City of Angleton, Texas
Angleton Better Living Corporation
Regular Meeting
Monday, January 25, 2016
5:30 p.m.

The Angleton Better Living Corporation for the City of Angleton, Texas, will conduct its Regular Meeting at 5:30 p.m. on Monday, January 25, 2016, in the Council Chambers at 120 S. Chenango, Angleton, Texas for the following:

1. Declaration of Quorum and Call to Order.

2. Discussion and Possible Action on Approving the Minutes from the November 23, 2015 meeting.

3. Discussion and Possible Action on approval of the Holiday Closure Calendar for the Angleton Recreation Center's 2016 calendar year.

4. Discussion and Possible Action on approval of fees for engineering services provided by Waterscape Consultants for the Angleton Recreation Center's natatorium renovations.

5. Adjourn.

In compliance with the Americans with Disabilities Act, the City of Angleton will provide for reasonable accommodations for persons attending Angleton Better Living Corporation meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Shelly Deisher, City Secretary, at 979-849-4364, extension 2115.

CERTIFICATION

I certify that copies of this agenda of items to be considered by the Angleton Better Living Corporation were posted in the following locations:

City Hall Bulletin Board: Date: _____ Time: _____

City of Angleton Website: Date: _____ Time: _____

_____
Alyssa Deaton, Assistant City Secretary

Angleton Better Living Corporation Meeting

City of Angleton, Texas
Meeting Minutes
Monday, November 23, 2015

MEMBERS & STAFF

Randy Rhyne – Chairman
George Rau – Board Member
Chris Peltier – Board Member
Bonnie Church – Board Member
Dr. William Jackson – Board Member (ABSENT)
Charlyn Rogers – Board Member

Michael Stoldt – City Manager
Patti Worfe – Asst. City Manager/Eco Dev. Director
Will Blackstock – Parks & Recreation Director
Alyssa Deaton – Asst. City Secretary, ABLC Secretary

AGENDA

1. Declaration of Quorum and Call to Order at **5:39 pm**.

2. Discussion and Possible Action on Approving the Minutes from the July 27, 2015 meeting.

   Motion by Board Member Peltier to approve the minutes;
   Second by Board Member Rau.

   Motion carries 4 for; 0 against; 2 absent (Jackson, Rogers)

3. Discussion and Possible Action on selecting an engineering firm for the Angleton Rec Center Natatorium renovations.

   Parks & Recreation Director, Will Blackstock explained that he provided the Board Members with Waterscape Consultants, Inc. qualifications statement.

   Will Blackstock: They are a very well qualified firm for what we're looking at doing. They deal strictly with swimming pools and water amenities. I checked references in Houston, Beaumont, Euless, Ft. Bend County; everybody I talked to had great things to say about them and I think they're going to be the right company for what we need over there.

Michael Stoldt: At this point, all you're doing is appointing them as the engineering firm. They'll have to come back to you with what their services will cost. Once they design the improvements, of course that goes out for competitive bid, then those come back to you to award a bid.

Will Blackstock explained what repairs will be done to the Rec Center Natatorium.

Motion by Board Member Rau to select Waterscape Consultants, Inc. as the engineering firm for the Angleton Rec Center Natatorium renovations;
Second by Board Member Church.

Motion carries 4 for; 0 against; 2 absent (Jackson, Rogers)

4. Presentation and Discussion on Financial Update.

***Charlyn Rogers arrived at 5:45 pm.**

Michael Stoldt, City Manager, reviewed the finances for the ABLC budget. Items discussed: Sales Tax History, Revenues, Expenditures – including the amount budgeted for the Rec. Center Natatorium repairs. He stated that ABLC had strong revenues for the 2014/2015 Fiscal Year and ended with a healthy reserve.

Board Members and Michael Stoldt, City Manager, discussed the possibility for future projects and improvements.

5. Adjourned at **6:25 pm**.

CERTIFICATION

Randy Rhyne, ABLC Chairman

Alyssa Deaton, Asst. City Secretary

ABLC
AGENDA ITEM
Meeting Date: January 25, 2016

SUBJECT: Approval of the holiday closure calendar for the Angleton Recreation Center's 2016 calendar year

___ Consent item
_x_ Discussion and possible action
__ Discussion item
___ Public Hearing

REQUESTED BY: Will Blackstock, Parks & Recreation Director

Attachments: proposed holiday calendar

Executive Summary: The Angleton Recreation Center is open on many of the official City Holidays, and because we strive to always have a full-time manager on duty it is necessary to adjust our schedules from the normal city holidays. Attached is the proposed calendar noting which days we will be closed and who will be the manager on duty for the days that we are open on City Holidays.

