

PROPOSAL FOR ENGINEERING SERVICES

to

**The City of Bryant
BRYANT, ARKANSAS**

for

**Bryant Aquatic Center
Envelope and System Studies**

July 17, 2023

5923

Proposed By: Marc White, PE



Batson Inc.
ENGINEERING SOLUTIONS

1300 Brookwood Drive
Little Rock, Arkansas 72202
(501) 664-3311 FAX (501) 664-3344

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Batson Inc. (the Engineer) and WDD Architects (the Architect) propose to provide the City of Bryant (the Client) with mechanical engineering and architectural schematic design services for enclosure and mechanical system modification studies for the Bryant Aquatic Center natatorium, in Bryant, Arkansas.

A. SCOPE OF WORK:

The project scope will consist of the following tasks:

1. Enclosure and Equipment Study
 - a. Architectural
 - i. Consider film, spandrel, re-glazing and awning design options.
 - ii. Discussions with OpenAire regarding available options for upgrades to the existing roofing system.
 - b. Engineering
 - i. Perform cooling load calculations and preliminary mechanical equipment selections for the various architectural enclosure options.
 - ii. Perform preliminary lighting calculations to account for natatorium lighting levels associated with the various enclosure options.
 - iii. Explore mechanical system design options to address pool water temperature, spectator comfort and therapy pool comfort issues expressed by the Client.
 - c. Budgetary Pricing
 - i. Architect and Engineer will work with Baldwin and Shell Construction Company to provide budgetary pricing for the schematic narrative generated as a part of this study.

B. BASE FEE:

1. The total proposed Lum Sum fee is \$31,500.00 to accomplish the scope of work defined in SECTION A.

The Base Fee EXCLUDES:

1. Detailed design, construction documents and construction phase services.

C. TO BE PROVIDED BY THE CLIENT TO THE ENGINEER:

The Client agrees to provide to the Engineer the following information and resources:

1. A primary contact for the Project.
2. Access to the existing facility.

D. ADDITIONAL SERVICES:

1. The Engineer will provide additional (or non-customary services) only if requested and pre-approved in writing by the Client. An engineering services change order form will be provided for signature to authorize additional services.
2. Additional Services are:
 - a. Those services not explicitly stated as scope of work.
 - b. Those services specifically excluded.
 - c. Those services which are non-customary.
3. For items b thru d above, in lieu of the hourly rates, the Client may request Additional Services to be quoted on a Not-to-Exceed basis, provided adequate descriptions of the

changes in project scope and required services are available to allow such pricing.

E. SCHEDULE:

Start: Within one week of receipt of signed agreement.
Completion: Four to six weeks after starting the work.

F. INVOICING:

1. Invoices will be issued by the 15th of the month for work accomplished the previous month.
2. Invoices are payable within forty-five (45) days of the invoice date.

G. ADDITIONAL CLARIFICATIONS:

1. Project Cancellation

In the event the project is canceled or delayed indefinitely the Engineer shall be paid, as set forth in this document, for all services and reimbursable expenses provided as of the date the Engineer receives notification of cancellation or delay.

2. Ownership of Documents

All documents produced for this project shall remain the property of the Engineer until payment for all invoices are received in full. Reuse or modification of any such documents by Client, without The Engineer's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold the Engineer harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through client.

3. Indemnification

Client and The Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and The Engineer, they shall be borne by each party in proportion to its negligence.

4. Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit The Engineer's liability for the Client's damages to the sum of \$ 5,000.00 or The Engineer's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

H. ACKNOWLEDGMENT:

1. This proposal is valid until August 15, 2023. It represents the entire understanding between the Engineer and the Client with respect to the project and may only be modified in writing and subsequently confirmed by means agreeable to both parties.
2. Please sign where indicated below to indicate acceptance of terms of this agreement.
3. If the Engineer does not receive a signed copy of this agreement, but receives verbal instructions or other authorizations from a responsible person of the Client's staff, the Engineer will proceed on the basis that the instructions also indicate approval of all conditions and terms of this Proposal.

Signatures:	
Batson Inc	City of Bryant
<i>Officer Name (print):</i> Marc White	<i>Officer Name (print):</i>
<i>Officer Title:</i> Operating Principal	<i>Officer Title:</i>
<i>Signature:</i>	<i>Signature:</i>
<i>Date:</i> July 17, 2023	<i>Date:</i>