



City of Grand Island

Tuesday, March 22, 2005

Council Session

Item G20

#2005-93- Approving Contract for Design and Engineering Services for Island Oasis Expansion

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: March 22, 2005

Subject: Approving Contract for Design and Engineering Services for Island Oasis Expansion

Item #'s: G-20

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

The Park and Recreation Department is continuing with long-term plans to update Island Oasis Water Park. Funding in the 2004-05 budget allows for \$50,000.00 for engineering services. It has been the practice of the City to offer a new option at Island Oasis every few years.

Discussion

In an effort to continue to offer a top level aquatic facility, the Parks and Recreation Department is proposing to add a Wet Children's Play attraction to Island Oasis. This new addition was also recommended by the Aquatic Consultant the city hired last summer to assess the community's aquatic facility needs. Proposals were solicited with six received. After ranking the proposals it was determined Olsson Associates in conjunction with Water Technology Inc. provided the proposal that best met City requirements.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve the agreement
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the contract agreement with Olsson Associates for design services for Island Oasis expansion for preliminary and final design in an amount not to exceed \$42,700.00 based on a \$500,000.00 project.

Sample Motion

Motion to approve agreement with Olsson Associates for design services.



OLSSON ASSOCIATES
ENGINEERS • PLANNERS • SCIENTISTS • SURVEYORS

**LETTER AGREEMENT FOR
CONSULTING SERVICES**

March 17, 2005

Mayor and City Council
c/o Steve Paustian
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802

**Re: AGREEMENT FOR PROFESSIONAL SERVICES
AQUATIC DESIGN, ISLAND OASIS WATER PARK ("PROJECT")
GRAND ISLAND, NEBRASKA**

It is our understanding that City of Grand Island ("Client") requests Olsson Associates ("OA"), working with Water Technology, Inc. ("WTI"), to perform the following services pursuant to the terms of this Letter Agreement, OA's General Provisions and any exhibits attached thereto (hereinafter "the Agreement").

1. OA and WTI have acquainted themselves with the information provided by Client relative to the Project and based upon such information offer to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto) which are expressly made a part of and incorporated into this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by OA, the requirements of this Agreement shall take precedence.

2. OA and WTI shall provide Client, all Basic Services for **Phase 1, - Preliminary Planning and Conceptual Design; Phase 2, - Final Design; and Phase 3, - Construction Phase Services; more specifically described in Exhibit "A" and Exhibit "B"**. Should Client request work in excess of \$500,000 and/or not described and included in the above Description of Services, such work will be considered Additional Services. OA shall invoice Client for such services on an hourly basis, and our current billing rates as shown in Exhibit "C" for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. OA and WTI shall not commence work on Additional Services without Client's prior approval in writing.

OA and WTI agree to provide all services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR CONSULTANT'S SERVICES:

3. Unless otherwise agreed, OA would expect to begin performing its services under this Agreement promptly upon your signing.

Anticipated Start Date: March 28,2005

Anticipated Completion Date: May 31, 2006

COMPENSATION:

4. Client shall pay to OA for the performance of the Services a fixed rate, plus all actual reimbursable expenses in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement.

Phase 1 - Preliminary Planning and Conceptual Design	\$ 8,950
Phase 2 - Final Design (Construction Budget \$500,000)	\$33,750
Phase 3 - Construction Phase Services (Construction Budget \$500,000)	\$27,500

These financial arrangements are proposed with the assumption OA's bills will be paid promptly and the Project will progress orderly and continuously. Client agrees to pay the OA the amounts due for services rendered and expenses incurred pursuant to the terms of this Agreement within thirty (30) days after OA has provided its invoice for such services.

TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, OA's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through us under this Agreement, shall not exceed the total amount of the construction cost, per Section 4.2, General Provisions, designed under this Agreement. Client acknowledges that such causes include, but are not limited to, OA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

6. The Agreement represents the entire understanding between Client and OA with respect to the Project and may only be modified in writing signed by both parties.