Recommendation:

Staff recommends that the ABLC accept and approve this calendar.

Will Blackstock — **January 13, 2016**

Name — **Date**

2016 Recreation Center Holiday Hours and Closures

Fri, January 1, 2015	New Years Day	Center Closed	
Mon, January 18, 2016	Martin Luther King Day	Full Time Employee off (Regular hours)	KP - work OFF – 1/14
Mon, February 15, 2016	Presidents Day	Full Time Employee off (Regular hours)	EB - work OFF – 2/18
Wed, March 2, 2016	Texas Independence Day	Full Time Employee off (Regular hours)	WB - work OFF – 3/4
Fri, March 25, 2016	Good Friday	Full Time Employee off Center hours: 5 am – 5 pm	GG - work OFF – 3/29
Sun, March 27. 2016	Easter Sunday	Center Closed	
Mon, May 30, 2016	Memorial Day	Full Time Employee off Center Hours: 8 am – 9pm	AM - work OFF – 6/1
Fri, June 3, 2016	AHS Graduation	Center Hours: 5 am – 5 pm	
Mon, July 4, 2016	Independence Day	Full Time Employee off Center Hours: 5 am – 5 pm	AM - work OFF – 7/6
Mon, September 5, 2016	Labor Day	Full Time Employees off Center Hours: 8 am – 9 pm	LS - work OFF – 9/1
Fri, November 11, 2016	Veteran's Day	Full Time Employee off Regular hours	KP - work OFF – 11/14
Wed, November 23, 2016	Day before Thanksgiving	Center Hours: 5am – 5 pm	
Thur, November 24, 2016	Thanksgiving	Center Closed	
Fri, November 25, 2016	Day after Thanksgiving	Full Time Employees Off Center Hours: 8 am – 9 pm	EB - work OFF – 11/23
Fri, December 23, 2016	Christmas Holiday	Full Time Employees Off Center Hours: 5am – 5 pm	GG - work OFF – 12/27
Sat, December 24, 2016	Christmas Eve	Center Closed	
Sun, December 25, 2016	Christmas	Center Closed	
Mon, December 26, 2016	Christmas Holiday	Full Time Employees Off Center Hours: 8 am – 9 pm	LS - work OFF – 12/22
Sat, December 31, 2016	New Year's Eve	Center Closed	

ABLC
AGENDA ITEM
Meeting Date: January 25, 2016

SUBJECT: Approval of Fees for Engineering Services provided by Waterscape Consultants for the Angleton Recreation Center's Natatorium Renovations

___ Consent item
_x_ Discussion and possible action
__ Discussion item
___ Public Hearing

REQUESTED BY: Will Blackstock, Parks & Recreation Director

Attachments: Proposed Engineering Fees for Waterscape Consultants

Executive Summary: Waterscape Consultants was recently selected to be the engineering firm to handle the ARC Natatorium Renovations. In accordance with state law we had to select the most qualified firm and then negotiate pricing.

Recommendation:

Staff recommends that the ABLC approve the attached fee schedule for Waterscape Consultants engineering/design work

Will Blackstock **January 13, 2016**

Name **Date**

waterscape
CONSULTANTS, INC
VISUAL AND RECREATIONAL WATER AMENITIES

January 20, 2016

Mr. Will Blackstock
Director of Parks and Recreation
City of Angleton
1601 North Valderas
Angleton, Texas 77515

Re: Angleton Recreation Center, Aquatics Facility - Angleton, Texas
Professional Services Proposal

Dear Mr. Blackstock;

Waterscape Consultants, Inc. is pleased to submit this proposal to provide engineering services to renovate the existing Aquatic Facilities located at the Angleton Recreation Center in Angleton, Texas.

PROJECT DESCRIPTION

The existing aquatics facility includes a hydrotherapy spa, zero depth entry area, interactive play elements, lazy river, water slides, and lap swim areas. The aquatics facility is located entirely within a natatorium.

