Proposal to

Palos Heights Public Library 12501 South 71st Avenue Palos Heights, Illinois 60463

Water Leakage Evaluation Palos Heights Public Library



BTC Proposal No. 25-P526 March 14, 2025



Building Technology Consultants, Inc.



March 14, 2025

Via E-Mail: jblazek@phlibrary.org

Mr. Jesse Blazek Palos Heights Public Library 12501 South 71st Avenue Palos Heights, Illinois 60463

Re: <u>Proposal for Water Leakage Evaluation</u> <u>Palos Heights Public Library</u> <u>BTC Proposal No. 25-P526</u>

Dear Mr. Blazek:

As requested, Building Technology Consultants, Inc. (BTC) is pleased to submit this proposal for a preliminary water leakage evaluation at Palos Heights Library.

1 BACKGROUND INFORMATION

The Palo Heights Public Library is a 2-story library facility constructed in 2004. The facade primarily consists of brick masonry cladding with metal panel cladding along the top 1/3 of the 2nd floor. There are 3 bay windows that project out along the north elevation of the building, which are clad solely with metal panels around the windows.

It is our understanding that leaks have been reported at the bay windows on the 1st floor. As such, we have been requested to submit this proposal to perform a leak evaluation for the Library.

2 SCOPE OF WORK

Our scope of work will be as follows:



Mr. Jesse Blazek BTC Proposal No. 25-P526 March 14, 2025 Page 2 of 8

2.1 Background Review

- 1. Review original design drawings and other available documents such as specifications and previous reports to become familiar with the construction of the exterior wall components.
- 2. Interview representatives from the Library to obtain information regarding prior leaks and issues, and to obtain information about remedial work attempts.

2.2 Field Investigation

- 1. Perform a visual review of the exterior wall construction at the bay windows from the exterior and interior to document existing conditions.
- 2. Perform one or more of the following tests at various elevations on 1 or 2 bays. A manlift or pipe scaffolding will be required to access the upper areas of the bays. The tests will be performed in a systematic sequence to isolate certain components of the windows and metal panel cladding so that the source(s) of water leakage can be isolated.
 - a. Calibrated spray nozzle testing in general accordance with AAMA 501.2; and/or
 - b. Spray rack testing in general accordance with ASTM E1105 (if deemed necessary, differential pressure will be imparted using a blower door and will not comply with design differential pressures).
- 3. With assistance from a contractor retained and paid for by the Library, remove some of the existing metal panel cladding components at one bay window location.

2.3 Analysis and Report

- 1. Analyze field observations to evaluate overall condition of the exterior wall construction at the bay windows and the need for repairs.
- 2. Based on the findings of our analysis, develop conceptual repair alternatives.
- 3. Prepare a written report outlining our findings, conclusions, and recommendations.



Mr. Jesse Blazek BTC Proposal No. 25-P526 March 14, 2025 Page 3 of 8

3 PROJECT DELIVERABLES

The following is a list of project deliverables for each phase:

Background Review: No project deliverables are anticipated for this task.

Field Investigation: No project deliverables are anticipated for this task.

Analysis and Report: A written report indicating the following:

- Background information
- Findings
- Conceptual repair recommendations, including options for repair approaches, and a list of advantages and disadvantages of each repair approach
- Representative photographs indicating observations

4 PROJECT SCHEDULE

BTC is committed to completing this project in a timely fashion. The following is an approximate timeline for completion of each phase of our services:

Background Review: Within 2 weeks after receipt of an authorization to proceed and background documents

Field Investigation: Within 2 weeks after Completion of Background Review

Analysis and Report: Within 3 weeks after completion of Field Investigation

Please note the following regarding our anticipated project schedule:

- 1. We have assumed that background documents will be sent to us in a timely manner.
- 2. Our schedule is highly dependent upon favorable weather conditions during our field investigation.
- 3. Our schedule is based on our current workload and commitments to other projects. If a significant amount of time elapses between the issuance of this proposal and



Mr. Jesse Blazek BTC Proposal No. 25-P526 March 14, 2025 Page 4 of 8

receipt of an authorization to proceed, our project commitments may change. If so, we will notify you and propose an alternate project schedule.

5 BTC AND PROJECT TEAM QUALIFICATIONS

BTC is a professional consulting firm specializing in expert evaluation of building problems, and development and implementation of cost effective and innovative solutions. We assist clients to resolve distress, failure, and performance problems of building enclosure components, structural systems, and architectural elements.

