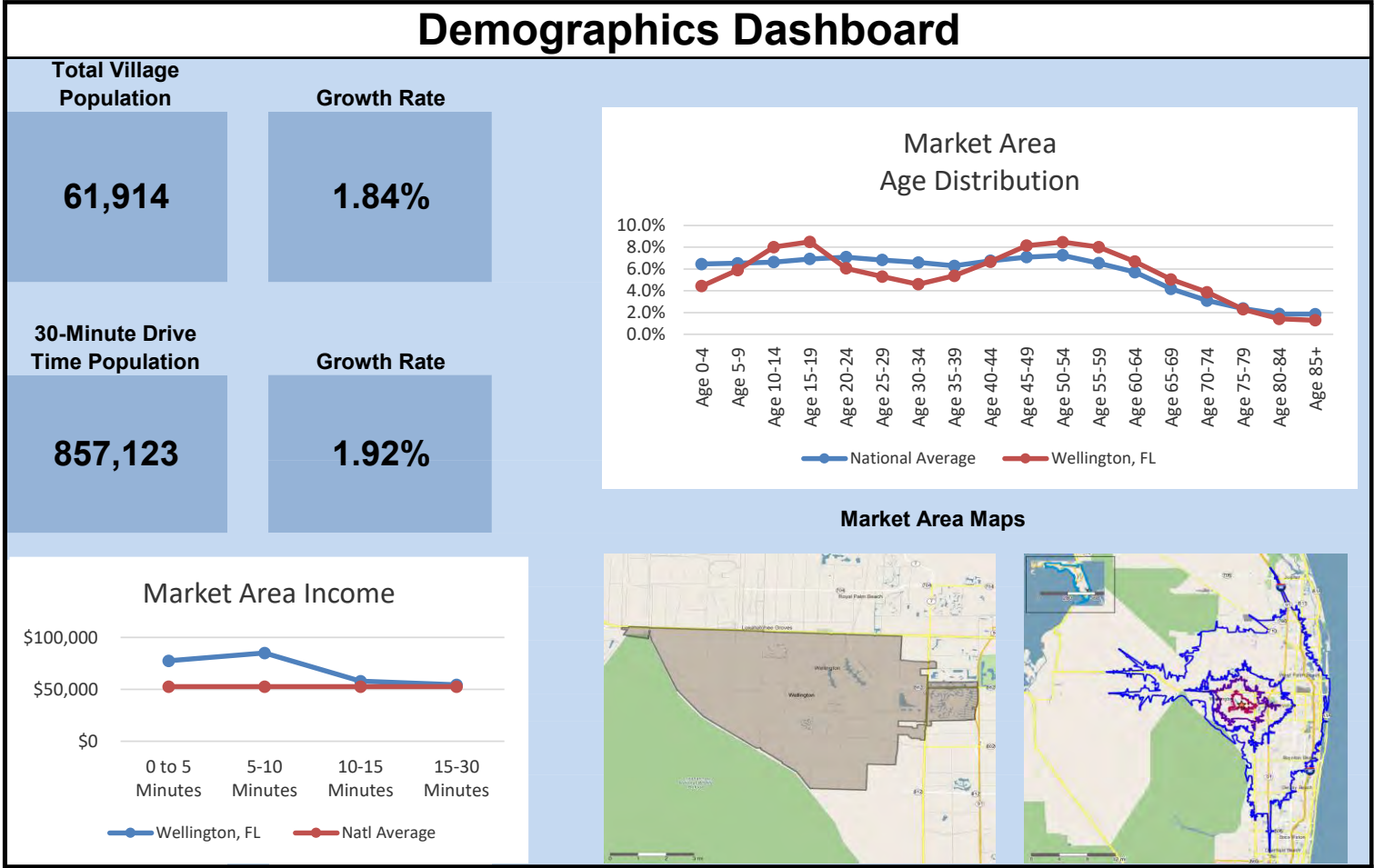
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Market Overview

Factors that can influence attendance include projections for growth/decline of population, income levels, and age groups. Market studies are used to predict how relevant products, services, and fees are to residents. Originating from the Aquatics Complex, the primary area is assumed as a 5-to-30-minute drive-time. A study of demographic patterns in the area is helpful in projecting usage rates. The resident market area has been divided into a distance radius of 5, 10, 15, and 30-minute drive times.

