This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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American Council of Engineering Companies

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The Associated General Contractors of America
Quality People. Quality Projects.

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National Society of Professional Engineers
Professional Engineers in Private Practice

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A Practice Division of the
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SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 22 , 2016 ("Effective Date") between

Haysville, KS USD 261 ("Owner") and

Lamp, Rynearson and Associates, Inc. DBA Larkin Aquatics ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

USD 261 Campus High School Natatorium ("Project").

Engineer's Services under this Agreement, and terms and conditions of those Services, are identified in the attached Exhibit A. Conflicts between this Agreement document and Exhibit A will be resolved in favor of Exhibit A. Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within the time period(s) listed in the attached Exhibit A .

C. If the Project includes construction-related professional services, then Engineer's time for completion of services, as per the time period(s) listed in the attached Exhibit A, is conditioned on the time duration for Owner and its contractors to complete construction not exceeding 13 months and a construction completion date of no later than January 31, 2018. If the actual time to complete construction exceeds the number of months or extends beyond the completion date indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted. Engineer's fees are based on a charge rate schedule that is updated on approximately April 1 of each year.

D. This Agreement is valid if acceptance of this Agreement and work authorization for Engineer's services are both received within ninety (90) days from the date of this Agreement. After this deadline, Engineer's scope of services and fees may be re-evaluated.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due upon receipt. If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) computed from the thirtieth day after the date of Engineer's invoice. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

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3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the

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other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

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 ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the ~~"Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition), with revisions by the Engineer, unless the parties agree otherwise.~~ ADS

American Institute of Architects document A201, 2007 Edition, with Supplementary General Conditions prepared by the Architec

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such

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use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer ~~(1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2)~~ agree that Engineer's total liability to Owner under this Agreement shall be limited to ~~$50,000 or the total amount of compensation received by Engineer, whichever is greater.~~ the Engineer's available Professional Liability Insurance Coverage.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. As described in Exhibit A.

7.02 *Additional Services:* Compensation for services outside the scope of this Agreement will be via a negotiated amount.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

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OWNER:	ENGINEER: Lamp, Rynearson & Associates, Inc.
By: _____	By: _____
_____	Andy Smith
Title: _____	Title: Aquatics Group Leader
Date Signed: _____	Date Signed: 7/7/16
	Engineer License or Firm's Certificate Number: CA0130E
	State of: Nebraska
Address for giving notices:	Address for giving notices:
_____	Lamp, Rynearson & Associates, Inc.
_____	14710 West Dodge Road, Ste. 100
_____	Omaha, NE 68154-2027
_____	_____

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EXHIBIT A
Description of Services and Payment Provisions

LARKIN AQUATICS

A division of Lamp Rynearson
9200 Ward Parkway, Suite 200
Kansas City, Missouri 64114
Phone: 816-361-0440
Fax: 816-361-0045
e-mail: info@larkinaquatics.com
website: www.larkinaquatics.com

Exhibit A
Description of Services and
Payment Procedures

June 20, 2016

Jeff Sherrard, AIA, LEED ap
Howard and Helmer Architecture
3500 North Rock Road, Bldg. 500
Wichita, KS 67226

(Sent via email: Jsherrard@howardandhelmer.com)

Re: Professional Engineering Design Services - REVISED
USD 261 Campus High School Natatorium Project
Swimming Pool Design
Haysville, KS

Dear Mr. Sherrard,

We appreciate the opportunity to submit our proposal for Professional Engineering Design Services for the USD 261 Campus High School Natatorium Project in Haysville, Kansas. We understand the scope of your project to consist of:

- The swimming pool layout shall be 8-lane, 25-yard with movable bulkhead expandable to 25 meters. Lanes shall have a minimum width of 7' with extra space on the sides.
- Dive well shall consist of 1-meter diving boards and be separate of 25 yard lanes, but can extend into the 25 meter lanes. Possible exit ledge between boards and spray system.
- There will be a remote control monitoring system (SCADA system via internet).
- Larkin Aquatics shall be responsible for the design of the swimming pool, including:
  - Recirculation system
    - Pumps
    - Supply and return piping
    - Surge/water balance system
    - Automatic water leveling
    - Gutter system
    - Pool Drains

