



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Bill Mayer • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Bryon Gutow

**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET**

**Special Board Meeting
Thursday, May 9, 2019**

6:00 P.M. Special Board Meeting

**Community Center
1601 Discovery Bay Boulevard**



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Gold-Level of Governance



President – Bill Mayer • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Bryon Gutow

**NOTICE OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY**

Thursday May 9, 2019

SPECIAL MEETING 6:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

SPECIAL MEETING 6:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 6:00 p.m.
2. Pledge of Allegiance.
3. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration by filling out a comment form. The public will be called to comment in the order the comment forms are received. Any person wishing to speak must come up and speak from the podium and will have 3 minutes to make their comment. There is a device on the podium with a green, yellow, and red light. The yellow light will come on 30 seconds before the end of the 3 minutes. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the view point of the Directors.

C. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action Regarding Community Center Pool Options/Design.

D. FUTURE AGENDA ITEMS

E. ADJOURNMENT

1. Adjourn to the next regular meeting of May 15, 2019 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

May 9, 2019

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and Possible Action Regarding Community Center Pool Options/Design.

Recommended Action

Staff is looking for direction to either 1) Eliminate or continue to renovate the existing pool, or 2) enter into an agreement with Terracon Consultants based on their proposal, plus a 15% contingency, to design a large L-shaped six-lane competitive pool known as option #3, and authorize the General Manager to execute all documents in connection therewith.

Executive Summary

At the regular Board meeting held on April 3, 2019, a presentation was provided by staff regarding the Community Center pool. Three options were detailed along with the estimated costs for a small, medium and large L-shaped six-lane competitive pool. The Board was presented with recommendations that if a new pool were to be built, the Park and Recreation Committee recommends the large L-shaped pool (option #3), and the Finance Committee recommends a 10-year financing loan from Wastewater. The following alternatives were raised: eliminate or refurbish the current pool or build a new pool. Staff was directed to obtain bid/scope of work proposals from pool design companies, present the proposals to the Park and Recreation Committee, then return to the Board with the Committee's recommendation.

Scope of Work proposals were obtained from the following companies:

1) Terracon Consultants, Inc.	\$52,500.00	Walnut Creek, California
2) Aquatic Design Group	\$65,000.00	Carlsbad, California
3) Arch Pac, Aquatics LLC	\$70,000.00	Vista, California

All three pool design company proposals were considered at the May 1, 2019 Park and Recreation Committee meeting. The recommendation of the Park and Recreation Committee is that if a pool design were to proceed, the Terracon Consultants' proposal should be selected. The Terracon Consultants' proposal is preferred based on being the least expensive; it includes more relevant design services; the company has already conducted a site survey and Geotech report; and the company is local.

Staff is looking for direction to either 1) eliminate or continue renovation with the existing pool or 2) to authorize the General Manager to enter into an agreement with a pool design company for the design of a large L-shaped six-lane pool known as option #3.

Previous Relevant Board Actions for This Item

Regular Board Meeting on April 3, 2019.

Attachments

Terracon Proposal.
Aquatic Design Group Proposal.
Arch Pac, Aquatics LLC Proposal.

AGENDA ITEM: C-1

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated N/A, Agreement reference number PBE186102) is between Town of Discovery Bay CA ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

See attached document for scope of services.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

See attached document for compensation.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: *Matt Cappello* Date: **4/12/2019**
Name/Title: **Matthew Cappello / Senior Engineer**
Address: **1981 N Broadway, Ste 385**
Walnut Creek, CA 94596-8214
Phone: **(925) 464-4600** Fax: **(925) 464-4601**
Email: **Matt.Cappello@terracon.com**

Client: **Town of Discovery Bay CA**
By: _____ Date: _____
Name/Title: **Mike Davies /**
Address: **1800 Willow Lake Road**
Discovery Bay, CA 94505
Phone: **(925) 634-1131** Fax: _____
Email: **mdavies@todb.ca.gov**



April 15, 2019

Mike Davies
General Manager
Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505

Telephone: 925.634.1131
Email: mdavies@todb.ca.gov

SUBJECT: Town of Discovery Bay Community Center Pool
PROPOSAL NUMBER: PBE186102 – Supplemental Change Order #1

Thank you for the opportunity to present our fee proposal for the Aquatic Design and Swimming Pool Engineering Services. This proposal outlines our understanding of the project, our proposed scope of services, and provides a fee for our services. This proposal is valid for thirty (30) days.

If accepted, the Client (Town of Discovery Bay) retains the Consultant (TERRACON), for services for the outlined project in this proposal for a design-bid-build delivery method. This project shall be designed in conformance to the Local Health Code and the Model Aquatic Health Code (developed by the CDC).

A. PROJECT INFORMATION

ITEM	DESCRIPTION
Location	The project is located at 1601 Discovery Bay Blvd, Discovery Bay, CA 94505.
Proposed Improvements	Based on the Facility Condition Assessment performed by Terracon, it is proposed to replace the existing pool with new outdoor swimming pool, replace the pool deck and address ADA issues for the pool bathhouse

Terracon Consultants, Inc. 1981 N. Broadway, Suite 385 Walnut Creek, CA 94596
P (925) 464-4600 F (925) 464 4601 terracon.com



B. SCOPE OF SERVICES

The scope of the Consultant's services shall include:

TASK 1: DESIGN DEVELOPMENT PHASE

One (1) Site Visit

- A. Meet with the Client, Design Team and the Owner's Representatives (via an Online "Skype or Go-To" Meeting) plus any designated staff and/or citizen groups to discuss the project, confirm the program and the Owner's objectives and coordinate aquatic elements with project team.
- B. Prepare Design Development drawings for the pools showing pool markings and features in plan and section.
- C. Prepare plan and elevation of pool equipment room and chemical rooms showing pumps, filters, and water chemistry equipment to verify size of spaces. Indicate where structural, electrical, plumbing, mechanical coordination items are located.
- D. Provide product cut sheets for review and sign-off.
- E. Maintain open communication with the Owner to discuss the aquatic facility drawings, review and obtain approval of all pool mechanical and sanitization equipment and systems prior to commencing Construction Documents.

TASK 2: CONSTRUCTION DOCUMENT PHASE

One (1) Site Visit

- A. Attend a Meeting with the Client, Design Team and the Owner's Representatives plus any designated staff and/or citizen groups to discuss the project, confirm the program and the Owner's objectives and coordinate aquatic elements with project team.
- B. Prepare swimming pool drawings (SP sheets) and submit to Client in the following the drawing format.
 1. Pool Site Plan (building or site background from Client/Owner/Design Team)
 - Design data
 - General notes
 - Reference notes
 2. Pool & Spa Plans and Sections
 - Dimensions face-to-face of pool finish
 - Cross sections
 - Depth dimensions
 - Wall markings
 - Wall anchors
 - Underwater lights
 - Stairs and recessed steps
 - Inlet locations

