

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 21, 2025 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>                  |
|---|---|---------------------------------------|
| PROFESSIONAL SERVICES AGREEMENT –<br>POOL CONSTRUCTION DESIGN | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | HEATHER BULLER<br>RECREATION DIRECTOR |

**SYNOPSIS**

A resolution has been prepared to approve an agreement with Water's Edge Aquatic Design, LLC to provide engineering services for the construction design of the Municipal Pool in the amount of \$464,100.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget provides funding for this agreement.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The 2024–2027 Strategic Plan identifies the construction of a new Municipal Pool as part of Goal 3.2 – 84th Street Redevelopment. The former Municipal Pool, originally built in the early 1960's, was demolished in 2024, leaving the community without a public aquatic facility.

Staff recommends approval of an engineering services agreement with Water's Edge Aquatic Design, LLC for professional design services associated with the new Municipal Pool project. The scope of work outlined in the agreement includes site evaluation, schematic design, design development, construction documents, and assistance with the bidding process.

The proposed facility will include approximately 8,000 square feet of water surface area, a bathhouse, concession facilities, filter building, pool deck, and entry sidewalk. An addendum for construction administration services may be considered at a later phase of the project. The pool project works in parallel with the Central Park West Infrastructure project undertaken by TD2. This project scope includes civil site work of the area.

Since 2005 Water's Edge Aquatic Design, LLC has provided the City with professional services that included an aquatic study, public engagement and community input assessment, concept & site planning, and operational cost planning. Due to this extensive background and knowledge of the City's aquatic needs, Water's Edge Aquatic Design, LLC is uniquely qualified to provide continuity and efficiency in the design process for the new Municipal Pool.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WATER'S EDGE AQUATIC DESIGN, LLC. TO PROVIDE ENGINEERING SERVICES FOR THE CONSTRUCTION DESIGN OF THE MUNICIPAL POOL IN AN AMOUNT NOT TO EXCEED \$464,100.00.

WHEREAS, the Mayor and City Council have determined that a professional services agreement for the construction design of the municipal pool are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget includes funding for this project; and

WHEREAS, Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute a professional services agreement with Water's edge Aquatic Design, LLC., Kansas City, Kansas to provide engineering services for the construction design of the municipal pool in an amount not to exceed \$464,100.00.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Patti Anderson, CMC  
Deputy City Clerk

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This is an agreement ("Agreement") effective as of the date of last signature below between Waters Edge Aquatic Design, LLC ("Engineer") and the City of La Vista, Nebraska ("Owner").

The Owner intends to evaluate, plan, design, and construct a new outdoor aquatic center ("PROJECT") within areas preliminarily described or depicted in Appendix F ("AQUATIC CENTER SITE"), including without limitation site work, appurtenances, an approximate water surface area of 8,000 s.f., and bathhouse, concession facilities, filter building, pool deck, entry sidewalk and other facilities determined during the conceptual plan process and approved by Owner, subject to potential minor adjustments approved by Owner. Except as otherwise provided in this Agreement, any provision of this Agreement requiring approval, agreement, authorization or acceptance of Owner shall require prior approval, agreement, authorization or acceptance of the City Administrator or City Engineer of Owner in writing. Provided, however, any amendment of this Agreement or Change Order also requires prior approval of the City Council of Owner.

Owner intends to construct parking, drives, public areas and other facilities ("OTHER PUBLIC IMPROVEMENTS") within areas adjacent to the AQUATIC CENTER SITE, as preliminarily described or depicted in Appendix F ("ADJACENT SITE"). Owner will separately contract for professional engineering services in connection with design and construction of OTHER PUBLIC IMPROVEMENTS within the ADJACENT SITE. Actual areas, dimensions and boundaries of the PROJECT SITE and ADJACENT SITE will be determined by the City Engineer of Owner or his designee.

OWNER is authorized and empowered to contract with ENGINEER for the purpose of furnishing and paying for Engineering Services in connection with the PROJECT.

Owner and Engineer, in consideration of their mutual understanding as set forth herein, agree that Engineer will provide professional engineering services for the design and construction of the PROJECT in accordance with the terms and conditions of this Agreement, including without limitation provisions governing the scope of work, methods of delivery, fees, and general conditions. This Agreement incorporates by reference all Appendices and Exhibits referred to in this Agreement, including without limitation the following:

- Terms and conditions - Appendix A.
- Engineer's Services - Appendix B.
- Owner's Responsibilities - Appendix C.
- Insurance information - Appendix D.
- Billing Rates (2025) – Appendix E.
- Aquatic Center Project and Site – Appendix F
- Anticipated Schedule- Appendix G
- Resource Projection – Fee Breakdown- Appendix H

The Owner hereby agrees to give the Engineer all its planning and design criteria, Owner design and construction standards, and full information as to the Owner's requirements for the PROJECT.