- Water treatment system
    - Filtration system
    - Disinfection system
    - Secondary disinfection – i.e. UV disinfection
    - Filter backwash tank
    - Chemical controller
- Pool boiler/heater system
- Pool subgrade detail and material specifications
- Pool structure (cast-in-place concrete)
- Pool coating specification
- Deck equipment and miscellaneous pool equipment
- Timing system and scoreboard details and specifications
- Pool deck design, drainage and details
- Underwater lighting design, details and specifications
- Power requirements for pool equipment
- Low voltage design, details and specifications
- Chemical comparisons including annualized costs (calcium hypochlorite, sodium hypochlorite and salt)
- Filter system comparison (pressure sand verses regenerative media)
- Surge tank and backwash tank structural design
- In-pool handicap ramp for ADA access

- Production of bid documents specific to the swimming pool and related systems
- Assistance with construction administration

SCOPE OF SERVICES

1. Design Development, Construction Documents and Bidding

- Review existing pool plan
- Coordinate with Owner and Architect the design details, such as:
    - Recirculation equipment and operations including filter system comparisons
    - Disinfection equipment and operations (i.e. chemical comparisons)
    - Daily and seasonal operational procedures
- Code review – City, County, Federal
- Review geotechnical report (report by others)
- Perform hydraulic calculations for piping and recirculation/filtration system; swimming pool
- Prepare pool layout plan, details, and sections
- Prepare mechanical/piping layout and elevations of filtration/recirculation system
- Specify and layout swimming pool heater
    - Coordinate with MEP for gas, electrical and venting design
- Prepare structural plan, sections, and details
- Prepare competition equipment design – i.e. timing system, scoreboard
- Prepare construction details and specifications

- Coordinate mechanical, electrical and plumbing requirements with project sub-consultants (design by others)
- Submit two (2) review document packets
    - The anticipated milestones are 75% and 99%
- Meet with Owner and Architect to review plans at 99% milestone
- Coordinate, as required, with existing utility agencies
- Produce bid ready documents – plans and specifications – to Howard and Helmer
- Attend pre-bid meeting
- Prepare relevant addenda and respond to substitution requests

Estimate Duration.....55-75 business days
Visits for this Task.....2

2. Construction Administration

- Submittal and shop drawing review
- Response to construction RFIs
- Review and certification of pay applications
- Four (4) site visits:
    - Kick-off
    - Two (2) progress meetings
    - Project start-up

Estimate Duration.....100-150 business days
Site Visits for this Task.....4

SCHEDULE

We understand the following is the anticipated schedule provided by Howard and Helmer:

- Design phase to begin in June 2016
- Pricing in November 2016
- Construction to begin in December 2016
- Construction completed in October 2017

SCOPE CLARIFICATIONS

The proposed scope and fee is based on the following assumptions. Should the scope of service have any significant changes, Larkin Aquatics will immediately advise Howard and Helmer of the impact the proposed fee and the schedule. Our assumptions are:

- The power service is adequate and appropriate voltage for new pumps and operational systems
- The sanitary system is adequately sized for filter backwash discharge
- Water service (including meter and backflow preventer) by others
- The designed storm system is adequate for discharging underdrain (subdrainage) plus emptying basins (after dechlorination)

SCOPE OF SERVICES EXCEPTIONS

The following services are NOT included in our scope of work and, if required, will be provided by others."

- Architectural services
- Building mechanical, electrical and plumbing design
- Sanitary sewer design
- Overhead lighting design
- Public address system
- Civil design
- Geotechnical survey
- Topographic and/or boundary survey
- Distribution of bid documents, advertisement of bid, maintain bidders list and issue addenda.
- Attend bid opening
- Full-time construction observation
- Warranty walk-through
- Electrical design of power supply to all pool system devices is by others. This includes, but is not limited to, circuit panel to serve the mechanical room, power supply to all motors and all line voltage devices, motor starters, disconnects, line voltage relays, cabling, and conduit, and bonding per NEC Article 680. Larkin will provide design of low voltage systems only.

In order to perform the above work, Larkin Aquatics proposes the following fees, plus travel expenses:

Competition Pool

Design Development/Construction Documents/Bidding	$ 53,800
Construction Administration	$ 17,700
Total	**$ 71,500**

Additional trips (per visit, plus travel expenses) ..... $ 1,300

Should you have any questions, please do not hesitate to contact us at (816) 361-0440.

Sincerely,

Andrew D. Smith, P.E.
Principal-in-Charge

Kyle A. McCawley, P.E.
Project Manager