



Counselman · Hunsaker

AQUATICS FOR LIFE

BUSINESS MODEL / OPERATIONS STUDY AGREEMENT

THIS AGREEMENT made and entered into at St. Louis, Missouri this 11th day of August 2022 by and between **KRH ARCHITECTS** hereinafter referred to as "the Client" and COUNCILMAN-HUNSAKER., a Missouri corporation, doing business at 10733 Sunset Office Drive, Suite 400, St. Louis, Missouri 63127-1018, hereinafter referred to as "the Consultant".

WHEREAS, the **Client**, is undertaking an Operational Cost Analysis for the proposed indoor 50-meter aquatic facility and multi-purpose swimming pool located in Dalton, Georgia and,

WHEREAS, the Consultant is a consultant in the field of aquatic facility complex planning and design, and

WHEREAS, the **Client**, is desirous of retaining the Consultant as its independent contractor for purposes of planning the aquatic facility.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

I. SERVICES: The **Client**, hereby retains the Consultant as its aquatic facility planning and design consultant for the proposed project. The scope of the Consultant's services are:

1. **NEEDS ANALYSIS**:

- A. Meet with the steering committee to analyze needs and determine objectives. The Consultant will conduct individual interviews as necessary with, for example, local education administrators and/or athletic directors, chamber of commerce representatives, business leaders, private and public recreation providers, health professionals, competitive swim groups, swim coaches, instructors, activity programmers, youth and seniors groups, and others if requested in order to ascertain existing levels of service and the perceived needs of various user groups in the community. A matrix of programming priorities will be developed and discussed to prioritize programming and the operational model.
- B. Conduct research and compile demographic information necessary to appropriately evaluate the proposed facility, including population, age distribution, income, weather analysis and economic considerations.

2. **OPERATIONAL COST ANALYSIS**:

- A. The Consultant will prepare an Operational Cost Analysis that will develop an opinion of operations protocol for the proposed aquatic facility. The following will be researched and analyzed and a final presentation to the project committee outlining the methods and results of the study will be made.

1. Operational data including attendance levels and trends, visitor mix, per capita expenditures, revenue, operating expenses, net operating income and net income after capital costs.
2. Proposed marketing strategies, pricing policies and sponsorship efforts.
3. Analysis of market penetration and compilation of demographic trends in the market area, including population levels and trends, incomes, age distribution and ethnic composition based on the Consultant's demographic data bank.
4. A review of local school year schedules.
5. A review of competing aquatic facilities in the market area.
6. Partnership types and operating strategies
7. Projections of attendance potential.
8. Projections of design level attendance figures and required capacity requirements.
9. Projections of aquatic facility operational expenses including, personnel, chemical demand, operating supplies, maintenance and repair, utility demand, marketing, food and beverage and retail.
10. Projections of financial performance
11. Preliminary estimates of warranted investment levels based on projected net operating income.

II. DRAWINGS: All of the reports, drawings and specifications prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies of the reports, drawings and specifications.

III. DELIVERABLES:

1. Base Deliverables (included in lump sum listed under IV. FEES):
 - i. Copy of all presentations in PDF format and graphics for Owner use that detail the process and findings for the feasibility study.
 1. Kickoff Presentation
 2. Options Presentation
 3. Final Presentation
 4. Final report

IV. FEES: The Consultant's fee shall be a lump sum of \$14,750.00 including two (2) site visits. Reimbursable travel expenses will not exceed \$2,400.00 and will be billed at cost.

The Consultant shall submit monthly statements of basic and additional services and for reimbursable expenses incurred, based upon the Consultant's hourly rate schedule for services completed at the time of billing. Reimbursable expenses shall include qualifying travel expenses at cost (not to exceed \$1,200.00 per trip for up to two trips).

The Client shall make payment within thirty (30) days after receipt of invoice from Councilman-Hunsaker. Consultant may, after giving seven (7) days written notice to the Client, suspend services until payment is made in full of all past due invoices for this project.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Councilman-Hunsaker and Councilman-Hunsaker's officers, directors, partners, employees, agents and Councilman-Hunsaker's consultants, and any of them, to Client and

anyone claiming by, through or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the conclusions and recommendations expressed in the study shall not exceed the total compensation received by Counsilman-Hunsaker under this Agreement.

V. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal	\$285.00/hour
Director	\$250.00/hour
Project Manager	\$220.00/hour
Project Engineer/Architect	\$185.00/hour
Design Associate	\$155.00/hour
Administrative	\$90.00/hour
Site Visit	\$1,800.00 /day *

* Excluding travel expenses (to be billed at cost with a not to exceed of \$1,200.00 per trip)

VI. TERMINATION: Each party agrees that upon the occurrence of a material breach or default of the other under the terms of this Agreement, it shall provide written notice of such default to the other. Such written notification given by the party shall specifically state the material breach or default under the terms of this Agreement. The notified party shall have thirty (30) days after such notice is given to remedy the specific breach or default. Upon the failure by the defaulting party to cure the specified breach or default within the allotted time, or recurrence of the same breach within thirty (30) days after its initial cure, the other party shall have the right to terminate this Agreement except with respect to any liabilities or obligations which, under the terms of this Agreement are to survive its termination.

VII. SCHEDULE OF WORK: The Consultant shall execute all of the tasks listed above within 60 calendar days of receipt of a signed agreement and authorization to proceed. Review periods by the Client, or other extensions not caused by the Consultant, will be added to the 60 calendar days.

VIII. ENTIRE AGREEMENT: This agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between this Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will be controlling.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:

COUNSILMAN-HUNSAKER
BY: _____
George Deines – Studio Director

KRH ARCHITECTS
BY: _____

Date: _____

Date: _____

Contact Information:

Kenneth R Harless, AIA
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