- The Village of Wellington has a current population of 61,914.
- Age distribution is another population characteristic used to determine the type and level of use of any type of program. The Wellington area currently has a below average number of young families and a higher-than-average number of people within the ages of 45 to 74.
- To a certain degree, the likelihood of residents to engage in aquatics depends on their ability to pay for admission and program fees. Income ranges from 103% to 169% of the median household national average of \$52,599.



Market Overview



Wellington Aquatics Complex,
Wellington, FL



Coral Springs Aquatic Center, Coral
Springs, FL
48 minutes, 40.6 miles from site



John Denson Pool, Boynton Beach, FL
33 minutes, 20.3 miles from site



British Swim School, Boca Raton, FL
41 minutes, 29.9 miles from site



Small Fish Big Fish Swim School, West
Palm Beach, FL
16 minutes, 7.6 miles from site



Warren Hawkins Aquatic Center at
Gaines Park, West Palm Beach, FL
29 minutes, 16.8 miles from site



Aqua Crest Pool, Delray Beach, FL
35 minutes, 22.7 miles from site



Lake Lytal Family Aquatic Center, West
Palm Beach, FL
21 minutes, 11.9 miles from site

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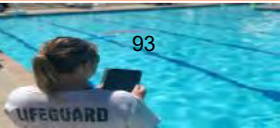
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Market Overview



North Palm Beach Swimming Pool,
North Palm Beach, FL
41 minutes, 23.8 miles from site



North County Aquatic Complex,
Jupiter, FL
41 minutes, 30.2 miles from site



YMCA of the Palm Beaches Edwin W.
Brown Branch, Palm Springs, FL
21 minutes, 9.9 miles from site



Swim Academy of Palm Beach County,
Lake Worth, FL
25 minutes, 12.2 miles from site



Boca Raton Swim Center, Boca Raton,
FL
37 minutes, 27.3 miles from site



Mandel JCC of Boynton Beach, Boynton
Beach, FL
26 minutes, 13.1 miles from site



Mandel JCC of Palm Beach
Gardens, Palm Beach Gardens, FL
34 minutes, 23 miles from site



DeVos-Blum Family YCMA of Boynton Beach,
Boynton Beach, FL
29 minutes, 16.3 miles from site

Market Overview



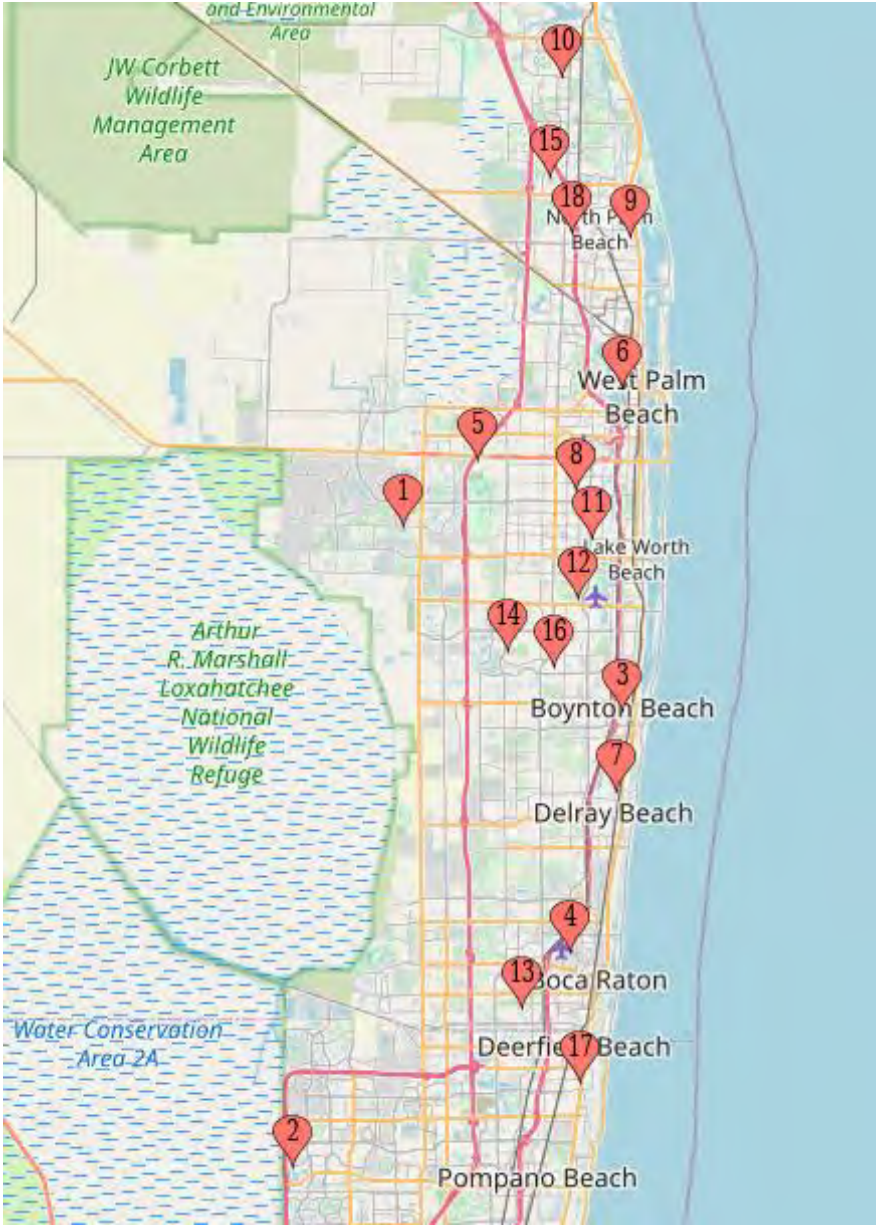
Deerfield Beach Aquatic Center,
Deerfield Beach, FL
47 minutes, 32.8 miles from site