7. If this proposal satisfactorily sets forth your understanding of our agreement, please sign the Letter Agreement in the space provided (indicating Client's designated Project representative if different from the party signing the Agreement). Retain a copy for your files and return an executed original to OA.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated March 17, 2005 between the City of Grand Island (CLIENT) and Olsson Associates (OA) working with Water Technology, Inc. (WTI) for professional services in connection with the Aquatic Design, Island Oasis Water Park, Grand Island, Nebraska, (hereinafter called the "Project").

SECTION 1—OA's BASIC SERVICES

See Exhibit "A", attached.

SECTION 2—ADDITIONAL SERVICES OF OA

2.1 Unless otherwise expressly included, OA's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If CLIENT and OA mutually agree to perform any of the following Additional Services, CLIENT will provide written approval of the agreed upon scope of services, and OA shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or OA may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by CLIENT where changes are due to causes beyond OA's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by CLIENT for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If OA's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime

contractor and those services necessary to administer CLIENT's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting CLIENT with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond OA's control, OA shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and OA will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. CLIENT shall provide all criteria and full information as to CLIENT's requirements for the Project; designate and identify in writing a person to act with authority on CLIENT's behalf in respect of all aspects of the Project; examine and respond promptly to OA's submissions; and give prompt written notice to OA whenever CLIENT observes or otherwise becomes aware of any defect in the work.

3.2 If CLIENT fails to make any payment due OA for services and expenses within thirty (30) days after receipt of OA's statement therefore, OA may, after giving seven days' written notice to CLIENT, suspend services to CLIENT under this Agreement until OA has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to OA shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the CLIENT of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from OA's compensation for any reason unless OA has been found to be legally liable for such amounts.

3.4 CLIENT shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to OA any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which OA may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for OA to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 CLIENT shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 CLIENT shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, CLIENT shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or

attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the entire Project designed and specified by OA, but it will not include OA's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all OA's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by OA or OA's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.41/mile*
Suburbans and Pick-Ups	\$0.60/mile
Duplication	
In-house	Actual Cost
Outside	Actual Cost
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost
Telephone and	
Fax Transmissions	Actual Cost
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost
Subconsultants	Actual Cost

* IRS Standard Mileage Rate (Subject to Change)

4.5 "Certify" or "a Certification": A statement of OA's opinion, based on its observation of conditions, to the best of OA's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that OA's certification shall not relieve the CLIENT or the CLIENT's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by OA. In providing opinions of probable construction cost, it is recognized that neither the CLIENT nor

OA has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on OA's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the CLIENT's budget or from any opinion of probable cost prepared by OA.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of construction to permit OA, as an experienced and qualified professional, to determine that the Work when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, OA makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. OA shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

4.9 "Record Documents": Drawings prepared by OA upon the completion of construction based upon the drawings and other data furnished to OA by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, OA makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or OA's services by the CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the CLIENT shall within fifteen (15) calendar days of termination pay OA for all services rendered and all reimbursable costs incurred by OA up to the date of

termination, in accordance with the payment provisions of this Agreement.

5.3 The CLIENT may terminate this Agreement for the CLIENT's convenience and without cause upon giving OA not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of OA, the CLIENT shall pay OA, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by OA in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by OA in preparing or negotiating any proposals submitted to CLIENT for OA's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of OA's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by OA (and OA's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and OA shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by OA for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to OA,

or to OA's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless OA and OA's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle OA to further compensation at rates to be agreed upon by CLIENT and OA.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by OA, the CLIENT agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of OA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the CLIENT. The information contained in any electronic file is provided for the convenience to the CLIENT and is provided in "as is" condition. The CLIENT is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by OA and the electronic files which may be transferred, the signed and sealed original documents shall govern. OA specifically disclaims all warranties, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be CLIENT's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the CLIENT. CLIENT shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OA, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than OA or from any reuse of the electronic files without the prior written consent of OA.

7.3 Opinions of Cost

Since OA has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, OA's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of OA's experience and qualifications and represent OA's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but OA cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by OA. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator as provided in paragraph 3.4.3. OA's services to modify the Contract Documents to bring the Construction Cost

within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska.