From water leakage to catastrophic collapse, our in-depth and highly specialized experience gives us a unique perspective of the complex, inter-related factors that impact building problems and repairs. Using this broad knowledge, we develop long-term innovative solutions to address our clients' needs.

BTC utilizes sophisticated building enclosure diagnostic capabilities such as infrared thermography, electronic leak detection, several water and air leakage testing techniques, hygrothermal analysis, and 3-dimensional thermal analysis to investigate performance deficiencies in building facades, waterproofing systems, and roofs.

We also leverage our experience with building system failures to advise our clients on preventing similar failures in new buildings. We do this by providing peer review services during design of complex building enclosure systems, and through building enclosure commissioning.

BTC employs highly specialized individuals who are leaders in the building enclosure industry. Our architects and engineers, as well as technical support staff receive continuous training and mentoring. We encourage our employees to participate actively in industry organizations, to contribute to such organizations, and to advance their expertise through continuing education. Through our support of such industry organizations, our technical staff's expertise rises above our clients' expectations.

Since its inception in 2001, BTC has successfully completed over 1,700 consulting projects for numerous building types, including high-rise buildings, shopping malls, educational facilities, hotels, multi-family residential buildings, healthcare facilities, parking garages, athletic arenas, religious facilities, historic buildings, industrial and manufacturing facilities, special use structures including indoor swimming pools and hardened facilities, and libraries.

For more information regarding BTC, please visit our website at <u>www.btc.expert</u>.



Mr. Jesse Blazek BTC Proposal No. 25-P526 March 14, 2025 Page 5 of 8

5.1 Project Team

Our project team will include individuals with unique expertise and experience in evaluation of water leakage through building enclosures.

5.1.1 Project Principal – Christopher Kottra

Christopher Kottra will serve as the Project Principal. Mr. Kottra has over 20 years of experience with evaluation, repair, structural design, and analysis of a variety of structures. Evaluation projects include parking garages, City of Chicago critical facade examinations, and miscellaneous building enclosure or structural deficiencies. He is a licensed Professional Engineer in the State of Illinois (PE), a Registered Exterior Wall Consultant (REWC), and a Certified Construction Contract Administrator (CCCA).

Mr. Kottra is currently a member of the International Concrete Repair Institute (ICRI), Sealant Waterproofing and Restoration Institute (SWR Institute), Building Enclosure Council (BEC), and Association of Professional Reserve Analysts (APRA). He is a past president of the Chicago Chapter of ICRI and is currently the Chair of ICRI Committee 410 – Masonry. Mr. Kottra is also currently an Associate Member on the SWR Institute Board of Directors. He has attended seminars and classes on how to address building enclosure deficiencies as well as structural design, evaluation, and repair. Mr. Kottra has also given presentations for SWR Institute, ICRI, BEC, IIBEC, CAI, and ACTHA. These presentations focused on various aspects of property maintenance such as the value of reserve studies, exterior wall maintenance, fundamentals of traffic bearing membranes, and case studies on parking garage and facade repair projects. Mr. Kottra has also authored or co-authored several technical articles that have been published in industry organization publications.

Mr. Kottra has been involved with a variety of projects at public libraries including those in Skokie, Northbrook, Batavia, Glen Ellyn, and Itasca. Mr. Kottra has been responsible for a condition evaluation of various building enclosure components and, in some cases, performing a capital asset study to assist these libraries in planning for future capital expenses.

5.1.2 Other BTC Staff Members

Other BTC staff members may be used during this project for administrative and technical support tasks suitable to their level of experience and expertise.



Mr. Jesse Blazek BTC Proposal No. 25-P526 March 14, 2025 Page 6 of 8

6 FEES

We will perform the services indicated in this proposal for the following fees:

Background Review	\$1,500	Lump Sum
Field Investigation	\$7,000	Lump Sum
Analysis and Report	\$6,000	Lump Sum
Reimbursable Expenses (reproduction, travel, equipment)	\$400	Estimated

7 CLARIFICATIONS

Please note the following regarding our scope of work and fees:

- 1. It is assumed that all documents for our review will be forwarded to us prior to our field investigation.
- 2. It is anticipated that our field investigation will be performed within 1 to 2 consecutive days. During that time, unhampered access to various areas of the building will be required to perform our work.
- 3. Our proposed testing may involve the construction of an interior chamber to replicate wind-driven rain conditions. Such construction may result in damage to interior finishes.
- 4. During our tests, portions of the interior finishes may become water saturated. BTC will assume no responsibility for damage resulting from water leakage during our testing.
- 5. Please note that our water testing may require removal of interior finishes at a few areas. This proposal does not include the costs associated with such removal and subsequent restoration of interior finishes. It is assumed that the Library will retain an interior finish contractor to work under our direction to remove and restore the interior finishes at test locations.