Proposal for Aquatic Design

DISCOVERY BAY COMMUNITY CENTER POOL

Terracon Proposal No. PBE186102 – Supplemental Change Order #1



- Main drain locations
 - Pool markings (competition/safety/training)
 - Location of depth markings and safety warning signs
 - Depth marker schedule
 - Equipment schedule
 - Anchors
 - Grab rails/Handrails
 - Lane ropes
 - Miscellaneous equipment (Lifeguard-chairs, pool blankets, etc.)
 - Pool Details
 - Perimeter overflow gutter system details
 - Wall details
 - Grab rails and recessed steps (plan and section)
 - Entry/exit stairs
 - Depth markers
 - Targets and lane markers
 - Stair step nosing
 - Deck equipment
 - Handicap lift and anchor
 - Underwater light
 - Wedge anchor
 - Stanchion anchor
3. Piping Plan
- Plan of pools and associated piping for water treatment system
 - Piping for interactive water features and pumps
 - Equipment room and chemical room locations
 - Plans shall include location of piping and associated pipe sizes
4. Pool Equipment Room
- Pool equipment room piping plan
 - Pool equipment piping diagram
 - Filtration equipment
 - Recirculation equipment
 - Pool water heating equipment (if required)

- Sanitization equipment
5. Mechanical Details
 - Main drain outlets (hydrostatic relief valve if in-ground)
 - Backwash and Pool draining piping
 - Wall sleeve locations
 - Water level controller systems and pool fill system
 - Water supply inlets
 - Static water line inlets
 - Sight sump
 - Chemical controller and feed systems
 - Schematic of water treatment systems
 - pH adjustment schematics
 - Chemical room pump shelf detail
 6. Electrical Design of Pool Equipment
 - Prepare construction documents and details for the pump single line diagrams, underwater lights and electrical panel, etc.
 - Specifications on drawing sheets.
 - Coordinate pool electrical documents with other disciplines.
 7. Structural Design of Pool, Pool Deck and Handicap Lift Anchors
 - Prepare construction documents and specifications for the pools floor slab, walls, gutters and surge / balance tanks and pool deck.
 - Prepare details and calculations for pool handicap lift anchor(s).
 - Assist in establishing testing and observation requirements.
 - Coordinate pool structural documents with other disciplines.
 - Pool deck design and any necessary ADA adjustments for pool deck only.
- *Note: If required by geotechnical engineer, deep foundation design will require additional services fee.

We are available to review earthwork and foundation related portions of project drawings and specifications and to confer with the Client after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be charged per the Additional Services rates included in the Compensation section.

- C. Prepare specifications for Division 13-0000 Special Construction: Section 131100 Swimming Pools.
 1. *All related swimming pool specifications and notes will be located on the swimming pool drawings.

2. Specifications shall include sections for:
 1. Pool mechanical requirements and equipment
 2. Pool chemical requirements and equipment
 3. Pool filtration requirements and equipment
 4. Pool structural requirements and materials
 5. Pool finishes requirements and materials
 6. Plumbing/Civil: pool heater venting, deck drain system, pool make up water, hose bibbs, ADA compliant drinking fountain(s), filter backwash to sanitary, and subsurface drainage system under pool if required.
 7. Electrical: pool equipment power supply to panel and VFD, pool mechanical room lights and circuitry.
 8. Mechanical: gas supply and regulators, pool heater air intake supply and exhaust venting, chemical room(s) non-corrosive venting.
- D. Coordinate SP construction drawings and specifications with Owner, Client and design team.
- E. Provide progress sets of SP sheets and specifications if requested by Client at the following design intervals:
 - 50%
 - 90%
 - 100%
- F. Review 90% to 100% completion set of construction documents for the project prepared by Others for swimming pool issues. (If requested.)
- G. Support this phase of the design with open communication for pool related questions or clarification. Conference calls and/or phone consultation to address aquatic issues only. If participation required during general project non-aquatic related issues exceeding 30-minutes will be subject to additional fees and billed per the rate listed under Additional Services.

TASK 3: AGENCY REVIEW PHASE

No Site Visits for this phase

- A. One (1) time initial submission of the plan set for both Health Department and Building Department. Response revisions, prepared concurrently, to address the Health department and Building department comments have been include in our base fee. Separate submissions and responses to multiple agency comments will be subject to additional fees and billed per the rate listed under Additional Services.
- B. Address agency inquiries and furnish answers to concerned agency and respond to RFI items pertaining to the pools and to clarify drawings and specifications, if required.

TASK 4: CONSTRUCTION OBSERVATION PHASE

Four (4) Site Visits

- A. Review submittals, i.e., shop drawings, product information and requested substitutions by manufacturers and/or contractors with regards to the pool and its related systems.

- B. Observe construction of the aquatic related items during specific milestones throughout construction and submit a report following each site visit.
- C. Provide final observation of the aquatic facility to confirm that the pool and its related equipment have been installed as designed and specified. Submit a final punch list.
- D. Maintain open communication for the discussion of questions and issues as they arise in the development of the project. Conference calls and/or phone consultation exceeding 30 minutes will be billed per the hourly rates listed under Additional Services.

C. TERMS

DRAWINGS: All of the 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 and Owner shall be permitted to retain copies, including reproducible copies of the drawings and specifications, and shall have a non-exclusive limited license to use such for the sole purpose of constructing and operating the facility as described herein and for no other purpose.

Except for reference and coordination purposes in connection with future additions or alterations to the work, drawings, specifications and other documents prepared by Terracon, are instruments of the service for use solely with respect to this project and, unless otherwise provided, Terracon shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or their documents shall not be used by the Client/Owner or others on other projects except by agreement in writing and with appropriate compensation to the Consultant.

AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS: All permits shall be obtained from Health Departments and new construction agencies by the Owner/Client with the Consultant's assistance in filling out forms and answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the Health Department approves the original design, Terracon will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to the previously prepared Instruments of Service; provided Terracon will work with the Client in determining a solution at an agreed upon charge for such services.

CONSULTANT NOT RESPONSIBLE: The Owner, Client and Design Team hereby releases the Consultant from any and all claims, now existing or hereafter made, as a result of, construction means, methods, techniques, sequences or procedures, and shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any of the construction work on the project or for the failure of any of them to carry out the work as set forth in the plans and specifications to be prepared by the Consultant. However, if during the field observation the Consultant becomes aware of an act or omission, or a failure by a contractor, subcontractor or any other person performing any of the construction work, to carry out the work in accordance with the plans and specifications, the Consultant shall bring same to the attention of the Owner, Client and Design Team; provided Consultant has no obligation to do so or liability hereunder for the failure to do so.

Consultant shall not be responsible for preparing as-built drawings. At the Client's request, Consultant shall require contractor to provide as-built drawings in the specifications and submit to consultant for observation and comment.

HOLD HARMLESS: The Owner, Client and Design Team shall be responsible for the design of the building, not the Consultant. The Client, Owner and Design Team, each, shall hold harmless the Consultant from all claims relating to building design, and specifically claims related to condensation, moisture damage, excessive humidity, absence or poor performance of vapor barriers and corrosion of surfaces.

D. Exclusions

The Consultant is hired to provide the aquatic design and engineering services as outlined in this document. This service excludes the following scope of work from this proposal:

1. ADA repair work of the building. (Consultant will address areas adjacent to the swimming pool as part of deck repair.)
2. Site Civil work and any necessary site drainage
3. Repair and architectural detailing of pool equipment room and associated bathhouse, this includes the MEP design of pool mechanical building. (Consultant shall only be responsible for pool engineering design as outlined in the SCOPE OF SERVICES SECTION.)

*The above list of items is provided to help the Owner, Client and Design Team provide a full design package for the project. The Consultant has in good faith provided an extensive list. Any items not specifically included in the SCOPE OF SERVICES SECTION of this proposal may result in an add service whether or not they are specifically included above.