The City of Palm Beach Gardens
Aquatic Complex, Palm Beach
Gardens, FL
33 minutes, 22 miles from site

Market Overview

Number	Facility
1	Wellington Aquatics Complex
2	Coral Springs Aquatics Complex
3	John Denson Pool
4	British Swim School Boca Raton
5	Small Fish Big Fish Swim School
6	Warren Hawkins Aquatic Center
7	Aqua Crest Pool
8	Lake Lytal Family Aquatic Center
9	North Palm Beach Swimming Pool
10	North County Aquatic Complex
11	YMCA of the Palm Beaches, Edwin W. Brown Branch
12	Swim Academy of Palm Beach
13	Boca Raton Swim Center
14	Mandel JCC of Boynton Beach
15	Mandel JCC of Palm Beach Gardens
16	DeVos-Blum Family YMCA of Boynton Beach
17	Deerfield Beach Aquatic Center
18	The City of Palm Beach Gardens Aquatics Complex



Operations Analysis

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Operational Analysis Overview

Counsillman-Hunsaker developed several options for consideration that incorporated various types of pools and features to meet the aquatic needs of Village residents and attract users from the surrounding region. All of the options contain a similar amenity mix as the existing Wellington Aquatics Center with competitive, fitness and recreational water.

An Opinion of Probable Construction Cost for the pool(s) and building has been developed. A budget for site construction costs and furniture fixtures and equipment (FF&E) has also been calculated and included in the estimates. Recent project bid figures of similar projects have been used as well as national estimating guides and local cost adjustment factors.

The hard construction cost figures have been supplemented by a development cost factor of 10%, which includes such "soft" costs as professional fees, survey, geotechnical report, document reproduction, advertisement for bids and all anticipated expenses related to the administration of the project. A 10% contingency allowance and 5% inflation allowance have also been included in the estimates. The sum of these two cost figures calculate the total project cost. The cost estimates on the following slides are current as of March 2021.

The revenue analysis for the aquatic center includes special user group usage and facility per capita spending trends, developing an opinion of revenue for the first five years of operation. Programming revenue is based on user groups and local programming fees. The fee structure is based on fees from members and other users to project a per capita income. Revenue is estimated, taking recommended fee schedules into account and current market rates and utilization figures.

The expense analysis includes a detailed budget model for a continued year-round operation estimating probable expenses for major areas of labor, contractual services, commodities, and utilities. User projections are made based on programming. Expenses are estimated taking into account hours of operation, attendance projections, local weather patterns, local utility rates, and other key items. The study used \$0.09 per KWH, \$4.00 per 1,000 gallons of water, \$1.00 per therm (use of existing geothermal for current site options) and \$2.19 per pound of chlorine to generate projected expenses for the swimming pool.