This Agreement represents the entire and integrated agreement between the Engineer and the Owner, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument approved by the City Council of Owner and signed

Aquatic Center Agreement  
La Vista, NE

by both the Engineer and the Owner. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

|   |                             |
|---|-----------------------------|
| Waters Edge Aquatic Design, LLC<br>" Engineer " | City of La Vista " Owner "  |
| By: _____                                       | By: _____                   |
| Print Name: Jeff A. Bartley                     | Print Name: _____           |
| Print Title: Principal                          | Print Title: Mayor<br>_____ |
| Date: _____                                     | Date: _____                 |

## APPENDIX A - TERMS AND CONDITIONS

### SERVICES OF ENGINEER

1.01 Scope. Engineer shall have the responsibilities set forth in this Agreement, including without limitation:

- A. Engineer will provide evaluation, concept planning, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. Engineer will serve as Owner's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to Owner during the performance of its services.
- C. Engineer will provide the Basic Services outlined and described in Appendix B of this Agreement.
- D. Engineer will provide Additional Services only following prior authorization by the Owner.

### OWNER'S RESPONSIBILITIES

2.01 Scope

- A. Owner shall have the responsibilities set forth in this Agreement.

### TIMES FOR PROVIDING SERVICES

3.01 General

- A. Engineer will provide professional engineering services in accordance with the schedule specified in attached Appendix G which is incorporated herein by this reference ("Schedule"), subject to potential extension for a period of time that may reasonably be required for the completion of said services due to delays beyond the reasonable control of Engineer, as approved in advance by Owner.
  1. If Owner requests changes in scope, extent, or character of the PROJECT that require additional time or services of Engineer, the time of performance or compensation for Engineer's services shall be adjusted equitably as reasonably necessary and agreed by Engineer and Owner in writing.
  2. Owner understands that Engineer cannot guarantee a construction completion date because construction activities are the Contractor's responsibility. For purposes of this Agreement "Contractor" means the contractor that Owner selects to construct the Project.
  3. The Owner and Engineer are aware that unforeseeable factors outside the Engineer's reasonable control arising after this Agreement is entered may affect the Engineer's ability to complete the services to be provided under this Agreement. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices, and in accordance with the Schedule and professional standards governing such services.

3.02 Suspension

- A. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly

from any delays for unforeseeable causes beyond the Engineer's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in accordance with this Agreement, the Engineer shall be entitled to a reasonable adjustment in schedule or compensation as agreed in advance by Engineer and Owner in writing.

B. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of Engineer, necessitating services of Engineer that are additional to the services specified in this Agreement, Engineer will be entitled to equitable and agreeable adjustment of compensation provided in this Agreement, as reasonably necessary to compensate Engineer for such additional services, determined based on the rates provided in Appendix E, and agreed by Owner and Engineer in writing. For purposes of this Agreement, "Contract Documents" means the Construction Agreement between Contractor and Owner for construction of the Project, in form and content satisfactory to Owner and including without limitation all plans, specifications, general and supplementary terms and conditions, and other documents or instruments incorporated into the Construction Agreement by reference.

## **PAYMENT TO ENGINEER**

### **4.01 Compensation**

A. General: In addition to other requirements of this Agreement, compensation is based on the following:

1. A traditional design-bid-build delivery process with one prime contractor.
2. Fees for special consultants (e.g. geotechnical consultant, topographic site survey, testing agencies, etc...) are not included. These consultants are generally contracted independently from this Agreement. If special consultants are required within this agreement, consultants and fees for such services will be negotiated at the time based on the required scope of work, subject to approval of Owner.
3. Engineer will furnish digital sets of the plans and specifications to the Owner. Printed sets required for permitting, Owner's review, bidding, or for construction will be furnished at the cost of reproduction and paid for by others (e.g. Owner, Bidders, or Contractor).

B. The Owner agrees to compensate the Engineer for the consulting services provided under this Agreement based on the following:

Lump Sum Amount:

|                                       |   |
|---------------------------------------|---|
| a. Schematic Design                   | \$ 68,000   |
| b. Design Development                 | \$ 68,000   |
| c. Construction Documents             | \$ 319,600  |
| d. Bidding                            | \$ 8,500  |
| e. <u>Construction Administration</u> | <i>(not included. To be authorized by addendum)</i> |

Total (Excluding Construction Admin.) \$ 464,100

A break-down of the lump sum fees and resources is attached in Appendix H.

