



**Counsleman Hunsaker**  
AQUATICS FOR LIFE

## OPERATIONAL AUDIT AGREEMENT

THIS AGREEMENT is made and entered into at St. Louis, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF PIPESTONE**, hereinafter referred to as the "**Client**" and **COUNSILMAN-HUNSAKER & ASSOCIATES, INC.**, a Missouri corporation, doing business at 12851 Manchester, Suite 120, St. Louis, Missouri 63131, hereinafter referred to as the "**Consultant**".

WHEREAS, the Client is undertaking an Operational Audit for an aquatic center at **PIPESTONE FAMILY AQUATIC CENTER**, located in **PIPESTONE, MINNESOTA** hereinafter referred to as the "**Project**" and,

WHEREAS, the Consultant is a consultant in the field of swimming pool planning and operations, and

WHEREAS, the Client desires to retain the Consultant as its independent contractor for purposes of evaluating the existing aquatic center, and

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 swimming pool engineering consultant for the proposed project. The scope of the Consultant's services are:

Task 1. Risk Assessment and Zone Evaluation (One (1) Site Visit)

A. Risk Assessment

1. Consultant shall complete a risk assessment review of the aquatic facility and associated services. The review will include but is not limited to:
  - a. Lifeguard operations
  - b. Entrance booths/areas, concessions
  - c. Aquatic restrooms and locker room areas
  - d. Pools and mechanical areas
  - e. Aquatic attractions
  - f. Pool deck areas
  - g. Deck equipment
  - h. Aquatic operations
  - i. Maintenance operations
  - j. Inspections/daily/weekly/monthly checklists
2. Consultant shall provide a risk assessment report following the review.
3. Consultant shall review planned changes in response to items identified in the risk assessment report and provide feedback.

B. Lifeguard Zone Evaluation and Documentation

1. The Consultant shall administer up to six (6) American Red Cross Zone Verification Drills to confirm the current Staffing Plans at the Project. The Consultant shall:
  - a. Conduct Visibility Drills for each lifeguard station utilizing Aquaconscience ANGELS devices with at least three lifeguards.
  - b. Perform Lifeguard Station Response Time Testing for each station with at least three lifeguards.
  - c. Provide documentation forms for the Owner to perform Live Recognition Drills throughout the swim season.
2. The Consultant shall provide documentation of each Zone Evaluation drill conducted for inclusion in the Owner's Safety Plan.

- II. EXCLUSIONS: The Consultant excludes the extensive and likely invasive examinations listed below. Extensive analysis of these areas of concern shall be authorized by the Client as an additional service and completed by other Consultants specializing in these disciplines.

- A. Structural analysis of pool shell(s).
- B. Determining causes of identified water loss.
- C. Geotechnical testing and analysis at the site.
- D. Determining water table elevations at the site.
- E. Locating aquifers at the site.
- F. Locating electrical currents and their sources at and around the pool(s).
- G. Equipotential bonding and grounding of the pool(s).

- III. 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.

- IV. FEES: The Consultant's fee shall be a lump sum of **\$9,000** including **one (1)** site visit. Reimbursable travel expenses are included in this lump.

The Consultant shall submit monthly statements of basic and additional services and for any reimbursable expenses incurred as a result of additional services, based upon the Consultant's hourly rate schedule for services completed at the time of billing. Reimbursable expenses shall include qualifying travel expenses, postage, express mailings, printing expenses for copies in excess of 10 of the final report and 5 draft copies, and any artwork desired, such as renderings that might be used in community publicity. Telephone and fax service are included in the basic fee.

The Client shall make payment within thirty (30) days after receipt of the invoice from The Consultant. If Client fails to make any payment due Consultant for services and expenses within forty-five (45) days after the invoice date, interest will begin to accrue from the date of the invoice at the rate of 1.5% per month. 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 The Consultant and The Consultant's officers, directors, partners, employees, agents and The Consultant'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 Audit shall not exceed the total compensation received by The Consultant 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

- 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 120 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 120 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  
& ASSOCIATES, INC.

City of Pipestone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
CH Team Member & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Client Information:  
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