Any facility and program schedule will require flexibility to adapt to specific needs of the community, including both daily and season pass users, as well as those signing up for programs. Expenses for these programs are calculated based on a percentage of the total revenue. It is the responsibility of the facility supervisor to monitor user group demands and adjust schedules accordingly. Revenue projections are based on marketing programming that would include Season / Annual Passes, Daily Admissions, Birthday Parties, Lifeguard Courses and Food and Beverage.

Existing Expense Budget

Personnel: \$676,448

Operating: \$131,209

Department / Division / GL Account	Orig Budget	Xnsf In	Xnsf Out	Rev Budget
PARKS AND RECREATION	\$771,473	\$0	\$0	\$771,473
10050220 - AQUATICS	\$807,657	\$0	\$0	\$807,657
SALARIES & BENEFITS	\$676,448	\$0	\$0	\$676,448
512001 - REGULAR WAGES	\$207,230	\$0	\$0	\$207,230
513002 - OTHER WAGES	\$1,300	\$0	\$0	\$1,300
513007 - LONGEVITY BONUS	\$2,300	\$0	\$0	\$2,300
513011 - PART TIME WAGES	\$329,270	\$0	\$0	\$329,270
514001 - OVERTIME	\$8,500	\$0	\$0	\$8,500
521001 - FICA	\$34,667	\$0	\$0	\$34,667
522001 - RETIREMENT CONTRIBUTIONS	\$20,841	\$0	\$0	\$20,841
523001 - HEALTH	\$54,419	\$0	\$0	\$54,419
523002 - DENTAL	\$1,899	\$0	\$0	\$1,899
523003 - LIFE	\$702	\$0	\$0	\$702
523004 - SHORT TERM DISABILITY	\$1,254	\$0	\$0	\$1,254
523005 - LONG TERM DISABILITY	\$709	\$0	\$0	\$709
523006 - VISION	\$180	\$0	\$0	\$180
523007 - HRA ALLOCATION	\$13,177	\$0	\$0	\$13,177
OPERATING	\$131,209	\$0	\$0	\$131,209
534001 - OTHER CONTRACTED SERVICES	\$2,500	\$0	\$0	\$2,500
534008 - RECREATION PROGRAM CONTRACTS	\$68,025	\$0	\$0	\$68,025
540001 - TRAVEL & PER DIEM	\$500	\$0	\$0	\$500
551001 - OFFICE SUPPLIES	\$1,000	\$0	\$0	\$1,000
552001 - OPERATING SUPPLIES	\$10,000	\$0	\$0	\$10,000
552003 - SAFETY SUPPLIES	\$5,000	\$0	\$0	\$5,000
552050 - RECREATION PROGRAM SUPPLIES	\$2,500	\$0	\$0	\$2,500
554002 - MEMBERSHIPS	\$3,000	\$0	\$0	\$3,000
CHEMICALS	\$36,184			\$36,184
555001 - TRAINING & REGISTRATION	\$2,500	\$0	\$0	\$2,500
Total	\$807,657	\$0	\$0	\$807,657