E. SCHEDULE

Schedule shall be as provided by the Client. Should the project phase schedule be delayed, through no fault of the Consultant, the Consultant’s schedule will be extended commensurate with the delays created by others.

F. COMPENSATION

See table below for breakdown of the associated fees for each service provided in proposal:

AQUATIC DESIGN TASK	LUMP SUM FEE	Authorized by Client Yes / No
Task 1: Design Development Phase	\$14,000	<input type="checkbox"/> Yes <input type="checkbox"/> No
Task 2: Construction Document Phase	\$24,000	
Task 3: Agency Review & Bidding Phase.	\$4,500	
Task 4: Construction Administration Phase	\$10,000	

AQUATIC DESIGN TASK	LUMP SUM FEE	Authorized by Client Yes / No
Total for Aquatic Design	\$52,500	

*The above lump sums INCLUDES all related travel expenses.

The Consultant shall submit monthly invoices for services based upon the percentage of the Consultant's services completed at the time of billing. Client shall make payments to Terracon within thirty (30) days after receipt of invoice. 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.

Reimbursable expenses, if required, shall consist of travel expenses and personnel time for additional trips, all document printing and reproduction, postage and express mailings.

Should any additional tasks be required, not described above, including Opinion of Probable Costs or re-design of pool shapes, features, systems, due to program change by the Client, the Consultant will execute such tasks when authorized by the Client and will be compensated as additional services according to the Additional Services Fee Schedule.

Should it be necessary to expand our services beyond those outlined in the scope of work included in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed with any additional work without your authorization. The above lump sum fee is based on our current rate schedule. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

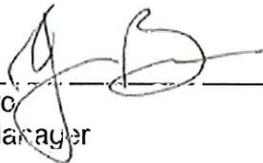
Additional Services will be billed out at the following rates. All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal / Office Manager:	\$210.00/hour
Designer / Department Manager:	\$200.00/hour
Senior Engineer/ Project Manager:	\$185.00/hour
Project Engineer:	\$165.00/hour
Staff Engineer:	\$135.00/hour
Revit Designer:	\$100.00/hour
CAD Drafter:	\$95.00/hour
Administration:	\$65.00/hour
Site Visit:	\$1,500/day – (time plus expenses)
Mileage:	0.60/per mile
Expenses billed at cost +20% (car/air/hotel)	

G. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and indicating which services are desired in Section D of this proposal. This proposal is valid only if authorized within sixty days from the listed proposal date. If an alternative contract is proposed additional delays may occur due to reviewing the contract.
We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal

TERRACON:

BY:  _____
Ron Bravo
Project Manager

BY:  _____
Matthew Cappello, P.E.
Senior Engineer

DATE: April 15, 2019

CLIENT INFORMATION:

Mike Davies
General Manager
Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505

BY: _____

Client Printed Name

DATE: _____

ATTACHMENTS TO AGREEMENT

TERRACON work and interface with other Project Team Members

ARCHITECT / STRUCTURAL / SOILS REPORT AND SITE PLAN:

1. Consultant will develop a pool equipment room plan layout during locating pump pit with sump pit, back wash pit and chemical tanks pits.
2. Geotechnical consultation by Terracon is not included in the scope of work under this proposal, but can provided, if requested.

PLUMBING / CIVIL:

3. Plumbing/Owner/Client to verify a dedicated fresh water supply to the pools and provide Consultant with sizing and location.
4. Plumbing/Civil/Owner/Client is responsible to provide and install a water meter and backflow preventer on the dedicated fresh water supply line.
5. Plumbing/Civil/Owner/Client to verify sewer line, size and location, for backwash discharge of the pool filters and provide Consultant with sizing and locations.
6. If either the supply line or sewer discharge are not already located, the Consultant will provide recommended locations when laying out the pool equipment room and share with Plumbing/Civil/Owner for final install coordination with others.
7. Plumbing/Owner responsible for drinking fountains, hose bibs and bathroom facilities per code. Consultant will recommend locations for hose bibs in pool equipment room and on pool deck at no greater than 75"-0" apart, based on operation and maintenance needs for Plumbing to coordinate install with others.
8. Surge / holding tank sizing piping design by Consultant for contractor install and or coordination with others.
9. Under pool drain-down. Consultant is not responsible for the design of site and/or permanent under pool de-watering if required.

MECHANICAL:

10. Consultant will develop a layout drawing of the pool equipment room, showing location of pool heater(s). Consultant will size and specify pool heater(s). Mechanical/Owner is responsible to coordinate and install heater gas connections and any necessary gas regulators, combustion air supply venting and exhaust venting to each heater with others.

ELECTRICAL:

11. Consultant will provide pool pump motor(s), pool equipment electrical requirements and location of underwater pool lights for Electrical/Owner to coordinate electrical design and install for the pool equipment electrical systems – including but not limited to: pump motor control, electrical panel and lighting junction boxes per Electrical Code.

1.0 INTRODUCTION

- 1.1 AQUATIC DESIGN GROUP, INC. of Carlsbad, California (hereinafter referred to as "CONSULTANT"), proposes to provide consulting design services to TOWN OF DISCOVERY BAY, (hereinafter referred to as "CLIENT") for the following project:

Discovery Bay Swimming Pool and Decks
Town of Discovery Bay, California

- 1.2 In conformance with the Request for Proposal dated 5 April 2019 as issued by Mr. Mike Davies, CONSULTANT shall provide:

2.0 SCOPE OF WORK

- 2.1 CONSULTANT shall provide design and engineering services as hereinafter described for the following:

2.1.1 6-Lane x 25-Yard, L-Shape Recreation Pool

2.1.2 Pool Decks and Deck Drainage

3.0 SCOPE OF SERVICES

3.1 Schematic Design Phase:

- 3.1.1 CONSULTANT shall review the program furnished by CLIENT to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with CLIENT.

- 3.1.2 Based upon the mutually agreed upon program, schedule and construction budget requirements, CONSULTANT shall prepare, for approval by CLIENT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of swimming pool project components. Schematic Design Phase deliverables shall include the following:

- .1 Swimming pool plan view(s).
- .2 Swimming pool longitudinal sections.
- .3 Swimming pool finish details.
- .4 Swimming pool deck, deck drainage and appurtenances details.

- 3.1.3 CONSULTANT shall submit to CLIENT an estimate of probable construction cost based upon current area, volume, or other unit costs.

3.2 Design Development Phase:

3.2.1 Based upon the approved Schematic Design Documents and any adjustments authorized by CLIENT in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CLIENT, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to swimming pool architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Design Development Phase deliverables shall include the following:

- .1 Swimming pool plan view(s).
- .2 Swimming pool longitudinal and cross-sections.
- .3 Swimming pool finish details.
- .4 Swimming pool rail goods details.
- .5 Outline specification in CSI format.
- .6 Swimming pool deck, deck drainage and appurtenances details.

3.2.2 CONSULTANT shall provide CLIENT with building and infrastructure requirements, including design criteria, as needed to service the swimming pool equipment, including:

- .1 Swimming pool equipment room dimensions.
- .2 Sanitary/storm sewer requirements and points of connection.
- .3 Domestic water requirements and points of connection.
- .4 Natural gas requirements and points of connection.
- .5 HVAC requirements for swimming pool equipment.
- .6 Electrical requirements and points of connection for swimming pool equipment.
- .7 Swimming pool deck, deck drainage and appurtenances details.