7.4.2 Any legal action between OA and CLIENT arising out of this AGREEMENT shall be brought in a court of competent jurisdiction located in Lancaster County, Nebraska.

7.5 Subconsultants

OA may utilize as necessary in its discretion Subconsultants and other subcontractors. OA will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 CLIENT and OA each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and OA (and to the extent permitted by paragraph 7.6.2 the assigns of CLIENT and OA) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2 Neither CLIENT nor OA shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent OA from employing such subconsultants and other subcontractors as OA may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and OA, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and OA and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

OA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the

extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor OA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and OA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the CLIENT and OA.

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EXHIBIT "A" to GENERAL PROVISIONS attached to
LETTER AGREEMENT BETWEEN CONSULTANT AND CLIENT
FOR PROFESSIONAL SERVICES, dated March 17, 2005

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This Exhibit A is attached to and made a part of the Letter Agreement for Professional Services between the City of Grand Island, Nebraska, (CLIENT) and Olsson Associates and Water Technology, Inc., (ENGINEER) dated March 17, 2005 in connection with the Aquatic Design – Island Oasis Water Park.

This Exhibit A sets forth the scope of services to be performed by the ENGINEER in connection with the referenced project. The work included pertains to the preliminary planning and conceptual design, final design, and construction services for the Aquatic Design, Island Oasis-Grand Island, Nebraska.

PHASE 1. PRELIMINARY PLANNING AND CONCEPTUAL DESIGN

ENGINEER shall assist the CLIENT in regard to planning for the project. This phase will include the development of the conceptual design of the Aquatic features, preliminary grading and the overall site layout and landscaping. The work will also include a site topographic survey to allow the project to move forward as quickly as possible once the Final Concept is completed and approved. Tasks performed under this phase of the work shall include:

- Task 1.1:** **Project Kick-off /Programming Meetings with CLIENT** - ENGINEER will meet with the City staff to discuss the trends in aquatic planning and prioritize activities and outline the intended uses and space required to support these uses. While this meeting will result in bringing all program objective together through a design charette. Within this charette we will discuss, test, argue and compose a "preferred plan" that achieves the best combination of existing and proposed objectives and conditions. A total of one meeting is anticipated.
- Task 1.2:** **Topographical Survey** - ENGINEER shall perform a topographical survey of the project area and adjacent area of the existing pool facility, establishing permanent control for construction and locate existing utilities.
- Task 1.3:** **Develop Concept Design** - ENGINEER will develop, based on existing concepts and input from the City staff, a concept design for the proposed expansion of the Aquatic Facilities at the Island Oasis Water Park facility. The concept will demonstrate the locations and relationships between elements.
- Task 1.4:** **Prepare Preliminary Opinion of Cost**- Engineer will develop a preliminary opinion of probable construction cost for phase one development, based upon the information developed in the Concept Design.
- Task 1.5:** **Preliminary Concept Meeting with CLIENT** - ENGINEER will meet with the City staff to discuss the concept design and to build consensus on the concept for the future development of the Aquatic Facilities at the Island Oasis Water Park and establish a final budget for the Phase 1 development. A total of one meeting is anticipated.

Task 1.6: Develop a Design Memorandum - ENGINEER shall define and describe elements considered in the concept design, including identifying the location, size and character of the proposed products to be specified, and probable construction costs. A final colored master plan for the Aquatic Facility will be included.

Task 1.7: Submittal of Concept Plans to CLIENT - ENGINEER shall submit the finalized Concept to the City staff for approval and authorization to move to final design.