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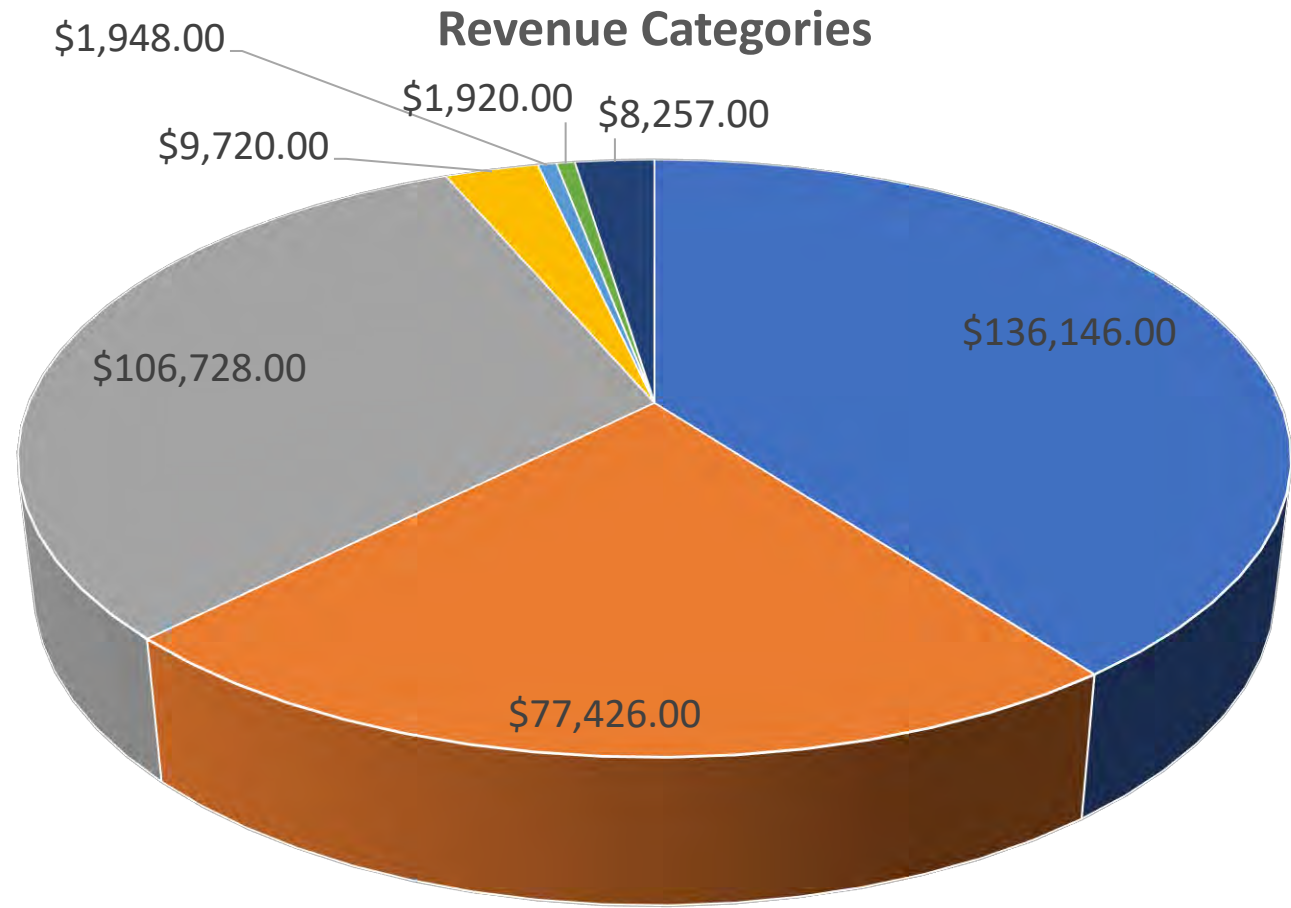
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