



Town of Discovery Bay

"A Community Services District"
Community Center Committee
AGENDA REPORT

Meeting Date

May 29, 2013

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager

Handwritten initials "RH" in blue ink.

Agenda Title

Community Center Operational Status Beginning July 1, 2013

Recommended Action

As necessary

Executive Summary

As the committee is aware, the Community Center's existing operational status will change significantly once the fitness equipment component of the facility ceases operations on June 30, 2013. Additionally, the current class schedule will also change due to the few members that utilize that service no longer participating in the classes that are offered.

At the last Committee meeting, staff presented a preliminary budget for a complete building renovation (attached). Pending Board authorization, staff would anticipate that the renovation schedule would begin in July with design and work its way through permitting and bidding. Once awarded, construction could begin and take place in the fall/winter of 2013. Staff anticipates that the building would be ready for a grand re-opening in early Spring 2014.

Due to the changes effective June 30, 2013, staff recommends that the building itself be closed and remain closed until after the renovation period. In the meantime, the facility, including the tennis courts and the swimming pool, would be open to the public. Also, the grounds would be made available for use/rentals similar to other Discovery Bay park facilities. The gates would be open in the morning and closed and locked at dusk.

In the FY 2013/14 proposed Operating Budget, staff has included a Recreation Projects Coordinator position to begin October 1, 2013. This position will help oversee the proposed construction as well as begin the process of developing a recreation program for all Discovery Bay residents. This position will require a strong background in parks and recreation with program development skills, as well as community outreach and fund raising abilities. It is anticipated that this new position will be responsible for the development of the programs, production of the recreation guide, and overall management of the community center site.

It should be noted that the GreenPlay report recommended that the Town begin its recreational program with a modest program, and build from a starting point that is not overly burdensome. Staff believes that with a six to seven month planning and programming period, a small but successful program could be in place for the coming year that would begin to meet the needs of the community.

This recommendation was difficult for staff to formulate. However, with the pending opening of Delta Valley Athletic Club in Discovery Bay, and with the programs and services offered at their facilities, it became readily apparent that the limited opportunities for programming did not support the financial outlay of staffing the facility for the few classes that would be offered on a weekly basis. Consequently, after significant discussions with staff and input from the GreenPlay consultants, staff recommends that the community center building be closed effective June 30, 2013, that the site remain open for free play and reserved tennis, swimming (seasonal), and overall site use; and that design and construction take place in order to renovate the building, with a grand reopening set for early Spring 2014; and that a Recreation Projects Coordinator position be funded to begin the process of developing a recreation program that is inclusive for all Discovery Bay residents.

Attached is a preliminary job description for the Recreation Projects Coordinator position as well as a proposal for design services from Lee Jagoe Architects for the buildings renovation.

Staff is seeking Committee input and possible recommendations for Board consideration relative to this item.

Fiscal Impact:

Previous Relevant Board Actions for This Item

Attachments

Job description for the Recreation Projects Coordinator
Design Services Proposal from Lee Jagoe Architects for building renovation

AGENDA ITEM: E-3

TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT

RECREATION PROGRAMS COORDINATOR

Class Description

DEPARTMENT/DIVISION: Parks and Landscape

DEFINITION

Under the direction of the Parks and Landscape Manager or other management/supervisors, plans, organizes, coordinates, promotes, implements and prepares the distribution of recreation and services programs, activities and/or classes held within the Town of Discovery Bay.

DUTIES:

May include, but are not limited to the following:

Maintains appropriate work records, serves as technical resource for assigned personnel and provides information and assistance to customers and the public. Facilitates various recreational social and cultural activities.