PHASE 2. PRELIMINARY AND FINAL DESIGN

ENGINEER shall prepare a detailed set of plans and specifications that can be used as bid and construction documents that will allow the proposed project to be competitively bid and constructed. The tasks performed as part of the final design shall include:

Task 2.1: Geotechnical Exploration - ENGINEER shall perform a geotechnical exploration of the project site. Geotechnical work will include up to three (3) borings, associated testing and development of bearing capacities of the soil. (Additional Services)

Task 2.2: Develop preliminary design parameters - ENGINEER shall prepare the final design parameters for the Aquatic Facility. These will include the design of the:

- Decks, walks and features
- Wet play area
- Filter and piping systems
- Wet well and pump station
- Chemical systems with controls
- Building for electrical and chemical containment
- Pool deck w/appurtenances
- Recreation play elements
- Planting Area

Task 2.3: Prepare Preliminary Design Sheets - ENGINEER shall prepare detailed plan sheets for the proposed project. ENGINEER will provide progress reports to CLIENT at 50%, 75%, and 95% completion points.

Task 2.4: Prepare Specifications - ENGINEER shall prepare technical specifications and contract documents for the project.

Task 2.5: Quality Control Review - ENGINEER shall perform an in-house quality control review to evaluate the construction documents.

Task 2.6: Submittal of Plans and Specifications to CLIENT - ENGINEER shall submit said Plans, Specifications and Engineer's Opinion of Probable Cost to the CLIENT for review and approval.

Task 2.7: **Submittal of Plans and Specifications to Regulatory Agencies** - ENGINEER shall submit required information to Regulatory Agencies for Approval. ENGINEER shall respond to review comments of Regulatory Agencies. CLIENT will be responsible for the review fee.

PHASE 3. CONSTRUCTION SERVICES

3.1 ENGINEER shall assist the CLIENT in bidding the project. The tasks shall include:

Task 3.1.1: Prepare and Distribute Bid Documents - ENGINEER shall arrange for preparation and distribution of bid documents to prospective bidders. ENGINEER shall maintain a list of current holders of bid documents. The ENGINEER shall be allowed to recover reproduction costs thereof.

Task 3.1.2: Answer Bidder Questions - ENGINEER shall answer bidder's questions regarding the construction documents.

Task 3.1.3: Prepare Addenda - ENGINEER shall prepare and distribute addenda to the bidders that may be needed during the bid phase.

Task 3.1.4: Attend Bid Opening - ENGINEER shall attend bid opening to assist CLIENT in opening bids.

Task 3.1.5: Evaluate Bids - ENGINEER shall evaluate the bids and qualifications of the bidders.

Task 3.1.6: Recommend Award - Based upon the results of the bid evaluation, ENGINEER shall provide a Recommendation of Award to CLIENT.

3.2. ENGINEER shall assist the CLIENT in the Administration of the project during the construction phase of the project. ENGINEER shall perform the tasks listed below:

Task 3.2.1: Prepare Conforming Copies of Contracts - ENGINEER shall assist the CLIENT in the preparation and distribution of conforming copies of the executed contracts.

Task 3.2.2: Attend Preconstruction Meeting - ENGINEER shall attend the preconstruction meeting, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the preconstruction meeting.

Task 3.2.3: Review Progress Payments - ENGINEER shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy.

Task 3.2.4: Attend Monthly Progress Meetings - ENGINEER will attend monthly progress meetings during construction. ENGINEER shall prepare and distribute (narrative style) meeting minutes for construction progress meetings.

3.3 ENGINEER shall assist the CLIENT as requested by the CLIENT, during the construction phase of the project.

Task 3.3.1: Construction Observation Services - ENGINEER shall perform construction observation services on behalf of the CLIENT during the construction of the project. The extent of the Construction Observation Services will be discussed with the CLIENT.

Task 3.3.2: Interpret Contract Documents - ENGINEER shall interpret the contract documents as requested by the Contractor or the CLIENT.

Task 3.3.3: Review Submittal Data - ENGINEER shall review the Contractor's submittal data on materials for general conformance with the intent of the design.

3.4 PROJECT CLOSE OUT

ENGINEER shall assist the CLIENT in the Closing out of the project. ENGINEER shall perform the tasks listed below.

Task 3.4.1: Attend Facility Start-up - ENGINEER shall attend the Startup of the Facility. ENGINEER shall also be present for the training of the CLIENTS representatives on the operation and maintenance of the equipment.