Mr. Jesse Blazek BTC Proposal No. 25-P526 March 14, 2025 Page 7 of 8

- 6. Our scope of work will not include any assessment of mold or mold remediation recommendations. If we suspect the presence of mold, we will recommend you retain an industrial hygienist to confirm the presence of mold, and prepare mold remediation procedures, if necessary.
- 7. It is assumed that water and electricity will be provided to us during our field investigation.
- 8. We anticipate that the Library will retain a contractor to assist us during our field investigation. The scope of work for such contractor should include providing access equipment and operators to assist with our field investigation, and removal and reinstallation of select metal cladding panels.
- 9. The scope of work included in this proposal is not extensive in nature and is only intended to evaluate general quality of construction and deficiencies that can be detected through a visual review, and through a limited number of exploratory openings and tests. Since our work does not include extensive testing and exploratory openings, we cannot guarantee that concealed deficiencies will be uncovered through our investigation.
- 10. If requested, additional services will be performed in accordance with the attached rates.
- 11. Our fees are based on the attached Standard Terms and Conditions. If changes to these Standard Terms and Conditions are required, they may result in additional fees.

8 CONTRACTUAL REQUIREMENTS

Our work will be performed in accordance with the attached standard terms and conditions. Please indicate your acceptance of this proposal, and the attached terms and conditions by signing one copy and returning it to us. A signed copy of this proposal or another mutually agreeable contract will be required before we can proceed with our work.



Mr. Jesse Blazek BTC Proposal No. 25-P526 March 14, 2025 Page 8 of 8

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, or if we can be of further assistance, please do not hesitate to call.

Sincerely,

Building Technology Consultants, Inc.

At R. Kott

Christopher R. Kottra, PE, REWC, CCCA Principal

ACCEPTED:

I hereby accept the scope of work and fees indicated in this proposal, and the attached standard terms and conditions.

Name:

Company:

Signature:

Date:

Attachment: BTC Standard Terms and Conditions, 1-25

Copy to: Mr. Dan Eallonardo (Independent Construction Services, Inc.)

STANDARD TERMS AND CONDITIONS

AGREEMENT: BTC shall only perform services in accordance with an Agreement made with Client. The Agreement consists of BTC's Proposal and these Standard Terms and Conditions.

SCOPE OF WORK: The scope of work, costs and time schedules, if any, defined in the Proposal are based on information provided by Client and shall be subject to the provisions of this Agreement. If this information is incomplete or inaccurate, or if Client directs change to the scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs and time schedules shall be executed by Client and BTC as soon as practicable. Client is defined as the person or entity requesting and/or authorizing the work, and in so doing, Client represents and warrants that he/she is duly authorized in this role. The acceptance of BTC's Proposal signifies the acceptance of the terms of this Agreement.

PROPOSALS: Proposals expire 120 days after submission to a client unless a different expiration limit is included in the proposal. BTC may withdraw or modify a proposal at any time prior to acceptance by the client.

STANDARD OF CARE: BTC will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions at the same time. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS MADE OR INTENDED.

SAFETY: It is understood and agreed that, with respect to Project site health and safety, BTC is responsible solely for the safe conduct of its personnel in the performance of their duties. It is expressly agreed that BTC has no responsibility for the protection and safety of any other persons or personal property on and about the Project site. Unless indicated otherwise in the Proposal, Client shall provide, at its expense, all facilities and labor necessary to afford BTC personnel safe access for visual review, sampling, or testing locations in conformance with federal, state and local laws, ordinances and regulations. Unless access equipment is provided by BTC, it is understood and agreed that BTC shall not be in charge of, and shall have no control or responsibility over, any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports or other similar devices as defined and interpreted under any law, ordinance or regulation relating in any way to Project safety.

HAZARDOUS SUBSTANCES: If BTC is to provide services in the general vicinity of a facility or other area where any substance which poses or may pose a present or potential hazard to human health may exist, Client shall immediately notify BTC of such potential health hazard which it knows or reasonably suspects exists and thereafter BTC is authorized by Client to take all reasonable measures, including suspension of services and termination of the Agreement, BTC deems necessary to protect its personnel against such possible health hazards. Client shall bear the direct costs of such measures. In the event samples collected or received by BTC on behalf of Client contain any substance which poses or may pose a present or potential hazard to human health or the environment, BTC will, at the completion of testing and at Client's sole expense and responsibility, return such samples to Client or, upon written request from Client, release such samples to a carrier for transport to a location selected by Client for final disposal.