In general, this proposal covers engineering and construction administration services to resolve a number of issues with the existing systems. A detailed list of these issues was previously presented in our report dated December 2, 2014. All design work associated with the pools and proposed herein will be in compliance with the current Federal, State, and Local regulations and codes. This Proposal does not include any Work associated with building structures or services, parking facilities, landscaping, or other items not specifically associated with the Aquatic Facility and its attendant systems. This proposal is based on your Request for Proposal via email dated December 11, 2015.

SCOPE OF WORK

1. Circulation systems
2. Filtration and sterilization systems
3. Water level controls and water supply connections
4. Pool drainage and overflow systems
5. Pool structures, finishes, and waterproofing
6. Water features, slides, and other play elements
7. Deck, access, and lighting
8. Competition and recreation considerations
9. Life, safety, and health considerations

SCOPE OF SERVICES

A. SCHEMATIC DESIGN PHASE

10801 Hammerly Blvd., Suite 222
Houston, Texas 77043

Ph: 713-532-2007 Fax: 713-532-2007
www.waterscapeconsultants.com

1. Evaluate other proposed work within the project boundaries which may affect the proposed aquatics facilities and provide recommendations on relevant issues.
2. Based on initial input from Owner, develop preliminary layouts and conceptual designs for scoping and budgeting.
3. Submit preliminary layouts along with cut sheets, elevation views, and other planning information to Owner as required to ensure understanding of final scope and program.
4. Coordinate with City Staff on all aspects of proposed Work and, if necessary, participate in one (1) Citizen meeting in Angleton to discuss project and gather local input.

B. DESIGN DEVELOPMENT PHASE

1. Perform calculations and design work as necessary for final layout and planning of the proposed scope of work.
2. Coordinate with Owner in refining construction details.
3. Prepare Design Development level plans, details, and specifications for proposed scope of work.
4. Prepare an Opinion of Probable Construction Cost for the proposed scope of work.
5. Submit Preliminary Documents including plans, equipment cut sheets, renderings, and probable costs for review and approval.

C. CONSTRUCTION DOCUMENT PHASE

1. Revise design and details as necessary to conform to comments and coordination issues noted during the Design Development Phase.
2. Provide engineering services including calculations and analysis as necessary to design the proposed scope of work as well as coordination with the adjacent architectural items.
3. Produce complete construction documents (plans and specifications) for the proposed scope of work.
4. Confer with Owner as necessary to ensure documents are properly coordinated.
5. Produce final Bid and Construction Documents and coordinate separate packages if necessary to permit phased construction or multiple Contractors.
6. Issue reproducible signed and sealed documents for bidding and construction.

D. BID PHASE

1. Assist Owner with preparation and issuance of Bid Documents and provide engineering services required for bid addenda, bid evaluation and negotiations, and supplemental information and plan modifications.

E. CONSTRUCTION OBSERVATION PHASE

1. Provide four (4) site observation and inspection visits to observe and comment on the work progress. A written and photographic summary of each site visit will be prepared and submitted within 5 days of the site visit.
2. Upon request, attend site meetings. Site meetings which do not coincide with site visits will be Extra Services per Addenda A.
3. Review Contractor's submittals solely to determine conformance with the design concept and compliance with the contract documents. Review and acceptance of any submittal

will not relieve the Contractor from his responsibility to construct the project in accordance with the design intent and to the complete satisfaction of the Client.

4. Respond to Contractor Requests for Information and Proposals. Prepare clarifications and addendums as necessary.
5. Provide a final site visit to prepare a punch list of items not in compliance with Construction Documents, observe start up and commissioning of facilities, and confer with Owner on recommended operation and maintenance procedures.

F. Post CONSTRUCTION PHASE

1. Provide required certification documents for the aquatics facilities.
2. Provide a follow up site visit prior to construction warranty expiration to note any issues which require correction.

FEES

Our fees for the Work proposed herein will be based on our Standard Hourly Rates with a Guaranteed Maximum Fee of $45,000.00.

Please refer to the attached Addenda for information concerning Standard Provisions, Hourly Rates, and Charges for Reimbursable Expenses which apply to this Proposal.

We appreciate this opportunity to propose our services to you and look forward to working on this project. If you have any questions, please contact our office. Please indicate acceptance of this proposal by executing the spaces provided and returning the original to our office.