- Confers with Parks and Landscape Manager on the status of program goals and objectives, operational matters and problem areas. Assists in development of informational sheets, forms and recreation guides.
- Direct supervision of site staff with applicable laws and policies to include scheduling, assignment and problem resolution.
- Plans, organizes, coordinates, implements and prepares recreation guides, activities and/or classes offered within the Town of Discovery Bay.
- Prepares and coordinates the development and distribution of marketing and publicity materials including guides, flyers and printed schedules.
- Maintains records, program evaluations and other documents related to program activities and events.
- Ensures a clean safe and orderly program environment by monitoring the condition of the facilities and notifying the Parks and Landscape Manager of required repairs or replacements of equipment and the cleaning of program areas.
- Assist in developing and coordinating schedules of activities for the residents of the Town of Discovery Bay, including youth and senior programs.
- Assesses community needs and interests. Participates in the development of new recreation programs to meet community needs.
- Markets and promotes assigned recreational leisure programs services activities and/or classes to the community.
- Develops curriculum, participates in recruiting selecting motivating and evaluating assigned employees and contractual vendors.
- Identifies possible offers of donation
- Coordinates facility rentals.
- Attends and participates in professional group meetings. Stays abreast with new trends and innovations in the field of recreation.
- Record and monitoring of financial transactions associated with the collection of fees.
- Establishes positive working relationships with representatives of the community organizations, Town management, staff and the public.
- Supports front-line customer service staff, responds to and resolves difficult and sensitive inquiries and complaints.
- Responsible for ordering of supplies.
- Performs related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Parks and Landscape Manager. Gives direction to lower-level administrative staff.

CLASS CHARACTERISTICS

Incumbents perform a variety of office administrative, project coordination and management support work for the Recreation Program. The work requires extensive public contact, the frequent use of tact, discretion, and independent judgment, knowledge of Town activities and the ability to perform independent projects.

QUALIFICATIONS

Knowledge of:

- Parks and Recreation, Leisure Services Programming, and associated qualifications.
- Basic organization and function of public agencies, including the role of an elected Board of Directors and appointed boards and commissions.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Basic budgetary policies and procedures.
- Basic principles and practices of data collection and report preparation.
- Applicable codes, regulations, policies, technical processes and procedures.
- Project coordination and implementation procedures.
- Standard office administrative and secretarial practices and procedures, including the use of standard office equipment.
- Business letter writing and the standard format for reports and correspondence.
- Computer applications related to the work, including word processing, database and spreadsheet applications.
- Records management principles and practices.
- Business arithmetic and basic statistical techniques.
- Techniques for dealing effectively with the public, vendors, contractors and District staff, in person and over the telephone.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- Safe driving principles and practices.
- Safe work practices.

Skill in:

- Planning, organizing, administering, coordinating, reviewing, evaluating and personally participating in office management functions and administrative duties and responsibilities.
- Planning, organizing, assigning, coordinating, supervising and evaluating the work of assigned staff.
- Assisting in preparing and administering budgets; preparing clear and concise reports.
- Analyzing and resolving office administrative and procedural concerns and making process improvement changes to streamline procedures.
- Planning, organizing, scheduling, assigning, reviewing and evaluating the work of staff.
- Performing basic research and preparing reports and recommendations.
- Composing correspondence and reports independently or from brief instructions.
- Making accurate arithmetic and statistical calculations.
- Using English effectively to communicate in person, over the telephone and in writing.
- Organizing own work, coordinating projects, setting priorities, meeting critical deadlines and following-up on assignments with a minimum of direction.
- Providing exceptional customer service to coworkers, internal customers and the public.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establishing and maintaining effective working relationships with employees and those contacted in the course of the work.

- Operating modern office equipment including computer equipment and software programs.
- Operating a motor vehicle safely.

EDUCATION AND EXPERIENCE:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the twelfth (12th) grade supplemented by four two (2) years of college-level coursework in business, parks and recreation, public administration, or a related field and five (5) years of responsible parks and recreation experience. Possession of Bachelors Degree in a related field is highly desirable.

License:

Possession of, or ability to obtain, and maintain, a valid California class C driver's license with a satisfactory driving record, may be required.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 20 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work on evenings, weekends, and holidays.

Note: All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

Proposal to Provide Architectural and Related Services

For Review Purposes only:

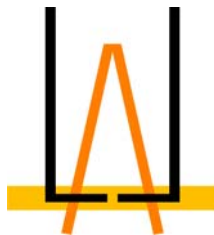
Phase I-Draft Copy

Discovery Bay
Community Center

in
Discovery Bay, California

by

Town of Discovery Bay



LEE • JAGOE ARCHITECTURE

I N C O R P O R A T E D

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INTRODUCTION

Lee-Jagoe Architecture, Inc. is very pleased to submit this proposal for architectural services for Design, Design Development and Construction Drawings for a remodeled Community Center, formerly the existing Swim and Tennis facility to be based on the program requirements by the Owner, codes applicable in Contra Costa County, the State of California, and selected Federal requirements, for the Owner, "**Town of Discovery Bay**".