3.2.3 CONSULTANT shall advise CLIENT of any adjustments to the estimate of probable construction cost.

3.3 Construction Documents Phase:

3.3.1 Based upon the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CLIENT, CONSULTANT shall prepare, for approval by CLIENT, Construction Documents consisting of Drawings and Specifications setting forth in detail the

requirements for construction of the swimming pool. Construction Documents Phase deliverables shall include the following:

.1 Architectural Drawings:

- Swimming pool plan view(s).
- Swimming pool longitudinal and cross-sections.
- Swimming pool finish details.
- Swimming pool rail goods details.
- Swimming pool deck plan views.
- Swimming pool deck domestic water and drainage details.

.2 Structural Drawings:

- Swimming pool structural sections.
- Swimming pool reinforcement schedules.
- Miscellaneous swimming pool structural details.
- Miscellaneous swimming pool deck and appurtenances structural details.

.3 Mechanical Drawings:

- Swimming pool piping plan.
- Swimming pool mechanical equipment piping plan.
- Swimming pool mechanical equipment sections.
- Miscellaneous swimming pool mechanical details.

.4 Electrical Drawings:

- Swimming pool underwater lighting plan.
- Swimming pool single phase panel schedule.
- Miscellaneous swimming pool electrical details.

.5 Miscellaneous:

- Swimming pool structural calculations.
- Final form swimming pool technical specifications in CSI format.
- Miscellaneous swimming pool deck and appurtenances details.

- 3.3.2 CONSULTANT shall advise CLIENT of any adjustments to previous estimates of probable construction cost indicated by changes in requirements or general market conditions.
- 3.3.3 CONSULTANT shall assist CLIENT in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor, as it relates to the swimming pool.

3.4 Plan Approval, Bidding or Negotiation Phase:

- 3.4.1 CONSULTANT shall assist CLIENT in connection with CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. CLIENT shall bear primary responsibility for approvals from governmental authorities having jurisdiction over the Project.
- 3.4.2 CONSULTANT, following CLIENT's approval of the Construction Documents and the latest estimate of probable construction cost, shall assist CLIENT in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services provided by CONSULTANT during this phase to include:
 - .1 Assist CLIENT in preparation of addenda.
 - .2 Assist CLIENT in responding to Contractor requests for clarification of the Construction Documents.
 - .3 Assist CLIENT in review of bids and/or proposals in determination of lowest responsive bidder/proposer.

3.5 Construction Observation Phase:

- 3.5.1 CONSULTANT shall be a representative of and shall advise and consult with CLIENT: 1) during construction until final payment to the Contractor is due; and 2) as an Additional Service at CLIENT's direction from time to time during the correction period described in the Contract for Construction. CONSULTANT shall have authority to act on behalf of CLIENT only to the extent provided in this proposal unless otherwise modified. CONSULTANT shall provide the following construction support services:
 - .1 Provide clarification, as required, of construction documents and respond to contractor requests for information.
 - .2 Review and approval of swimming pool-related sample and material submittals specified in Contract Documents.

- .3 Assistance with the issuance and negotiation of change orders.
- .4 Review of contractor-submitted Record Drawings for contract conformance and completeness based upon field observations.

3.5.2 CONSULTANT shall visit the site at intervals appropriate to the stage of construction or otherwise agreed by CLIENT and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, CONSULTANT shall keep CLIENT informed of the progress and quality of the Work, and shall endeavor to guard CLIENT against defects and deficiencies in the Work.

3.6 Visits to the Project Site:

3.6.1 CONSULTANT shall visit the offices of CLIENT and/or the Project Site in conformance with the following schedule:

- .1 Design Phases..... Two (2) site visits
- .2 Construction Observation Phase... Five (5) site visits

3.7 CONSULTANT's services are intended for the CLIENT's sole use and benefit and solely for the CLIENT's use on the Project. Except as agreed to in writing, CONSULTANT's services and work product shall not be used or relied on by any other person on entity, or for any purpose following substantial completion of the Project.

3.8 CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

3.9 CONSULTANT shall seek to comply with Building Codes applicable to the Project as is consistent with the professional standard of care and may seek and rely on the direction and input of public officials and others in doing so.

- 3.10 CONSULTANT's services shall be limited to those expressly set forth above, and CONSULTANT shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.
- 3.11 This Agreement and all obligations described herein are intended for the sole benefit of the Parties and are not intended to create any third party rights or benefits.

4.0 EXCLUSIONS TO SCOPE OF SERVICES

- 4.1 CLIENT shall provide full information regarding requirements for the project, including a program which shall set forth CLIENT's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Additional information that may be required by CONSULTANT as prepared by other members of the project team shall include:
 - 4.1.1 Base sheets in digital (AutoCAD .dwg) format, including, but not limited to, the following:
 - .1 Proposed drawing title block.
 - .2 Site plan illustrating proposed swimming pool location(s).
 - .3 Floor plan illustrating proposed swimming pool mechanical equipment room location.
 - 4.1.2 Soils testing/engineering, including finalized geotechnical investigation report. Note: Unusual soil conditions such as expansive soils, fill soils, soils with low bearing capacity (under 2,000 psf), and high water tables which require additional engineering will be considered an additional service and compensated for in conformance with Article 7.1.2, below.
 - 4.1.3 Destructive testing of existing pool structures to confirm as-built condition. Note: CONSULTANT cannot guarantee structural integrity of existing pool structures without confirming as-built condition of pool wall thickness, concrete reinforcement and compressive strength. Additional engineering for deficient structures will be considered an additional service and compensated for in conformance with Article 7.1.2, below.
 - 4.1.4 Utilities design to swimming pool mechanical equipment points of connection, including:

- .1 Sanitary sewer.
 - .2 Storm sewer.
 - .3 Domestic water.
 - .4 Natural gas.
 - .5 Pool heater flues and combustion / ventilation air louvers.
 - .6 Design and specification of heat exchangers (if utilized in lieu of pool heaters), including hot water or steam piping and controls.
 - .7 Electrical distribution, including single line diagram, three phase conduit and conductors, motor starters, and single phase conduit and conductors.
 - .8 Telephone and data communications.
- 4.1.5 Architectural, structural, mechanical, HVAC and electrical design of mechanical equipment room or other building structures as required.
- 4.1.6 Landscape design including fencing, planting, irrigation, site drainage, site lighting, shade structures and FF&E.
- 4.1.7 Miscellaneous plan check and permit fees as may be required by regulatory agencies.
- 4.1.8 CLIENT shall provide a complete bid documents set, featuring 100% construction drawings, specifications and addenda in half size to CONSULTANT.
- 4.1.9 Costs associated with purchase or utilization of software or subscription-based file sharing services such as BIM 360, or equivalent.
- 4.2 All construction projects require inspection and maintenance following completion. Operation, inspection, and maintenance are the sole responsibility of the Project Owner and CONSULTANT shall have no responsibility for any failures by the Project Owner or others to properly operate, inspect, or maintain the Project.

5.0 INDEMNITY

- 5.1 CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors and employees (collectively, CLIENT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under

this Agreement and that of its sub-consultants or anyone for whom CONSULTANT is legally liable.