- C. Fees are based upon an assumed construction budget of approximately \$8M, without contingencies.
- D. Expenses: Direct travel expenses for authorized site visits to the project site or other authorized travel will be billed separately at cost in accordance with the rates shown in Appendix E. Bulk printing (i.e. bid/ construction documents) will be printed through third parties and invoiced at its direct costs to interested suppliers and contractors.
- E. Compensation for additional or redesign services requested by OWNER during the Construction Phase, that are not necessitated by any error or omission of Engineer, will be based on Appendix B, Section 2 - Additional Services, unless agreed to otherwise. Any such compensation will be subject to prior written approval of Engineer and Owner.

#### 4.02 Other Payment Provisions

- A. Invoices will be prepared using Engineer's standard practices and shall clearly identify the level of progress claimed, and include any supporting documentation requested by Owner.
- B. Payment Due: Invoices shall be submitted by the Engineer monthly in proportion to services provided, and undisputed amounts are due upon presentation, and shall be considered past due if not paid within forty-five (45) calendar days of receipt by Owner.
- C. Suspension of Services: If the Owner fails to make payments of undisputed amounts when due or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon thirty (30) calendar days' notice to the Owner and failure of the Owner to cure within thirty (30) days thereafter. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any material breach of this Agreement that is not cured by the Owner. Upon payment in full of such undisputed amounts or cure of such material breach by the Owner, the Engineer shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted if necessary to compensate for any additional time or services required as a result of the period of suspension plus any other reasonable time and expense necessary for the Engineer to resume performance.
- D. If the Owner objects to any portion of an invoice, the Owner shall notify the Engineer in writing within thirty (30) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
- E. Payments to the Engineer shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Owner of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses.
- F. Pursuant to section 6.05, in the event of any termination of this Agreement, Engineer will be

entitled to invoice the Owner and will be paid the undisputed amount for all services performed or furnished to the satisfaction of Owner and all undisputed reimbursable expenses incurred through the effective date of termination.

## OPINIONS

### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable construction costs for the PROJECT will be made on the basis of Engineer's professional judgment and experience.
- B. The Owner understands that the Engineer has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions.
- C. Engineer makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by Engineer.

### 5.02 Opinions of Facility Operating Expenses and Revenue Projections

- A. Engineer's opinions of facility operating expenses and revenue projections for the PROJECT will be made on the basis of Engineer's professional judgment, experience, and historical data obtained from other similar facilities.
- B. The Owner understands that the Engineer has no control over the cost or availability of labor, utilities, supplies, materials, equipment, or services provided by others, or over market conditions.
- C. Engineer makes no warranty, express or implied, that actual operating expenses or projected revenues will not vary from opinions of facility operating expenses and revenue projections prepared by Engineer.

## GENERAL CONSIDERATIONS

### 6.01 Performance Standards

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill normally furnished by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality.
- B. Engineer and Owner shall comply with applicable laws and regulations, including without limitation any laws, rules, regulations or required standards of Owner. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to the Owner's responsibilities or to Engineer's scope of services, compensation, or times of performance, any of which modifications shall be subject to agreement of Engineer and Owner in writing.
- C. Except for any documents or instruments specified in the scope of services of Engineer under this Agreement or reasonably necessary for Engineer to perform such services, the Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the

availability or cost of its professional or general liability insurance.

D. As used herein, the word certify shall mean an expression of the Engineer's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Engineer.

#### 6.02 Project Representatives

A. At the start of the PROJECT, Engineer and Owner shall designate specific individuals to act as Project Representatives with respect to the services to be performed or furnished by the Engineer and responsibilities of Owner under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the PROJECT, on behalf of each respective party, except as otherwise provided by this Agreement or applicable laws, rules or regulations.

#### 6.03 Use of Documents

A. All documents Engineer creates in the performance of this Agreement ("Documents") are instruments of service in respect to this PROJECT, and Engineer will retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the PROJECT is completed.

B. Owner shall have a nonexclusive license in perpetuity to use such Documents as Owner determines necessary or appropriate, including without limitation the right to make, retain and use copies of such Documents for information, reference and otherwise in connection with the PROJECT, or its use, maintenance and repair. Not in limitation of the immediately preceding sentence, Owner understands that such Documents are not intended or represented by Engineer to be suitable for reuse by Owner or others on extensions of the PROJECT or on any other project.

C. If the Engineer for any reason is not allowed to complete all the services called for by this Agreement, the Engineer shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the Engineer if used, reused, changed or completed by the Owner or by another party. Provided, however, this provision shall not relieve Engineer of liability for any material breach of this Agreement.

#### 6.04 Insurance

A. Engineer will procure and maintain insurance as set forth in Appendix D.

B. The Contract Documents will require Contractor to purchase and maintain such general liability and other insurance as specified in the Contract Documents.