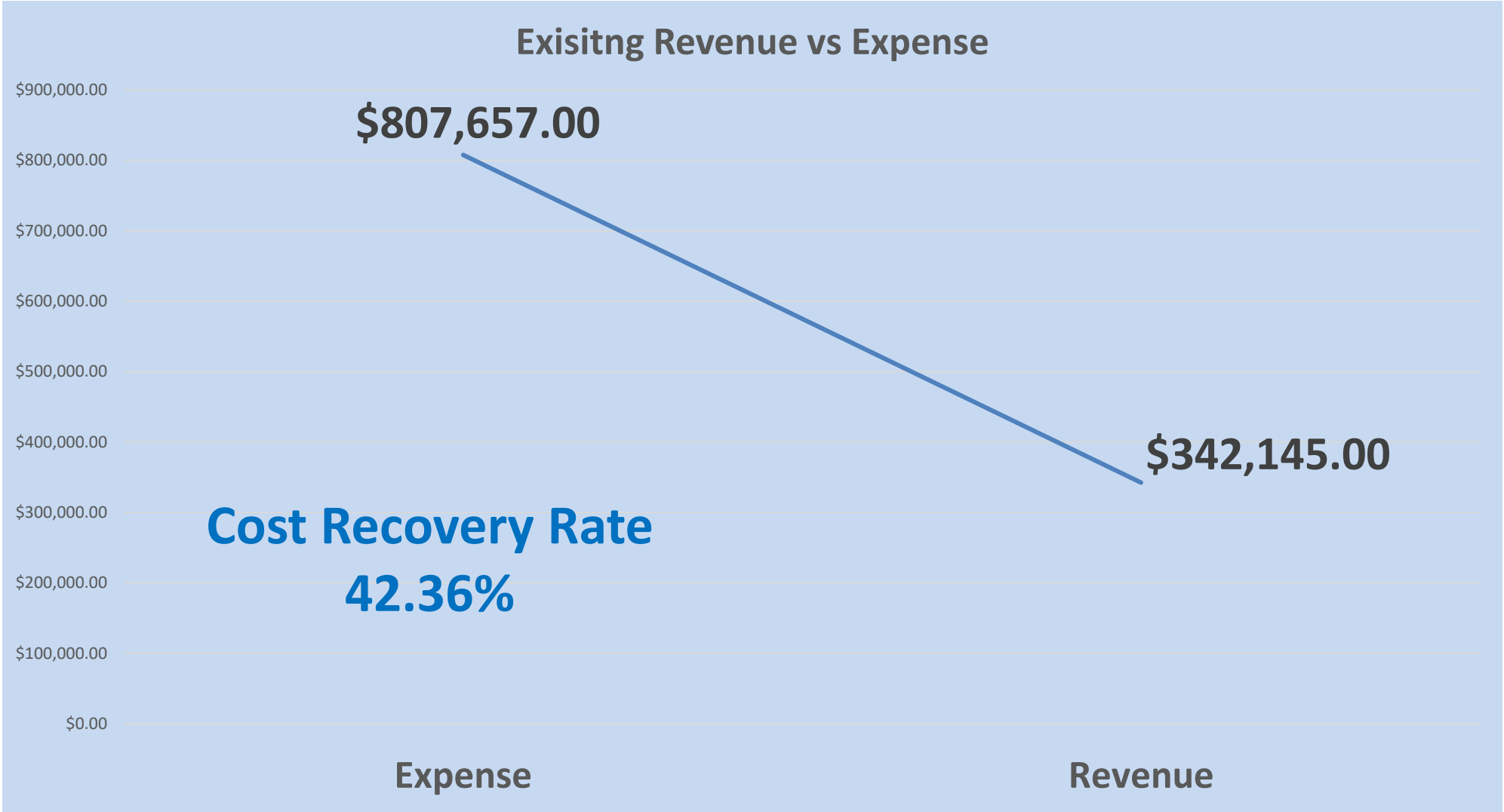
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Existing Revenue Budget