- 5.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees and sub-consultants (collectively, CONSULTANT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.
- 5.3 It is understood and agreed that the duty to indemnify does not include the duty to defend.
- 5.4 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

6.0 USE OF DOCUMENTS / ELECTRONIC FILES

- 6.1 CLIENT acknowledges the CONSULTANT's construction documents as instruments of professional service. Nevertheless, the drawings and specifications shall become the property of CLIENT upon completion of the work and payment in full of all monies due to the CONSULTANT. CLIENT shall not reuse or make any modifications to the drawings and specifications without the prior written consent of CONSULTANT. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by CLIENT or any person or entity that acquires or obtains the plans and specifications from or through CLIENT without the written authorization of the CONSULTANT.
- 6.2 Electronic files may be provided by CONSULTANT for review by CLIENT and use by the Design Team in the preparation of construction documents. CONSULTANT assumes no responsibility for determining whether the data or software format are correct, up-to-date, or together represent actual conditions, or liability for the translations or results thereof. Acceptance or use by CLIENT of electronic files shall constitute a total release from liability, and as an indemnification for all costs or expenses from any claims, suits, judgments, or any other actions or liability as a result of such use. Under no circumstances shall delivery of the electronic files be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall

CONSULTANT be liable for any loss of profit of any consequential damages as a result of re-use of electronic files. Drawing plan views may be delivered in AutoCAD .dwg or Adobe .pdf format. Drawing detail sheets are considered proprietary and will be delivered in AutoCAD .dwg or Adobe .pdf format only.

7.0 COMPENSATION

7.1 CLIENT shall compensate CONSULTANT for services rendered as follows:

7.1.1 Basic Services: The Scope of Services described above shall be compensated for by a lump sum, fixed fee equivalent to: FIFTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$59,500.00) assigned to CONSULTANT.

7.1.2 Additional Services: If requested, additional services will be billed for on an hourly basis, in conformance with the rates outlined in Article 7.3, below.

7.1.3 Reimbursable Expenses: In addition to basic compensation, an allowance of \$5,500 shall be provided for reimbursable expenses. Reimbursable expenses will be billed at CONSULTANT's direct cost, and shall include the following:

- .1 Plotting and reproduction expense of Drawings, Specifications and other documents.
- .2 Special delivery and handling of documents and correspondence such as courier and overnight delivery services.
- .3 Travel and lodging expense associated with travel outside of Southern California in connection with the Project.

7.2 Terms of Payment:

7.2.1 Payments for Basic Services shall be made based upon percentage of completion in not less than monthly installments, in conformance with the following schedule of values:

.1 Schematic Design Phase.....	\$ 5,950.00
.2 Design Development Phase.....	\$14,875.00
.3 Construction Documents Phase.....	\$29,750.00
.4 Plan Approval, Bidding or Negotiation Phase...	\$ 2,975.00
.5 Construction Observation Phase.....	\$ 5,950.00

7.3 Hourly Rates:

7.3.1 Compensation for additional services (when requested and authorized in advance by CLIENT) shall be provided in conformance with the following hourly rates:

.1	Principal.....	\$ 195.00 per hour
.2	Project Architect / Engineer.....	\$ 175.00 " "
.3	Project Manager.....	\$ 155.00 " "
.4	Designer.....	\$ 110.00 " "
.5	Clerical.....	\$ 60.00 " "

8.0 **TIME**

8.1 CONSULTANT shall prosecute design work in conformance with the following schedule, contingent upon receipt of all required information (program, base sheets, soils data, etc.) from CLIENT or CLIENT's designated representative:

8.1.1 Schematic Design Phase: Complete within forty (40) calendar days of CONSULTANT's receipt of fully executed professional services agreement between CLIENT and CONSULTANT.

8.1.2 Design Development Phase: Complete within fifty (50) calendar days of approval of Schematic Design Documents and authorization to proceed with Design Development Phase.

8.1.3 Construction Documents Phase: Complete within sixty (60) calendar days of approval of Design Development Documents and authorization to proceed with Construction Documents Phase.

9.0 AUTHORIZED SIGNATURES

9.1 This proposal is valid for thirty (30) calendar days from the date referenced below and is submitted for and in behalf of CONSULTANT by:

AQUATIC DESIGN GROUP, INC.



By: Scott Palmer
Its: Director of Marketing



By: Scott J. Ferrell, AIA
Its: Principal

08 April 2019

Date

SWIMMING POOL DISCOVERY BAY, CA

PROPOSAL FOR CONSULTANT SERVICES

1.0 INTRODUCTION

- 1.1 ARCH ♦ PAC, AQUATICS, LLC of Vista, California - from now on referred to as "CONSULTANT," proposes to provide architectural design services to TOWN OF DISCOVERY BAY, from now on referred to as "CLIENT" for the following project:

The existing pool is a 25yd by 3 (2,630 sf skimmer style) - lane pool with san shallow end portion with steps protruding on one side and the opposite side a diving or deeper portion. The work will entail new pool piping, main drains, decking and mechanical room to enclose new pool filtration, heater, sanitation and automation systems. The existing pool is from 3'-6" deep to 9'-6" deep. The pool concrete decking, storm drainage, and fence or enclosure are also required.

2.0 SCOPE OF WORK

- 2.1 CONSULTANT shall provide architectural design and engineering services as from now on described for the following design program elements. In the event of any ultimate facts or events differ from such assumptions, CONSULTANT's services, schedule, and compensations shall be adjusted accordingly:
- 2.1.1 Renovate 25YD (2,630 sf) recreation pool with shallow end steps and diving tank.
 - 2.1.2 Pool recirculation and filtration systems
 - 2.1.3 Pool decking and drainage
 - 2.1.4 Pool oxidation/sanitation system
 - 2.1.5 Pool automation system
 - 2.1.6 Pool heater
 - 2.1.7 ADA access lift and pool egress and access
 - 2.1.8 Pool Mechanical Room – Equipment Layout
 - 2.1.9 Pool enclosure with exiting
 - 2.1.10 Pool underwater lights
 - 2.1.11 Demolition of portions of the existing pool (main drains) and removal of the pool deck.
 - 2.1.12 Removal of existing pool mechanical equipment.
 - 2.1.13 Community Center modifications

3.0 SCOPE OF SERVICES

- 3.1 Programming and Preliminary Design Phase:
- 3.1.1 CONSULTANT shall review the CLIENT'S requirements for the project and shall arrive at a mutual understanding with the CLIENT.
 - 3.1.2 The mutually agreed upon scope of service, schedule construction budget shall be the basis for the preparation of preliminary design documents. CONSULTANT shall prepare, for approval by CLIENT, Preliminary Design Documents consisting of drawings illustrating the scale and relationship of Project components to be included. Preliminary Design Phase deliverables are as follows:
 - a) Pool layout plan view
 - b) Pool Sections
 - c) Site Plan showing integrating pool area with the park
 - d) Community center modifications
 - e) Locate and size pool mechanical room
 - f) Fence and decking
 - g) Re-plaster, re-tile and re-pipe pool.
- 3.2 Design Development Phase:
- 3.2.1 Based upon the CLIENT approval of Preliminary Design Documents and any authorized adjustments, proceed by preparing Design Development Documents consisting of



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drawings and other documents to fix further and describe the size and character of the Project as to architectural, structural, materials and such other elements as may be appropriate for approval by CLIENT. Design Development Phase deliverables are as follows:

- a) Pool layout plan views in appropriate scale.
- b) Pool Longitudinal and Latitudinal cross-sections/elevations.
- c) Pool piping plan
- d) Pool Typical details.
- e) Mechanical room equipment selection and layout.
- f) Site Plan
- g) Calculations, hydraulics
- h) Outline specification in CSI format
- i) Typical Details
- j) Community center modifications
- k) Fence, deck and storm drainage layout
- l) Define ADA paths of travel

3.3 Construction Documents Phase:

3.3.1 Based upon the approved Design Development Documents and any adjustments in the scope, quality, construction budget or authorized changes by CLIENT, CONSULTANT shall prepare, for permitting and approval by CLIENT, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. Construction Documents Phase deliverables shall include the following:

- a) Architectural Drawings:
 - Plan views in the appropriate scale
 - Longitudinal and cross-sections
 - Finish details
 - Pool deck & deck drainage plans
 - Pool Mechanical Room Equipment Layout and diagrams
 - Community Center modifications
 - Fence and exiting plan
- b) Structural Drawings:
 - Structural sections.
 - Reinforcement schedules.
 - Miscellaneous structural details.
 - Seismic Restraints for equipment.
- c) Mechanical Drawings:
 - Underground piping layout.
 - Miscellaneous mechanical details as required.
 - Piping schematics as required.
- d) Electrical Drawings:
 - Underground conduit/wiring layout.
 - Miscellaneous electrical details as required.
 - Wiring schematics as required.
 - Pool Underwater Light layout.
- e) Miscellaneous:
 - Structural calculations as required by local code.
 - Hydraulic calculations as required by local code.
 - Technical specifications in CSI format.



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- 3.3.2 CONSULTANT shall advise CLIENT of any adjustments to estimate of probable construction cost indicated by changes in requirements or general market conditions.
- 3.3.3 CONSULTANT shall assist CLIENT in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor, as it relates to the design program elements.
- 3.3.4 CONSULTANT shall assist CLIENT in connection with CLIENT'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction.
- a) County Health Department
 - b) City Building Department
- 3.4 Bidding Phase:
- 3.4.1 CONSULTANT, following CLIENT'S approval of the Construction Documents, shall assist CLIENT in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services provided by CONSULTANT during this phase:
- a) Assist the CLIENT in preparation of addenda.
 - b) Assist CLIENT in responding to Contractor requests for clarification of the Construction Documents.
 - c) Assist CLIENT in the review of bids and proposals in the determination of lowest responsive bidder.
 - d) Make permitted drawings available to bidders via PDF files loaded to dropbox to bidders for reproduction during the bidding process.
- 3.5 Construction Administration Phase:
- 3.5.1 CONSULTANT shall be a representative of and shall advise and consult with the CLIENT during construction until the final payment to the Contractor is due. CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided herein. CONSULTANT shall provide the following construction support services:
- a) Provide clarification, as required, of construction documents and respond to contractor requests for information.
 - b) Review and approval of sample and material submittals specified in Contract Documents dealing specifically with design program elements.
 - c) Assistance with the issuance and negotiation of change orders.
- 3.5.2 Observation - CONSULTANT shall visit the site (upon invitation of the CLIENT) to become familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be by the Contract Documents. CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT shall inform the CLIENT as to the progress and quality of the Work, and shall endeavor to guard CLIENT against defects and deficiencies in the Work.
- 4.0 EXCLUSIONS TO SCOPE OF SERVICES
- 4.1 CLIENT shall set forth design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems, and site requirements. Additional information that may be required by the CONSULTANT may include:
- 4.1.1 Civil/Site Work:
- a) Civil engineering meets and bounds survey with topographical information.
 - b) Soils testing/engineering, including finalized geotechnical investigation report
 - c) Utilities design from off-site, (outside pool area) to mechanical equipment room points of connection, including (assumes utilities are on-site and readily available)
 - Sanitary sewer
 - Storm sewer & site drainage



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- Domestic water
 - Natural gas
 - Electrical distribution - Assumes provision of 480V. 3 phase power in proper amperage by others and any transformers required, exists.
- 4.1.2 Building Design:
- a) ADA and path of travel (egress & access) to portions of the project in adjacent buildings, parking areas, elsewhere on Site. Outside pool enclosure.
 - b) ADA modifications to adjacent bathroom facilities and drinking fountains, toilets, sinks, and showers – unless specifically a defined part of community center renovation.
- 4.1.3 Landscape Design:
- a) Hardscape plan including retaining walls, walkways, fencing, etc.
 - b) Planting plan.
 - c) Irrigation plan.
 - d) Site lighting plan.
 - e) Shade Structures.
- 4.1.4 Miscellaneous:
- a) Plan check and permit fees required by local regulatory agencies.
 - b) The expense of renderings, models, and mock-ups - requested by CLIENT.
 - c) Reformatting specifications to other than Arch-Pac's format in CSI outline.
 - d) Cost of Local taxes and licenses.
 - e) Fire sprinkler system in mechanical and community center building
 - f) Fire alarm
 - g) Security & Public Address Systems
 - f) LEED Certification.
 - h) Transfer of documents from one plan check entity to another shall be the responsibility of the CLIENT.

5.0 COMPENSATION

- 5.1 CLIENT shall compensate CONSULTANT for services rendered as follows:
- 5.1.1 Basic Services: The Scope of Services described above shall be compensated for by a lump sum, a fixed fee of **Seventy-Thousand and no/100's (\$70,000)**, based on a budget 5% of \$1,391,212.50 (see attached spreadsheet)
- 5.1.2 Additional Services: If requested, additional services will be billed for on an hourly basis, in conformance with the rates outlined in Article 5.3, below. (Meetings and field visits)
- 5.1.3 Reimbursable Expenses:
- a) Reimbursable expenses will be billed at CONSULTANT'S cost plus 10%, and shall include the following:
 - Reproduction expense of Drawings, Specifications, and other documents.
 - Special delivery and handling of documents and correspondence.
 - Travel expense associated with the Project for site visits and meetings with the CLIENT or with others in the CLIENT's behalf, on-site at CLIENT's office or other entity which is project related such as DSA or County Health Department.
- 5.2 Terms of Payment:
- 5.2.1 Payments for Basic Services shall be made based upon a percentage of completion in not less than monthly installments, in conformance with the following schedule of values:
- | | |
|-----------------------------------|-----|
| a) Preliminary Design- | 10% |
| b) Design Development Phase - | 30% |
| c) Construction Documents Phase - | 50% |



**SWIMMING POOL
DISCOVERY BAY, CA**

- e) Bidding – 5%
 - e) Construction Administration Phase - 5%
 - Due before last field visit 100%
- 5.3 Hourly Rates: (should hourly rates for additional services be required)
- 5.3.1 Principal
 - Architect &/or Engineer \$ 180.00 per hour
 - 5.3.2 Associate \$ 150.00 per hour
 - 5.3.3 CAD Technician \$ 125.00 per hour
 - 5.3.4 Clerical \$ 90.00 per hour
 - 5.3.5 Site Visits or meetings are upon invitation from CLIENT and are available on a fixed fee basis including per diem hourly rates and includes reimbursable expenses, on an as requested basis at \$2,000.00 each, or per day.