#### 6.05 Termination

A. In the event of termination of this Agreement by either party, within forty-five (45) calendar days of termination the Engineer shall deliver to Owner all Documents, in whatever form or state of completion existing as of the termination date and Owner shall pay the Engineer for all services rendered to the satisfaction of Owner and all undisputed reimbursable costs irrevocably incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement. Unless Engineer is legally liable.

B. The Owner may terminate this Agreement for the Owner's convenience and without cause

upon giving the Engineer not less than forty-five (45) calendar days written notice.

C. Either party may terminate this Agreement for cause upon giving the other party not less than forty-five (45) calendar days written notice for any of the following reasons.

1. Material breach by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
2. Assignment of this Agreement or any rights or obligations hereunder, or transfer of the Project, in whole or in part, by either party to any other entity without the prior written consent of the other party.
3. 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 additional services, compensation and schedule adjustments necessitated by such changes.

D. In the event of any termination by Owner pursuant to section 6.05(B), the Owner shall pay the Engineer, in addition to payment of undisputed amounts for services rendered and reimbursable costs incurred pursuant to section 6.05(A) above, for all undisputed expenses caused by the early termination of this Agreement that are reasonably and irrevocably incurred by the Engineer.

#### 6.06 Successors, Assigns, and Beneficiaries

A. Neither Owner nor Engineer may assign, sublet, or transfer any rights or obligations under or interest (including, but without limitation, performance of services or monies that are due or may become due) in this Agreement without the prior written consent of the other, except if mandated by law.

#### 6.07 Third-Party Beneficiaries

A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Engineer. The Engineer's services under this Agreement are being performed solely by Engineer for the Owner's benefit, and the parties intend that no other party or entity shall perform such services or have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder.

#### 6.08 Jobsite Safety

A. The Owner agrees that the General Contractor shall be solely responsible for jobsite and worker safety.

#### 6.10 Controlling Law

A. This Agreement is governed by the law of the State of Nebraska. Any lawsuit arising out of or resulting from this Agreement shall be filed in the District Court of Nebraska, Sarpy County, Nebraska.

#### 6.11 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of forty-five (45) days from the date that Owner or Engineer provides written notice of a dispute to the other party.
- B. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

#### 6.12 Hazardous Environmental Conditions

- A. Owner represents to Engineer that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site.
- B. Both parties acknowledge that the Engineer's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.

#### 6.13 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.14 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.15 Betterment

- A. If a Change Order to the Contract Documents resulting in increased costs of the Project is necessitated by any act or omission of Engineer, including without limitation any error in the design of the Project, Owner shall be entitled to an amount equal to damages caused by such act, omission or error. Engineer shall pay such sum to Owner.

#### 6.16 Construction Management

- A. If the Owner elects to employ a construction manager that was not contemplated when the parties entered this Agreement, the Owner will promptly notify the Engineer of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of the Engineer. If the employment of such construction manager by the Owner will require additional time or services of the Engineer to prepare for, coordinate with or respond to the construction manager, the Engineer shall be entitled to an equitable adjustment in fees or time as reasonably necessary for such additional time or services, subject to prior approval of Owner.

#### 6.17 Permits and Approvals

- A. The Engineer shall assist the Owner in applying for those permits and approvals normally required by law for projects similar to the one for which the Engineer's services are being engaged. This assistance will consist of completing and submitting forms to the appropriate

regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the Engineer and included in the scope of Basic Services of this Agreement.

## DEFINITIONS

### 7.01 Defined Terms

- A. As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.
  - 1. **CERTIFY, CERTIFICATION:** A statement of the Engineer's opinion, based on his or her observation of conditions, to the best of the Engineer's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the Engineer's certification shall not relieve the Owner or the Owner's contractors of any responsibility or obligation they may have by industry custom or under any contract.
  - 2. **COST ESTIMATE:** An opinion of probable construction cost made by the Engineer. In providing opinions of probable construction cost, it is recognized that neither the Owner nor the Engineer 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 the Engineer'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 Owner's budget or from any opinion of probable cost prepared by the Engineer.
  - 3. **DAY, DAYS:** A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
  - 4. **INSPECT, INSPECTION:** The visual observation of construction to permit the Engineer, 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, the Engineer makes no guarantee 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. The Engineer 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.
  - 5. **RECORD DRAWINGS:** Drawings prepared by the Engineer upon the completion of construction based upon the as-built drawings and other data furnished to the Engineer by the Contractor showing significant changes in the Work made during construction. Because Record Drawings are prepared based on unverified as-built information provided by Contractor, the Engineer will not be responsible for the accuracy or completeness of any such information that Engineer reasonably relies upon to prepare the drawings.
- B. Additional terms and definitions are referenced as part of this Agreement in Article 7 – Definitions of the Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee EJCDC No. 1910-1 (1996 Edition). If any provisions of such Article 7 conflict with any provisions of this

Aquatic Center Agreement  
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Agreement, the provisions of this Agreement shall govern and control.