- Swim Team
- Admissions
- Swim Lessons
- Aerobics
- Rentals
- Events
- Lifeguard

Existing Revenue vs Expenses



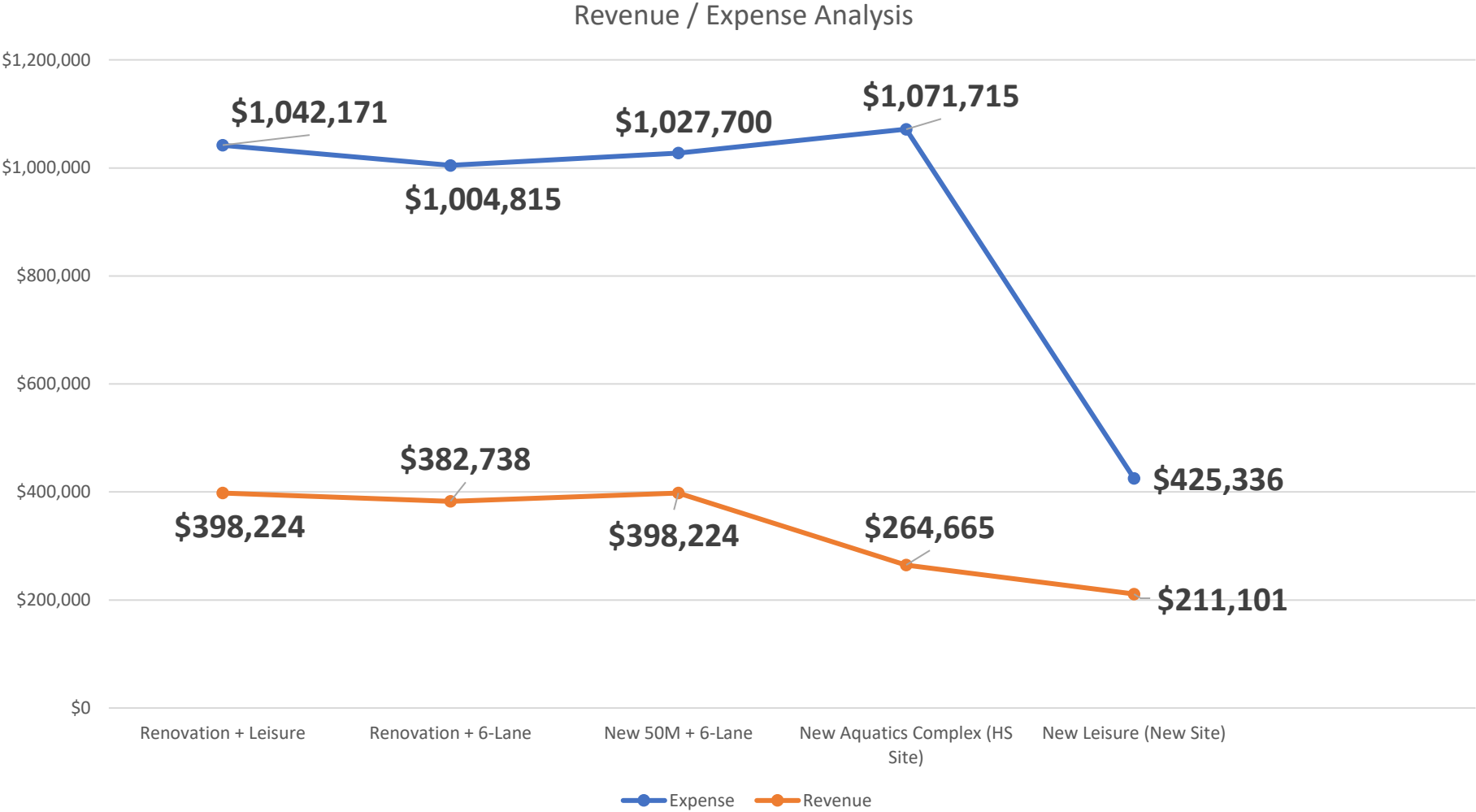
Projected Expense Budget

This chart reflects a summary of all operating expenses, assumptions, and estimates detailed by the expense category.

- Personnel – Management, lifeguards, admissions
- Repair and Maintenance – Pumps, motors, lights, equipment repairs
- Operating Supplies – Office supplies, team/facility equipment
- Chemicals – Chlorine/pH buffer
- HVAC – heat and cool support buildings
- Electricity – Pumps/motors for pool + lighting
- Water/Sewer – Pool water replacement + toilets/showers

Direct Facility Expense Budget					
	Renovation + Leisure	Renovation + 6-Lane	New 50M + 6-Lane	New Aquatics Complex (HS Site)	New Leisure (New Site)
Facility Staff					
Full Time Employment	\$207,230	\$207,230	\$207,230	\$207,230	Not Included
Full Time Benefits	\$138,648	\$138,648	\$138,648	\$138,648	Not Included
Lifeguard Personel	\$345,056	\$345,056	\$345,056	\$345,056	\$204,040
Front Desk Personnel	\$42,048	\$42,048	\$42,048	\$42,048	\$42,048
Personnel Equipment Cost	\$4,296	\$4,296	\$4,296	\$4,296	\$1,162
Training	\$16,000	\$16,000	\$16,000	\$16,000	\$8,000
Total Labor	\$753,278	\$753,278	\$753,278	\$753,278	\$255,250
Direct Facility Expenses					
Insurance	Not Included	Not Included	Not Included	Not Included	Not Included
Repair and Maintenance	\$18,800	\$13,500	\$25,900	\$29,200	\$15,900
Credit Card Fees	\$3,982	\$3,827	\$3,982	\$3,410	\$3,418
Operating Supplies	\$11,280	\$8,100	\$15,540	\$17,520	\$9,540
Chemicals	\$50,179	\$40,005	\$44,002	\$44,002	\$15,101
Direct Expenses	\$84,241	\$65,432	\$89,424	\$94,132	\$43,959
Utilities					
HVAC	\$8,298	\$8,298	\$2,612	\$11,591	\$5,503
Electricity	\$69,477	\$52,272	\$54,687	\$61,831	\$34,920
Pool Heating	\$37,151	\$36,609	\$37,542	\$75,083	\$12,082
Water & Sewer	\$8,690	\$8,044	\$9,121	\$9,121	\$1,618
Total Utilities	\$123,615	\$105,223	\$103,962	\$157,626	\$54,124
Programs					
Program Supplies	\$3,982	\$3,827	\$3,982	\$2,726	\$2,240
LG Class Materials	\$2,148	\$2,148	\$2,148	\$2,148	\$2,148
Part-Time Program Staff	\$74,907	\$74,907	\$74,907	\$61,805	\$67,617
Total Programs	\$81,037	\$80,882	\$81,037	\$66,679	\$72,004
Total Operating Expenses	\$1,042,171	\$1,004,815	\$1,027,700	\$1,071,715	\$425,336
Capital Replacement Fund	\$37,600	\$27,000	\$51,800	\$58,400	\$31,800
Total Expense	\$1,079,771	\$1,031,815	\$1,079,500	\$1,130,115	\$457,136