DELAYS: BTC shall not be considered in default under this Agreement if its performance is prevented or delayed by any cause that is beyond its reasonable control. Further, Client understands and agrees to pay all reasonable charges associated with any delays, cancellations, rescheduling or other activities that may alter time schedules and anticipated costs and that are beyond the reasonable control of BTC.

OWNERSHIP OF DOCUMENTS: BTC retains ownership of letters, reports, drawings, specifications, test data and notes. These documents or parts thereof may not be reproduced in advertisements, brochures, or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the written permission of BTC. Conclusions by BTC based on test results are limited

to the specific conditions for which the tests were performed. BTC will retain the above records relating to the services performed for a period of ninety (90) days following completion of BTC's services. After this period, they may be destroyed unless other arrangements are requested in writing prior to the expiration of said ninety (90) day period, and paid for by Client. The ownership of any reports, project specifications, drawings, and letters produced by BTC does not pass to the Client until full payment of BTC's invoices related to its services is received by BTC. In the event that BTC does not receive full payment for its services, BTC can prohibit the Client from the use of its work product for any purpose.

SAMPLE RETENTION: BTC reserves the right to discard samples immediately after examination or testing. Upon written request and at Client's sole expense, samples will be stored or transferred.

SUBPOENAS OR COURT ORDERS: If any subpoena or court order is served upon BTC and/or any of its staff, subconsultants or subcontractors requiring the presentation of documents or appearance at a deposition or trial, or for other discovery purposes, arising out of services provided under this Agreement, Client shall pay the charges applicable to BTC's compliance with the subpoena or court order. Charges will accrue on an actual time and related expense basis in accordance with the standard rates in effect at the time of service upon BTC receipt of the subpoena or court order. Invoices will include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial.

MARKETING: Client hereby grants BTC the right to use the name and service marks of Client in its marketing materials or other oral, electronic, or written promotions, which shall include naming Client as a client of BTC and a brief scope of services provided. In addition, unless otherwise notified in writing, Client hereby grants BTC the right to publish technical information about the project. Either party may elect to issue a press release related to this Agreement. In doing so, any release shall not be approved by the other party and such approval shall not be unreasonably withheld.

OPINIONS OF COST: BTC's opinions of probable costs, if any, provided as part of the services under this Agreement, are made on the basis of BTC's knowledge, experience and qualifications, and represent BTC's judgment as an experienced and qualified Professional Engineer familiar with the construction industry. BTC cannot and does not guarantee that proposals, bids or actual costs will not vary from the opinions of probable costs provided by BTC.

LIMITATION OF LIABILITY: THE LIABILITY OF BTC FOR ANY REASON WHATSOEVER ARISING UNDER OR RELATING TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE \$25,000 OR THE AMOUNT OF THE FEE ACTUALLY RECEIVED BY BTC, WHICHEVER IS GREATER. IN ADDITION, IN NO EVENT WILL BTC BE LIABLE FOR ANY CLAIM OR DEMAND BY CLIENT, OR AGAINST CLIENT BY ANY THIRD PARTY, IN OR FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS, DELAY DAMAGES OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

INDEMNIFICATION: If any claim, suit or legal action arising out of the services under this Agreement is asserted against BTC by a person or entity who is not a party to this Agreement, Client agrees to indemnify, hold harmless, protect and defend BTC from and against any such claim, suit or legal action, and any and all loss, liability, damage, costs and expenses associated therewith, except to the extent that the event and/or damages giving rise to such claim, suit or legal action is found to have been caused by the negligence of BTC. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of BTC.

NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against Client or BTC.

DISPUTE RESOLUTION: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof which cannot be resolved through negotiation shall be submitted to mediation before and as a condition precedent to any other remedy provided for herein. Upon written request by either party to this Agreement for mediation of any dispute, Client and BTC shall select by mutual agreement a neutral mediator. If the dispute cannot be settled through mediation, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Each party involved in the arbitration process shall pay all its own arbitration fees and costs to the AAA and shall share equally in the fees charged by the arbitrator(s). All mediation or arbitration shall take place in Chicago, Illinois unless Client and BTC agree otherwise.

TERMINATION: This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, BTC shall be paid for services performed prior to the termination date set forth in the notice plus reasonable termination expenses.

AFFILIATED CONSULTANTS: BTC retains certain consultants as independent contractors, but provides insurance and support services in connection with their work. These consultants are billed at rates equivalent to BTC employees of similar education and professional experience.