## APPENDIX B - ENGINEER'S SERVICES

**ENGINEER WILL PROVIDE EVALUATION, PRELIMINARY DESIGN, FINAL DESIGN, BIDDING, CONSTRUCTION ADMINISTRATION, AND POST CONSTRUCTION SERVICES FOR THE PROJECT AS SET FORTH BELOW.**

### BASIC SERVICES

#### 1.01 Phase I - Schematic Design Services

- A. Evaluate the site based on visual or other information gathered by Engineer or supplied by Owner.
- B. Meet to confirm the project design criteria such as aquatic facility size, features, deck area, concession area, and bathhouse floor plan.
- C. Focus all that we hear into feasible design criteria.
- D. Provide a summary report outlining the project.
- E. Using the design criteria, create a new schematic design to adapt to the site location for review and comment.
- F. Create summary of features and surface areas for each concept.

#### 1.02 Phase II - Preliminary Design/Design Development

- A. Engineer will complete the following Design Development Phase tasks:
  1. Engineer will use available information from the evaluation and concept phase as the basis for the pool layout and design criteria.
  2. Engineer's work will include pool site development. Engineer will coordinate pool facilities within the available site.
  3. When the Design Development is complete, Engineer will meet with OWNER to review the drawings and cost information. Based on comments by the OWNER, Engineer will adjust the design and prepare the final Preliminary Design documents.
  4. At the conclusion of the Design Development phase, Engineer will make a final presentation to the group designated by Owner. The presentation will include a summary of the entire PROJECT in a written document as well as a verbal presentation. Engineer will create a Power Point presentation that describes the Preliminary Design and summarizes the PROJECT findings. Engineer will provide a colored layout drawing for the recommended pool design.

#### 1.03 Phase III - Final Design/Construction Documents

- A. After acceptance by Owner of the Design Development documents, Engineer will:
  1. On the basis of the above acceptance, prepare final engineering design and prepare final construction documents including bidding documents, specifications and drawings indicating the scope, extent, and character of the work to be performed and furnished by

Contractor. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute.

2. Provide design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist Owner in consultations with appropriate authorities.
3. Prepare and furnish Final Construction Documents for review and approval by Owner.
4. The number of prime contracts for work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1).
5. Engineer will provide an updated opinion of probable cost of the PROJECT.

B. Engineer's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted in writing by the Owner. Under this Agreement Engineer will furnish two (2) final sets of the plans and specifications to the Owner. If requested, additional sets will be furnished at the cost of reproduction.

#### 1.04 Phase IV - Bidding

- A. After acceptance by Owner of the Bidding Documents, and upon written authorization by Owner to proceed Engineer will:
  1. Assist Owner in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders. Cost for printing and mailing of these documents will be paid for by prospective bidders.
  2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Assist Owner in evaluating the low bidder's proposal. Furnish and assist in assembling up to four (4) sets of Contract Documents for execution by Owner and Contractor.
  4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective bidder.

### **ADDITIONAL SERVICES**

#### 2.01 Scope of Additional Services

- A. Engineer will advise Owner as to the necessity of data or services of the types described in Section 2 – Additional Services, which are not part of Engineer's Basic Services, and assist Owner in obtaining such data and services.
- B. If authorized in advance in writing by Owner, Engineer will furnish or obtain from others Additional Services of the types listed below. Owner will pay for these services, if provided by Engineer, based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.

1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by Owner.
3. Services resulting from significant changes by Owner in the scope, extent, or character of the portions of the PROJECT designed or specified by Engineer or its design requirements after final Owner approval.
4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
5. Services required for re-design as a result of substitute products during the construction phase.
6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by Owner or others.
7. Services required as a result of Owner's providing incomplete or incorrect PROJECT information with respect to Appendix B.
8. Services during authorized out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
9. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
10. Providing construction surveys and layouts to enable Contractor to perform its work.
11. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
12. Preparing to serve or serving as engineer or witness for Owner in any litigation, arbitration or other dispute resolution process related to the PROJECT, except for any litigation, arbitration or other dispute resolution process between Owner and Engineer. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.
13. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
14. Providing an enhanced or detailed pool operations manual.
15. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