Revenue / Expense Analysis



Summary Observations

- The current 50-meter pool can undergo a mechanical system renovation to provide an additional 15-20 years of functionality (barring any future, critical structural issues).
- The slide catch pool and children's pool can continue operating until they are no longer functioning, or they may need to be demolished depending on if the new lap pool or leisure pool is constructed in their existing location.
- The spraypad has reached the end of its useful life and can be replaced with a new spraypad or the 6-lane lap pool or leisure pool can be constructed in that general area. This may necessitate the demolition of the slide catch pool and/or children's pool.
- The functionality of the 6-lane pool compared to the leisure pool comes down to programming and the types of aquatic activities the Village wants to offer. While both of these pools can offer a separate, warm-water program pool that would be ideal for lessons and fitness, the 6-lane lap pool provides a more traditional pool for recreational swim while the leisure pool offers a children's area, water slides and open water area that would increase overall attendance and revenue.
- The 6-lane, 25-yard lap pool, however, provides the added lane capacity to expand the competitive swim team and would allow the Aquatics Complex to be an ideal location to host long-course meets during the summer since it would provide a warm-up/cool-down area.
- The capital costs for these options range from \$3.7M to \$11.7M and offer different levels of aquatic amenities and functionality depending on how the Village envisions its future aquatic offerings in terms of competition, instruction, fitness and recreation.

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Summary Observations

- A new competitive aquatics complex at the high school location will also necessitate the leisure pool being constructed at the library location if the Village wants to continue to offer recreational aquatic experiences. The leisure pool would be an ideal location for the summer camp program, as the existing pool does not offer a large enough shallow water area.
- The two-facility scenario allows the Village to offer two distinct aquatic facilities (competition and leisure) with the competition facility meeting the needs of competitive swimmers and fitness users, while the leisure facility offers the majority of children's swim lessons and recreational swimming. This scenario will generate more revenue but will come with a similar overall cost recovery rate and larger annual subsidy since operating two facilities is less efficient than one facility.
- The options with the leisure pool will see a larger attendance and revenue increase over the 6-lane lap pool since the recreational amenities have a broader appeal to Village residents and surrounding communities.
- Counsilman-Hunsaker projects that the program revenue will be similar for all of the locations that have either the 6-lane lap pool, or the leisure pool. Both provide the necessary shallow, warm water that is ideal for swim lessons and water fitness classes.

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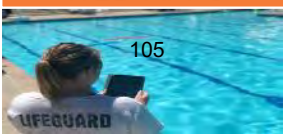
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General Limiting Conditions

This study is based on information that was current as of March 2021. Every reasonable effort has been made in order that the data reflects the most timely and current information possible and is believed to be reliable. This study is based on estimates, assumptions, and other information developed by the consultant from independent research.

No warranty or representation is made by the consultant that any of the projected values or results contained in this study will actually be achieved. No responsibility is assumed for inaccuracies in reporting by the client, its agents, and representatives or any other data source used in preparing or presenting this study.

This entire report is qualified and should be considered in light of the above conditions and limitations.