6.0 TIME/ SCHEDULE

- 6.1 CONSULTANT shall prosecute design work in conformance with the following schedule, contingent upon receipt of all required information (program, base sheets, soils data, etc.) from CLIENT or CLIENT'S designated representative:
 - 6.1.1 Preliminary Design: Complete within thirty (30) days of authorization to proceed.
 - 6.1.2 Design Development Phase: Complete within thirty (30) calendar days of approval of Preliminary Design Documents and authorization to proceed with Construction Documents.
 - 6.1.3 Construction Documents Phase: Complete within sixty (60) calendar days of authorization to proceed with Construction Documents.

7.0 MISCELLANEOUS PROVISIONS

- 7.1 **COPYRIGHTS**: Drawings, Specifications and other documents prepared by the CONSULTANT are an article of service and for use solely concerning this Project. The CONSULTANT shall be deemed the author of these documents and shall retain all Copyrights. The CLIENT may retain copies, including reproducible drawings in connection with the use and occupancy of the project. Submittal of documents to meet regulatory requirements and bidding is not to be construed as "publication." Permission for re-use must be sought and conferred in writing upon request to the Copyright holder.
- 7.2 **SUSPENSION OR WORK OR TERMINATION**: Termination, suspension or abandonment. This agreement may be terminated without cause by the CLIENT upon not less than seven (7) day's written notice. If the project is suspended for more than 30 consecutive days, the CONSULTANT shall be compensated for services performed before the suspension. The agreement may be terminated for cause by the CONSULTANT. Failure of CLIENT to make payment when due is grounds for suspension of services and with notice termination of the contract. The CONSULTANT shall have no liability to the CLIENT for delay or damage caused because of suspension of services or termination or abandonment if done for the cause.
- 7.3 **JURISDICTION**; this agreement shall be governed by the State law of California
- 7.4 **ASSIGNMENT**; this agreement and any rights or deliverables hereunder, may not be assigned or transferred without the express written consent of both CLIENT & CONSULTANT. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the CLIENT & CONSULTANT.
- 7.5 **INTEGRATION**; This Agreement represents the entire and integrated agreement between the CLIENT & CONSULTANT and supersedes all prior negotiations, representations either written or oral and may be amended only in writing and signed by both parties to it.
- 7.6 **THIRD PARTIES**; nothing in this agreement creates a contractual relationship with or a cause of action with any third party.



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- 7.7 **HAZARDOUS MATERIALS;** the CONSULTANT has no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials that may exist on the project site, including (asbestos, PCB's, lead or other toxic substances).
- 7.8 **COST ESTIMATES;** every attempt will be made by CONSULTANT to ensure that bidding process renders a project within budget. However, it is understood that the CONSULTANT has no real control over the marketplace and is therefore not responsible for any lack of competition or failure to predict the nature of the marketplace during the bid process.
- 7.9 **COLLECTION:** Should attorney's fees be required to collect any amounts agreed, the cost of fee collection shall be borne by the CLIENT in addition to amounts owed. Amounts due over 30 days shall compound interest at 12% annually.
- 7.10 **DISPUTED INVOICES:** If CLIENT objects to any portion of an invoice, the CONSULTANT shall be so notified within ten (10) working days of the receipt of the invoice. The specific cause of the objection shall be identified, and the remainder of the invoice not in dispute shall be paid when due. Disputed amounts resolved in the CONSULTANTS favor shall be compensated.
- 7.11 **ELECTRONIC FILES;** Communication and information transfer is being conducted for this project in electronic form, to include e-mail and PDF protocol transfers. CADD and Word processing files are not the basis for file transfer. Adobe Acrobat latest edition is assumed to be owned by both parties. Transfer of files to the CLIENT is in no way deemed a sale or transfer to the CLIENT and CONSULTANT makes no warranties, either express or implied. CONSULTANT shall not be liable for indirect or consequential damages as a result of the CLIENT'S use or reuse of electronic files.
- 7.12 **REFERENCES:** Reference is herein given to AIA Standard Documents B101 & A201 from which terms and conditions are to be defined.
- 7.13 **UNENFORCEABLE CLAUSES:** Should any of the provisions or terms of this agreement be unenforceable, they may be deleted so that the remainder of the contract survives and remains enforceable.
- 7.14 **STANDARD OF CARE;** services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the Work. CONSULTANT represents that its and its employees, agents and subcontractors will follow the standards of their profession in performing all services under this agreement and shall endeavor to comply with all Codes and Rules. CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by CONSULTANTS practicing in the same or similar locality under the same or similar circumstances.
- 7.15 **INDEPENDENT CONTRACTOR;** CONSULTANT is an independent contractor and not an employee of CLIENT.
- 7.16 **INSURANCE OF CONSULTANT:**
- a). Workers Compensation & Employers Liability Insurance \$1,000,000.00
 - b). Commercial General and Auto Liability Insurance \$1,000,000.00
 - c). Professional Liability Insurance \$2,000,000.00
 - d). General Liability Policy \$1,000,000.00
- 7.17 **CORPORATE PROTECTION:** The parties intend it to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and asserted only against the CONSULTANT, and not against any of the CONSULTANT'S employees, officers or directors.
- 7.18 **LIMITED SCOPE:** CONSULTANT will be entitled to rely on the adequacy and accuracy of information provided by CLIENT or CLIENT'S CONSULTANTS and representatives. CONSULTANT shall not be responsible for the acts or omissions of the CLIENT, Owner,



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Contractors, other CONSULTANTs, and their respective agents or employees, or any other persons or entities performing work on the Project who are not under the direct control or authority of CONSULTANT.

- 7.19 **CONSULTANT SERVICES** shall be limited to those expressly set forth above, and CONSULTANT shall have no other obligations or responsibilities for the Project or to the CLIENT except as agreed to in writing or as provided in this Agreement. All of the CONSULTANT's services in any way related to the Project or CLIENT shall be subject to the terms of this Agreement.
- 7.20 **ADDITIONAL SERVICES & ASSUMPTIONS.** Additional Services will be subject to review and pre-authorization by both Parties. Where CONSULTANT believes additional services are appropriate, it shall notify CLIENT. CLIENT shall respond within three (3) business days to such notification. If CLIENT does not respond within such period, at its option and based on its professional judgment, CONSULTANT may proceed with such services on a time-and-material basis to be paid by CLIENT or decline to proceed with such services based on a lack of authorization.
- 7.21 **WARRANTY** not expressed nor implied, CONSULTANT's services and deliverables are not a warranty or guarantee, and CONSULTANT shall have no such obligation. CLIENT shall provide appropriate contingencies for schedule and costs.
- 7.22 **INTENDED BENEFICIARIES AND USES:** CONSULTANT's services are intended for the CLIENT's sole use and benefit and solely for the CLIENT's use on the Project and shall not create any third-party rights. Except as agreed to in writing, CONSULTANT's services and work product shall not be used or relied on by any other person or entity, or for any purpose following substantial completion of the Project.
- 7.23 **USE OF WORK PRODUCT:** CLIENT acknowledges that its right to utilize the services and work product provided under this Agreement will continue so long as the CLIENT is not in default under the terms and conditions of this Agreement. The CLIENT further acknowledges that the CONSULTANT has the unrestricted right to use the services provided under this Agreement as well as all work product provided under this agreement.

8.0 AUTHORIZED SIGNATURES

- 8.1 This proposal is valid for sixty (60) calendar days from 21 APRIL 2019, is submitted for and in behalf of CONSULTANT by:
Arch-Pac, Inc.