**END OF APPENDIX B**

## APPENDIX C - OWNER'S RESPONSIBILITIES

### THE AGREEMENT IS AMENDED AND SUPPLEMENTED TO INCLUDE THE FOLLOWING AGREEMENT OF THE PARTIES.

0.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish copies of all design and construction standards that Owner will require to be included in the Drawings and Specifications. Furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- C. Furnish to Engineer any other available information of Owner that is pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Provide topographic survey for the Site, if needed.
- E. Provide geotechnical engineering services in connection with explorations and tests of subsurface conditions at the Site including providing a written report with recommendations.
- F. If demolition of existing facilities is required, provide a building materials assessment for identification of hazardous materials, such as asbestos, and have such materials removed and disposed of properly before start of construction.
- G. Following Engineer's assessment of initially-available PROJECT information and data and upon Engineer's request, furnish or otherwise make available such additional PROJECT related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.
- H. Give prompt written notice to Engineer whenever Owner knows of (i) a Hazardous Environmental Condition or any other development that will affect the scope or time of performance of Engineer's services, or (ii) any defect or non-conformance in Engineer's services or in the work of any Contractor.
- I. Authorize Engineer to provide Additional Services as required and approved in advance by Owner.
- J. Arrange for safe access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services under the Agreement.
- K. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or Engineer's as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- L. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the PROJECT designed or specified by Engineer.
- M. Provide, as required for the PROJECT and Owner determines necessary or appropriate:

1. Accounting, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the PROJECT as Owner requires, Contractor raises, or Engineer reasonably requests, subject to applicable attorney-client privilege.
3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the work with appropriate professional interpretation thereof.

**END OF APPENDIX C**

## APPENDIX D - INSURANCE

### THE AGREEMENT IS AMENDED AND SUPPLEMENTED TO INCLUDE THE FOLLOWING AGREEMENT OF THE PARTIES.

0.01 The limits of liability for the insurance required by this Agreement are as follows:

0.02 0.02

A. By Engineer:

1. Workers' Compensation: Statutory

2. Employer's Liability:

a. Each Accident \$500,000

b. Disease, Policy Limit \$500,000

c. Disease, Each Employee \$500,000

3. General Liability, subject to increased limits specified in section 4 below:

a. Each Occurrence (Bodily Injury and

Property Damage) \$1,000,000

b. Personal and advertising injury \$1,000,000

c. Products - completed operations aggregate \$2,000,000

d. General Aggregate \$2,000,000

4. Excess or Umbrella Liability:

a. Each Occurrence \$2,000,000

b. General Aggregate \$2,000,000

5. Automobile Liability:

a. Combined Single Limit (Bodily Injury and

Property Damage and Hired and Non-Owned

Auto Liability) Each Accident \$1,000,000

6. Professional Liability Insurance

a. Limits of \$2,000,000 per claim and \$5,000,000 annual aggregate

b. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision.

7. Policies of insurance will include the Owner and all officials, officers, employees and agents of the Owner as additional named insureds, with no subrogation rights against any of them.

Aquatic Center Agreement  
La Vista, NE

Certificates will be furnished to the Owner on a current accord certificate form including 30 days notification of cancellation to the certificate holder.

**END OF APPENDIX D**

## APPENDIX E - BILLING RATES (2025)

### THE AGREEMENT IS AMENDED AND SUPPLEMENTED TO INCLUDE THE FOLLOWING AGREEMENT OF THE PARTIES.

0.01 For purposes of determining any additional compensation of Engineer for any Additional Services approved in advance by Owner, the following range of billing rates represent the range of individuals who may work on this project. These rates do not apply to expert witness services. Billing rates for expert witness services will be furnished upon request. Billing Rates are subject to change each year.