Per discussions with the Owner's Representative, we would become part of an overall team of consultants, providing Design, Design Development, Construction Drawings and Owner required construction reviews. It is our objective to provide the management coordination and production of the building plans only for this phase of work.

Final Site Planning services will be provided by the Civil Engineer under the scope of the Owner. Final Landscape services will be provided by the Landscape Architect under the scope of the Owner. Utility coordination shall be provided by the Civil Engineer and the proposed Consultant Team.

PROJECT SUMMARY

The project for which the work is to be completed is defined as follows:

- A. Provide Schematic Design, Design Development and Construction Documents for an approximate 4,825 sq. ft. remodeled Community Center Building.
- B. Construction shall be (to be verified): Sprinkled Type V-B wood frame, A-3 occupancy

Construction fire ratings and area separation walls may vary depending on location to property lines, fire separation walls, building square footage and configuration.
- C. Provide As-Built drawings of the building only, dimensioned only. The Civil Engineer, under a separate contract, shall be responsible for site verification any proposed site work.
- D. This project may require an Administrative Use Permit or County Departmental Design and Site Plan Review approval from Contra Costa County which a Graphic Submittal Package would be submitted and approved as part of this proposal. This service is not part of this proposal and shall be considered an extra service
- E. The proposal is for the Town of Discovery Bay only. Notwithstanding the foregoing, the Owner shall be entitled to assign its' interest in this proposal and any other agreement with Lee-Jagoe Architecture to any affiliate of the Owner or to a limited partnership in which the Owner or its affiliate is the general partner.
- F. The proposal is for the Town of Discovery Bay Community Center Facility- Phase I only.

SCOPE OF SERVICES

We propose to provide our services to you in specific phases, starting with "As-Built Measuring and Drawings, Schematic Designs, completion of the Design Development and Construction Documents and culminating in limited Construction Administration, if required. All phases of work will be coordinated with the Owner and/or the Owner's Representative for their program requirements for all necessary information governing requirements for construction, and with the Local Agency for compliance with the governing codes and building department issues.

General Scope of Services:

1. Architectural:
 - a. Provide "As-Built" Drawings of existing dimensioned conditions to be incorporated into project.
 - b. Site Review and Design of the existing Swim and Tennis Building including floor plans and exterior elevations for conversion into a Community Center.
 - c. Floor Plan and Exterior Elevation redesign.
 - d. Design development and evaluation of building systems.
 - e. Construction documents." Basic" **Performance and Material Specifications are included.**
 - f. Plan check response
 - g. Related consultant coordination, building only.
 - h. Meetings required with the Contra Costa Planning Department are not included.
2. Structural (*Waleed Mari & Associates, Inc.*):
 - a. Framing plan mark-ups (*Minor wall/beam modifications*)
 - b. Structural calculations and details if required
 - c. Plan check response
3. Mechanical (*Scheflo and Associates*): *See attached proposal*
 - a. Building Mechanical coordination, specifications
 - b. Title-24 energy calculations
 - c. Plan check response
4. Plumbing (*Scheflo and Associates*): *See attached proposal*
 - a. Building Plumbing inc. coordinate w/ existing, specifications
 - b. Water, Gas, Sewer Connections from building to 5'-0" outbound
 - c. Plan check response
5. Electrical Engineering (*HCS Engineering*): *See attached proposal*
 - a. Lighting & Power, coordinate w/ existing
 - b. Requirements for Main Service Sizing, One Line Diagrams/Panel Schedules
 - c. Performance specifications for fire alarm if required
 - d. Title 24 lighting compliance documents for common areas
 - e. Plan check response
 - f. Coordination with utility companies
 - g. Site Lighting not included

6. Civil Engineering (**By others not submitted**):
 - a. Survey-Base Map
 - b. Civil Engineering
 - c. Construction Staking
 - d. Construction Engineering Support
 - e. Utility Coordination
 - f. ADA path of travel
 - g. Coordination of site lighting
 - h. Site demolition

7. Landscape Architecture (**By others not submitted**):
 - a. Design & plans for planting
 - b. Coordination with Civil Engineer

8. Geotechnical Report (**By others as submitted**):
 - a. Subsurface testing, laboratory testing, and Report Preparation if required.