SUBCONTRACTED SERVICES: Subcontractors are billed at cost plus 10% if the subcontractor firm has at least \$500,000 of Professional/General Liability Insurance, otherwise cost plus 20%. The mark-up not applied to subcontractor's reimbursable expenses, such as a subcontractor's travel expenses.

INVOICES: BTC shall submit invoices monthly and/or on completion of work for services performed and expenses incurred and not previously billed. Payment is due upon Client's receipt of the invoice, and is past due thirty (30) days from the date shown on the invoice. Unless Client notifies BTC of any discrepancies or disputed items on the invoices within 2 weeks after receipt of BTC's invoices, all charges on the invoices shall be deemed acceptable to the Client. If any portions of the charges on any invoice are disputed in writing by Client, Client shall pay all remaining charges on that invoice, and notify BTC in writing of all items being disputed or questioned within 2 weeks of the receipt of the invoices. Client agrees to pay a service charge of one and one-half percent (1.5%) per month on all past due amounts. BTC shall also be entitled to be reimbursed for all reasonable costs and expenses incurred in the collection of past due invoices, including, but not limited to, attorney's fees, expenses, court costs, and BTC staff time.

PAYMENT: Payments to BTC shall be made via check, wire transfer or ACH. If Client's policy dictates that payment must be made via credit card, the Client will pay a service charge of three and one half percent (3.5%) on all amounts owed to BTC. Client agrees to pay fees incurred by BTC related to all other payment methods dictated by Client.

TIME CHARGES: Unless there is a fixed-fee (lump sum fee) or other arrangements are agreed upon in writing between BTC and client, time charges are accrued on an hourly basis. Minimum time charges of personnel at an out-of-town project site are 8 hours per day. There will be no increases in rates for overtime. Billing rates may be increased annually, after notification to the client. If a breakdown or detailed listing of time charges is required by the Client, such requirement must be agreed upon with BTC in writing and in advance of the commencement of the project. When there is a fixed-fee arrangement between the client and BTC, no breakdown of charges will be provided. BILLING RATES: Invoices shall be based on the following rates:

Principal	\$340 per hour
Principal Consultant	\$400 per hour
Principal – Structural Engineering	\$290 per hour
Principal – Building Enclosures	\$290 per hour
Senior Consultant	\$250 per hour
Associate Principal	\$260 per hour
Sr. Structural Engineer/Engineer/Architect	\$230 per hour
Structural Engineer/Engineer/Architect	\$195 per hour
Engineering Consultant/Architectural Consultant	\$195 per hour
Associate Engineering/Architectural Consultant	\$165 per hour
Sr. Field Representative/Sr. Engineering	\$150 per hour
Technician	
Engineering/Architectural Technician/Drafting	\$130 per hour
Engineering/Architectural Intern	\$100 per hour
Technical Support Staff	\$65 per hour
Travel Time	At Standard
	Hourly Rates
Mileage/Ground Transportation	\$0.80 per mile
Ground Transportation of Equipment	\$0.90 per mile
Equipment Use	
Infrared thermography equipment	\$300 per Site Visit
Color spectrometer	\$300 per Site Visit
Unmanned Aerial System	\$300 per Site Visit
Bond pull-off test apparatus	\$200 per Site Visit
Borescope (Rigid/Flexible)	\$200 per Site Visit
Coring rig	\$200 per Site Visit
ASTM C1601, Masonry water penetration test	\$200 per Site Visit
apparatus	
Blower Door Apparatus	\$200 per Site Visit
Digital microscope	\$200 per Sample
Tie Back Anchor Testing Equipment	\$200 per Site Visit
Calibrated spray nozzle water testing	\$100 per Site Visit
equipment	
Electronic leak detection (low/high voltage)	\$100 per Site Visit
ASTM E1105, Spray rack water testing	\$100 per Site Visit
equipment	
ASTM E783 Air Leakage Rate Apparatus	\$100 per Site Visit
ASTM C1715, Masonry cavity drainage test	\$50 per Site Visit
equipment	
Non-destructive coating thickness gauge	\$50 per Site Visit
Humidity/moisture gauges	\$30 per Site Visit
Digital level	\$20 per Site Visit
Laser level/precision laser	\$20 per Site Visit
Color Printing (letter/legal/ledger)	\$0.50 per page
Plotting (C,D,E,E1)	\$2.50 per sheet
AIA Contract Documents	\$50 per Document
Out-of-Pocket Expenses (Airfare, Taxi, Parking,	At Cost + 10%
Field Supplies, Drawing Reproductions,	
Shipping, etc.)	