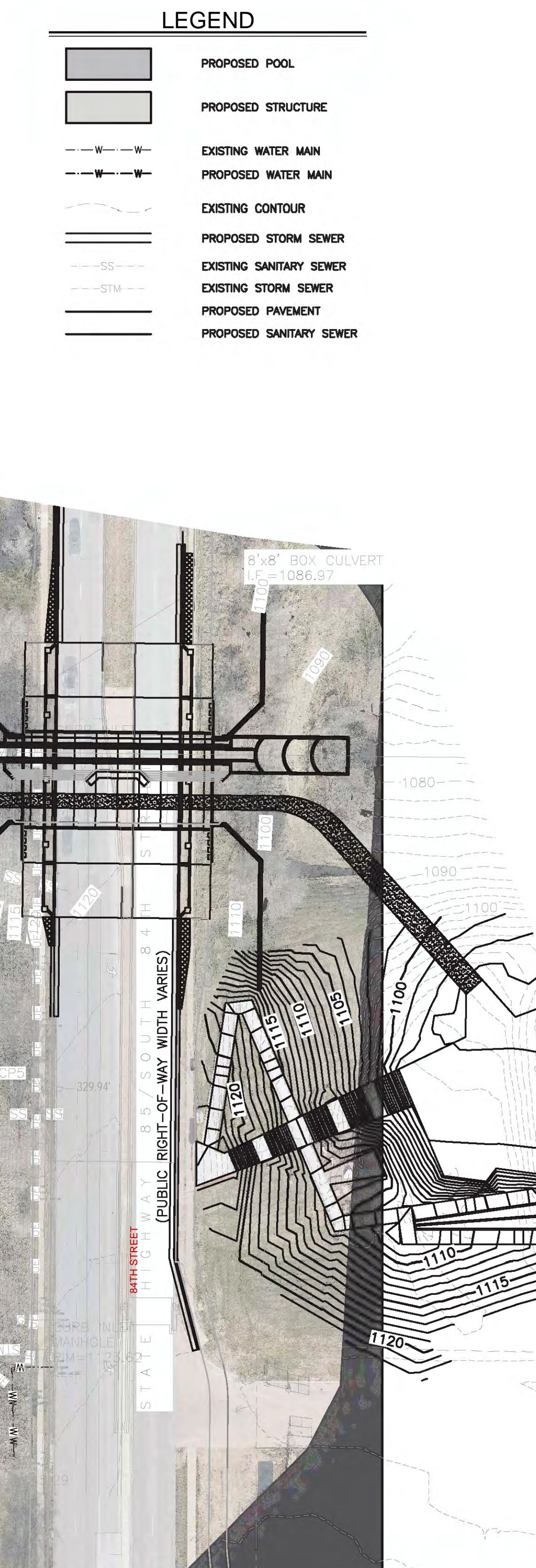
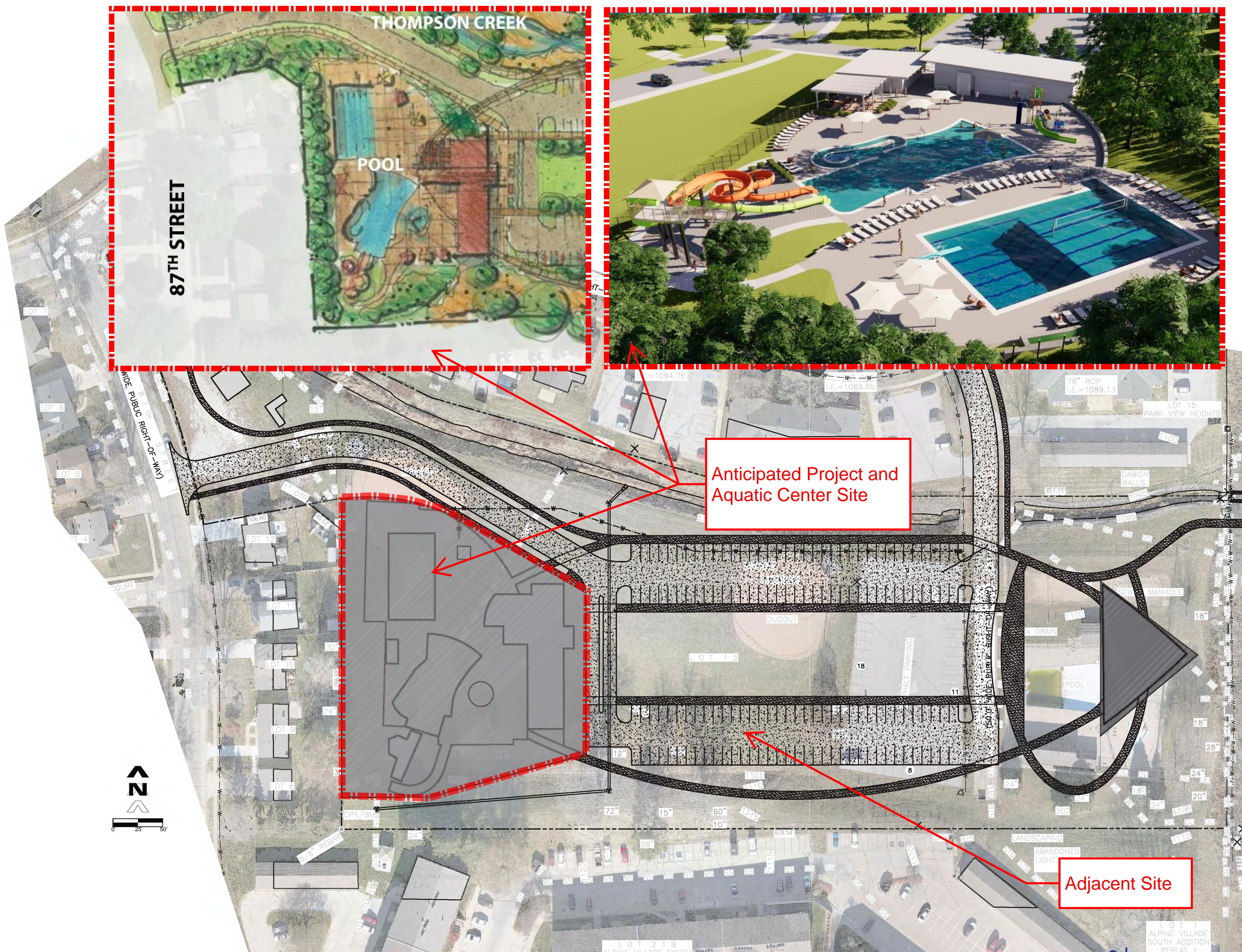
|                                      |                         |
|--------------------------------------|-------------------------|
| Principal Engineer                   | \$185 to \$225 per hour |
| Design Engineer/ Project Manager     | \$125 to \$185 per hour |
| Engineer-in-Training / Intern        | \$100 to \$125 per hour |
| Project Designer/Manager             | \$100 to \$150 per hour |
| Project Designer                     | \$90 to \$130 per hour  |
| Aquatics Planner/ Operations Analyst | \$110 to \$145 per hour |
| Business/Community Development       | \$90 to \$115 per hour  |
| Administrative Assistant             | \$80 to \$100 per hour  |