Kenneth Paul Moeller, AIA, ASLA, CSI, LEED AP
Architect & Landscape Architect

- 8.2 CLIENT'S acceptance by duly authorized representative sign:

Mike Davies
Town of Discovery Bay

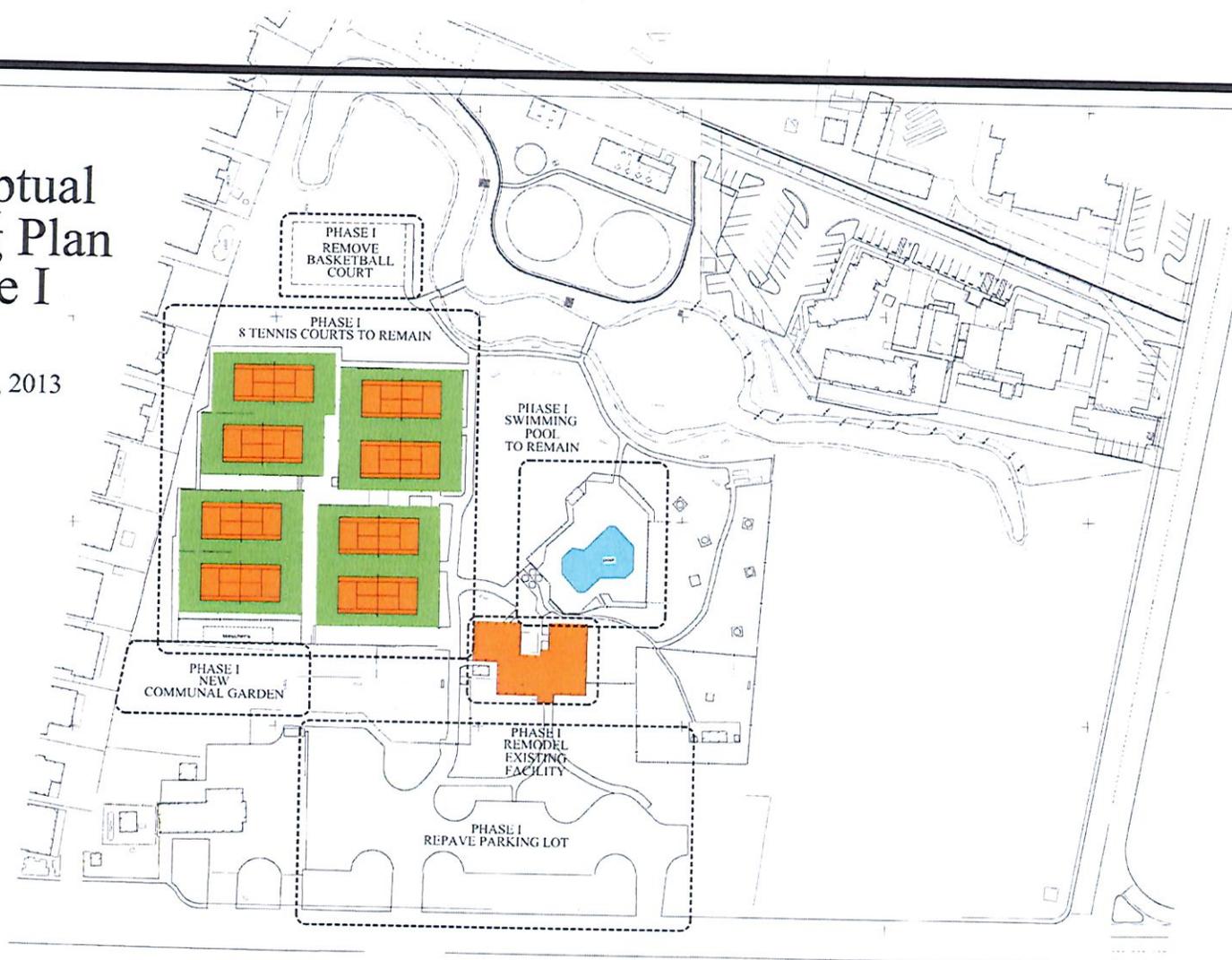


Based on Pool Option #3 \$1,122,500

<u>Terracon Pool Recommendations</u>	<u>Terracon Recommendations</u>	<u>TODB Recommendations</u>	<u>Notes</u>
Pool \$1,122,450	\$ 911,000.00	\$ 911,000.00	
Deck Equipment	\$ 75,900.00	\$ 75,900.00	
Loose Equipment	\$ 7,400.00	\$ 7,400.00	
Maintenance Equipment	\$ 8,650.00	\$ 8,650.00	
Safety Equipment	\$ 1,600.00	\$ 1,600.00	
Pool Deck	\$ 117,900.00	\$ 117,900.00	
Total	\$ 1,122,450.00	\$ 1,122,450.00	
Immediate Repairs \$17,800			
<i>Drainage Study</i>	\$ 15,000.00	\$ -	Staff does not support this recommendation at this time
<i>Paint Wood Fence Post</i>	\$ 300.00	\$ -	Will be completed in-house with O&M budget
<i>Replace natural gas heater</i>	\$ 2,000.00	\$ -	Will be completed in-house with O&M budget
<i>Automatic Shut off of gas</i>	\$ 500.00	\$ -	Will be completed in-house with O&M budget
Total	\$ 17,800.00	\$ -	
ADA Costs \$29,300			
<i>Men's Restroom Faucet handle repl</i>	\$ 350.00	\$ 350.00	
<i>accessibility modifications both restrooms</i>	\$ 20,000.00	\$ 20,000.00	
<i>Tactile Signage both restrooms latches</i>	\$ 200.00	\$ 200.00	
<i>parking stall signage</i>	\$ 500.00	\$ 500.00	
<i>van accessible signage</i>	\$ 250.00	\$ 250.00	
<i>delineated path from street to entrance</i>	\$ 7,500.00	\$ 7,500.00	To be completed as part of the Pool Project
<i>directional signage</i>	\$ 150.00	\$ 150.00	
<i>orbital door hardware</i>	\$ 150.00	\$ 150.00	
<i>scald guards on exposed sinks</i>	\$ 200.00	\$ 200.00	
Total	\$ 29,300.00	\$ 29,300.00	
Other \$Estimates			
Project & Construction Management	\$ -	\$ 30,000.00	
Equipment Housing Unit	\$ -	\$ -	Will be completed in-house with PG&E funds
Outside shower	\$ 10,000.00	\$ 10,000.00	
Perimeter Fencing	\$ -	\$ 10,000.00	
Permits	\$ 1,000.00	\$ 5,000.00	Staff increased funds, CCC costs are unknown
RFP Preparations	\$ -	\$ 3,000.00	
Total	\$ 11,000.00	\$ 58,000.00	
TOTAL	\$ 1,180,550.00	\$ 1,209,750.00	
Contingency/other 15%	\$ -	\$ 181,462.50	
Replacement Reserve	\$ -	\$ -	Recommended to save a reserve of \$165K over the next 10 years for maintenance and replacement costs.
ESTIMATED TOTAL POOL COSTS	\$ 1,180,550.00	\$ 1,391,212.50	

Conceptual Phasing Plan Phase I

January 22, 2013



COMMUNITY CENTER Discovery Bay, California



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