Task 3.4.2: Attend Final Inspection - ENGINEER shall attend the final inspection of the project with the Client's personnel and provide written comments to the CLIENT.

Task 3.4.3: Review Final Application for Payment - ENGINEER shall review the Contractor's final application for payment and the accompanying documentation for compliance with the contract requirements.

Task 3.4.4: Review Contractor's Records - ENGINEER shall review the Contractor's record drawings for completeness and legibility. ENGINEER shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.

Task 3.4.5: Prepare Record Drawings - Using the Contractor's and ENGINEER's Resident Project Representative's record drawings, ENGINEER shall revise the construction documents to reflect the construction records for the project. ENGINEER shall provide the CLIENT with one (1) reproducible set of record drawings.

Task 3.4.6: Attend Winter Shut Down - ENGINEER shall attend a meeting with the CLIENT, Contractor, and Subcontractors to perform training for CLIENT on proper winterization of the pool facilities.

Task 3.4.7: One Year Warranty Inspection - ENGINEER shall attend a meeting with the CLIENT, and Contractor to review the performance of the facility and identify any deficiencies. The Contractor will correct under the one-year warranty clause of the contract.

EXHIBIT "B"
**A LISTING OF THE DUTIES, RESPONSIBILITIES
AND LIMITATIONS OF AUTHORITY OF THE
RESIDENT PROJECT REPRESENTATIVE**

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions, RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. **Conferences and Meetings:** Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. **Shop Drawings and Samples:**
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. **Review of Work, Rejection of Defective Work, Inspections and Tests:**
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommended to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF SECTION

**EXHIBIT "C" to GENERAL PROVISIONS attached to
LETTER AGREEMENT BETWEEN CONSULTANT AND CLIENT
FOR PROFESSIONAL SERVICES, dated March 17, 2005**

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This Exhibit A is attached to and made a part of the Letter Agreement for Professional Services between the City of Grand Island, Nebraska, (CLIENT) and Olsson Associates and Water Technology, Inc., (ENGINEER) dated March 17, 2005 in connection with the Aquatic Design – Island Oasis Water Park.

This Exhibit C sets forth the hourly rates for additional services in connection with the referenced project. The additional work may pertain to the preliminary planning and conceptual design, final design, and construction services for the Aquatic Design, Island Oasis-Grand Island, Nebraska.

BILLING RATES

OA HOURLY RATES

Team Leader	\$125.00
Project Engineer	\$ 85.00
Assistant Engineer	\$ 65.00
CAD Operator	\$ 55.00
Administrative	\$ 45.00
Licensed Surveyor	\$ 75.00
Surveyor Crew Chief	\$ 50.00
Surveyor Helper	\$ 40.00

WTI HOURLY RATES

Principal	\$150.00
Project Manger	\$105.00
Project Designer	\$ 95.00
CAD Operator	\$ 65.00
Administrative	\$ 55.00

Reimbursables are in addition to the Hourly Rates, and consist of normal project-related business costs as shown in the General Provisions.

RESOLUTION 2005-93

WHEREAS, the City of Grand Island invited proposals for Design and Engineering Services for Children's Wet Play Area at Island Oasis Water Park, in accordance with a Request for Proposal on file with the City Clerk; and

WHEREAS, on January 13, 2005, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Olsson Associates of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for an amount not to exceed \$42,700 based on a total project cost of \$500,000; and

WHEREAS, in the event the scope of the project expands, Olsson Associates has agreed to provide additional design and engineering services at their standard hourly rate as set out in the schedule attached to the contract for such project; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed contract for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Olsson Associates of Grand Island, Nebraska, for design and engineering services for Children's Wet Play Area with the necessary infrastructure for future attractions at Island Oasis Water Park for an amount not to exceed \$42,700 based on a \$500,000 total project cost is hereby approved.

BE IT FURTHER RESOLVED, that in the event the scope of the project is expanded, additional design and engineering services will be provided by Olsson Associates at their standard hourly rate as set out in the schedule attached to the contract for this project.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement for such services on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 17, 2005	☐ City Attorney