Sincerely,

Harry Beckwith III, P.E.
Principal

enclosures (3)

City of Angleton

_____
Name / Title

_____
Signature

_____
Date

F:\PROJECTS\2014\2014-403\PROPOSE\PROP-02.DOC

10801 Hammerly Blvd., Suite 222
Houston, Texas 77043

Ph: 713-532-2007 Fax: 713-532-2007
www.waterscapeconsultants.com

waterscape CONSULTANTS, INC
VISUAL AND RECREATIONAL WATER AMENITIES

ADDENDUM A

Standard Provisions

Effective 1/1/2014

The following Standard Provisions will apply to Proposal unless noted otherwise in Proposal:

A. Definitions
   1. CONSULTANT - Waterscape Consultants, Inc.
   2. CLIENT - entity for whom the CONSULTANT is performing the proposed services.
   3. OWNER - entity who owns the site and improvements affected by the proposed work.
B. Upon execution of Agreement, CONSULTANT shall be furnished with any existing Architectural and Engineering documentation which may affect the proposed work. Failure to supply CONSULTANT with requested documents in a timely manner will justify appropriate time extensions for deliverables.
C. This Agreement shall be governed and interpreted in accordance with the Laws of the State of Texas and the United States of America and venue for any disputes shall be in the Courts of Harris County, Texas.
D. No Services which are not specifically noted in the Proposal are included in the Proposal. No Construction or Construction Management services implied or not in the wording of the Proposal are included in the Proposal.
E. Any services not specified in the Proposal will be billed in accordance with the CONSULTANT's Standard Hourly Rates as extra services. Any work required to revise plans and specifications due to changes required by CLIENT after initiation of Construction Document Phase will be billed as extra services.
F. All direct non-labor expenses incurred by CONSULTANT in connection with the proposed work will be reimbursed in accordance with the CONSULTANT's Standard Charges for Reimbursable Expenses.
G. Invoices for all services will be submitted on a monthly basis in accordance with the CONSULTANT's records of work completed. Payments not received within 30 days of the invoice date may accrue a 1.5% service charge per month thereafter. CONSULTANT is not a contingent party in this Project and will be paid in full for all services rendered. Any and all legal and collection costs, including fees, expenses, and commissions, incurred by CONSULTANT pursuant to collection of Invoices submitted for Work performed by CONSULTANT for CLIENT shall be reimbursed to CONSULTANT by CLIENT.
H. If not approved and executed before, the Proposal will be void 90 days from issue date.
I. Document Ownership:
   1. All calculations, reports, documents, plans, specifications, and other material developed by the CONSULTANT for the proposed work will remain the property of CONSULTANT.
   2. Documents, plans, and specifications prepared by the CONSULTANT for the proposed work are provided only as a visual and descriptive representation of the proposed work.
   3. Use of the information presented in the documents, plans, and specifications is granted to the OWNER by the CONSULTANT for the express purpose of constructing the work depicted and described at the location indicated in the document and specification Title Pages and the plan Title Blocks. Use of the documents, plans, and specifications for constructing work at other locations is expressly prohibited. The CONSULTANT will not be liable for the use of any information contained in the documents, plans, and specifications at other locations, for other projects, and for other CLIENTS or OWNERS.
J. The CONSULTANT makes no warranty, either expressed or implied, as to the CONSULTANT's findings, recommendations, plans, specifications, or professional advice. The CONSULTANT will, during the term in which the Proposal is in effect, endeavor to perform the proposed services in accordance with generally accepted standards of practice in effect at the time of performance. The CONSULTANT's proposal and subsequent agreement for services includes a Waiver for Consequential Damages which covers any expenses (direct or indirect) attributable to the CONSULTANT. In any event, the CONSULTANT's limit of liability shall not exceed the total fees paid to the CONSULTANT by the CLIENT.
K. CONSULTANT does not control labor, material, and equipment costs or services furnished by others. Opinions of probable construction, operation, and maintenance costs shall be made on the basis of CONSULTANT'S experience. The CONSULTANT does not guarantee that actual costs will not vary from its opinions.
L. The CONSULTANT is not responsible for job site safety and is not responsible for the construction means and methods used to perform the work described in any document issued by the CONSULTANT.
M. By executing Proposal, CLIENT confirms that neither CONSULTANT nor any of CONSULTANT's subconsultants or subcontractors has offered any FIDUCIARY SERVICES to CLIENT or OWNER and no fiduciary responsibility shall be owed to CLIENT or OWNER by CONSULTANT or any of CONSULTANT's subconsultants or subcontractors, as a consequence of CONSULTANT entering into an agreement with CLIENT.
N. Agreement between CLIENT and CONSULTANT may be terminated, with or without cause, by either Party upon written notice delivered by USPS certified mail by either Party to the other Party. Payment for all services performed and expenses incurred by CONSULTANT until date of receipt of termination shall be due from CLIENT to CONSULTANT within 30 days of notice of termination.