### 0.02 Expenses

- A. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work. Special project expenses are those that are requested by the Owner for their project, such as renderings, models, testing or other special items. The Owner must authorize any special expense prior to our incurring that expense.
- B. The following items are examples of basic expenses.
  1. Travel costs including airfare, rental vehicles, rental fuel, mileage, and other transportation costs.
  2. Mileage costs are billed at the IRS-approved rate.
  3. Lodging including motel costs and all related taxes.
  4. Meals including tips (no alcohol).
  5. Printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.

### END OF APPENDIX E

# APPENDIX F - AQUATIC CENTER PROJECT AND SITE



thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 [www.td2co.com](http://www.td2co.com)  
dba: TD2 Engineering & Surveying  
NE CA-0199

# Project Name

## Project Location

Client Name

Professional Seal

# PROGRESS PRINT

## NOT TO BE USED FOR CONSTRUCTION

DATE PRINTED: October 6, 2025

Drawn By: RBR      Reviewed By: BPH  
Job No.: 171-429      Date: 10-06-25

# Sheet Title

# Park Layout

Sheet Number

## EX-1

## APPENDIX G - ANTICIPATED PROJECT SCHEDULE

| Milestone                                     | Duration (days) | Tentative Date                    |
|---|-----------------|-----------------------------------|
| Notice to Proceed                             | 0               | Monday, November 3, 2025          |
| <b>Schematic Design Package</b>               | 46              | Friday, December 19, 2025         |
| SD Review                                     | 21              | Friday, January 9, 2026           |
| <b>Design Development Package</b>             | <b>59</b>       | <b>Monday, March 9, 2026</b>      |
| DD Review                                     | 14              | Monday, March 23, 2026            |
| <b>Construction Documents/ Permit Set</b>     | <b>189</b>      | <b>Monday, September 28, 2026</b> |
| 50% CDs                                       | 59              |                                   |
| 50% CD Review                                 | 14              |                                   |
| 90% CDs                                       | 65              |                                   |
| 90% CD Review                                 | 21              |                                   |
| Permit Set                                    | 30              |                                   |
| Permit Review - Comments from City and State  | 46              | Friday, November 13, 2026         |
| <b>Respond to Permitting</b>                  | <b>31</b>       | <b>Monday, December 14, 2026</b>  |
| Final Bid Set                                 | 90              | Sunday, March 14, 2027            |
| <i>Hold for Bidding</i>                       | 90              | <i>Saturday, June 12, 2027</i>    |
| <b>Advertise for Bid</b>                      | <b>1</b>        | <b>Sunday, June 13, 2027</b>      |
| <b>Receive Bids</b>                           | <b>46</b>       | <b>Thursday, July 29, 2027</b>    |
| <b>Award Bid to Contractor</b>                | <b>11</b>       | <b>Tuesday, October 12, 2027</b>  |
| <b>Funds Available for Construction</b>       |                 | <b>Friday, October 1, 2027</b>    |
| Contractor Mobilize/ Pre-Con                  | 13              | Monday, October 25, 2027          |
| Construction Duration/ Substantial Completion | 525             | Monday, April 2, 2029             |
| Punchlist/Final Completion                    | 30              | Wednesday, May 2, 2029            |
| Training/ Grand Opening                       | 23              | Friday, May 25, 2029              |

## APPENDIX H

Resource Projection - La Vista NE Aquatic Center

Date: 10/13/25

## Consultant (2026 Hourly Rates)