waterscape CONSULTANTS, INC
VISUAL AND RECREATIONAL WATER AMENITIES

ADDENDUM B

Standard Hourly Rates

Effective 1/1/14

The following are our standard hourly rates.

Employee Title	Hourly Rate
Principal	$ 200.00
Project Manager	$ 150.00
Project Engineer	$ 125.00
Engineer	$ 100.00
Construction Administrator	$ 100.00
Engineering Technician	$ 90.00
Administrative	$ 45.00

Hourly rates include all employee pay, benefits, taxes, insurance, business overhead, and other expenses. There will be no additional charges for use of in house or contract employees, except those associated with an outside Consultant as specified in Addendum C. Travel time will be invoiced at the normal hourly rate. There is no additional charge for computer time. There is no additional charge for overtime, unless a modification to the scope of work or the production schedule warrants such charges. All time spent on a project by an individual will be rounded up to the nearest 1/2 hour. All time incurred as Expert Witness including document review, report preparation, and trial preparation will be at 150% of base rates. All time incurred in deposition and trial attendance will be at 200% of base rates.

D:\COMPINFO\2014HRLYRATE.DOC

10801 Hammerly Blvd., Ste. 222
Houston, Texas 77043
P: 713-532-2007 F: 713-532-2007
www.waterscapeconsultants.com

waterscape CONSULTANTS, INC
VISUAL AND RECREATIONAL WATER AMENITIES

ADDENDUM C

Standard Charges for Reimbursable Expenses

Effective 1/1/14

The following are the standard charges for in-house non-labor expenses:

Expense Item	Standard Charge
Mileage	$ 0.55 per mile
Plotting (any size bond or vellum)	$ 10.00 per plot page
Large Format reproduction (any size)	$ 20.00 per page
Black and White Xerographic reproduction	$ 0.10 per page
Color Xerographic reproduction	$ 1.00 per page

Unless noted otherwise in the proposal, all plotting and reproduction costs for internal check prints are included in the base fees. Unless noted otherwise in the proposal, two reproducible plots of each sheet of a drawing package and one complete set of specifications for an individual project are included in the base fees for Owner or Project Team review. Typically, this includes one set of documents for preliminary coordination and design review (50% to 75% completion of documents) and one set of documents to be issued for final review prior to issuance for bidding and construction (95% completion). One final set of documents including a reproducible signed and sealed plot of each sheet of a drawing package and one complete set of specifications will be issued to the Client for Bid and Construction issuance. Mylar plots are an additional expense and will be invoiced at the cost noted above. Bluelines and additional copies of specifications are an additional expense and will be invoiced at the cost noted above. Additional sets of documents which are requested by the Owner, Project Team, and Contractors will be invoiced to the Client in accordance with the charges listed above.

Unless noted otherwise in the Proposal, all other non-labor costs incurred by Waterscape Consultants including, but not limited to, travel, delivery, rentals, photographic processing, reproduction services, and expendable materials will be invoiced at cost. Unless noted otherwise in the Proposal, all costs for outside Consultants incurred by Waterscape Consultants including, but not limited to, Architects, Engineers, Graphics Designers, Artists, Programmers, and Laboratory services will be invoiced at cost. Waterscape Consultants will, project schedule permitting, notify Client in writing prior to engaging outside Consultants.

D:\COMPINFO\2013CHARGES.DOC

10801 Hammerly Blvd., Ste. 222
Houston, Texas 77043
P: 713-532-2007 F: 713-532-2007
www.waterscapeconsultants.com