Phase I - Schematic Design

We will review the existing site; provide “As-Builts” for the existing building areas only, for applicable design considerations, code analysis, building exterior and the design applicable to Owner’s program and the governing. The design shall be presented to the Owner’s Representative for approvals. Plans include floor plans and exterior elevations.

PHASE II - Public Presentation

County Architectural Review and Approval may be required. A plan package for presentation shall be used for Architectural Review Application Process. Application shall be made by the Owner’s Representative. Meeting time with the Contra Costa County is not included in this proposal. Any drawings in additions to those necessary to obtain Town of Discovery Bay approvals shall be considered extra service.

PHASE III - Design Development Drawings

Upon approval of the Schematic designs by the Owner and Contra Costa County Design Review approvals, we will begin the Design Development Drawings. The Owner and/or the Owner’s Representative and Consultant meetings will be necessary for project and work coordination. In addition, systems and code issues will be reviewed by any overview consultants and agencies such as the soils engineer for the foundation system and designated local, state and federal building and fire agencies for code compliance prior to the start of the project.

General Outline of work to be completed by Architect as follows:

1. Develop a scaled floor plan for detailed building information such as:
 - Dimensioned floor plan;
 - Electrical lighting and power plans, mechanical unit placement;
 - Provisions for energy requirements;
 - Provisions for Accessibility Compliance;
 - Reflective ceiling plan;
 - Interior elevations of cabinets and fireplaces;
 - Building cross sections;
 - Exterior Elevations & Door/Window schedules.

PHASE IV - Construction Drawings

Based upon your approval of the Design Development drawings, we will begin the Construction Document Phase. When complete, this documentation will include all detailed information required for building permit, General Contractor's estimate and construction. Following is a listing of the Construction Drawings we will provide for this project for the community center:

- Dimensioned building plan with reference to common areas, fire walls and exiting patterns, floor and roof framing plans;
- Cross Sections where necessary to explain vertical conditions;
- Sections where necessary to explain construction detailing;
- Exterior Elevation Drawings and detailed elevations;
- Architectural Details, Door, Window and Finish Schedules;
- Reflected ceiling plan;
- Framing and roof plan;
- Interior Elevations of cabinets;
- Accessibility Code Compliance
- Fire Resistive Requirements

Phase V - Plan Check Corrections

After completion of the Working Drawings, we will provide drawings for submittal to the local agency for building permit. The local agency may send these plans to subcontractors for plan check review. We will revise the plans as required by the local agency and their plan check subcontractor for the Architectural Plan Check comments returned to us. Plan check comments will also be reviewed and revised by your other consultants and we will help coordinate all work involved.

Phase VI - Construction Bidding

The Owner and/or the Owner's Representative will prepare all required documentation for the bidding of this project and provide *telephone* consultation to the bidders for clarifications and questions. The Owner and/or the Owner's Representative will also prepare any required addenda to the Construction Documents during bidding and coordinate these items with the General Contractors and appropriate government agencies.

Phase VII - Construction Administration

During construction, Lee-Jagoe Architecture can provide Construction Observation services as required to verify that the work is being carried out in general compliance with the Construction Documents and provide for on-site clarification of conditions. The following additional services can also be provided by Lee-Jagoe Architecture at the request of the Owner as an extra service on an hourly rate:

1. Shop drawing review
2. Coordination of consultant's review
3. Substitutions
4. Site visits more than one site visit
5. Clarification/resolution of contractors' questions on Contract Documents for Construction and Bidding
6. As-built drawings and/or Client revisions

PROJECT ASSUMPTIONS

Listed below are a number of project assumptions affecting our work for this project and upon which our proposal is based:

1. The services provided by Lee-Jagoie under this proposal are for Architectural and minor Structural modifications construction documents along with the fees and coordination for additional consultants including Building Electrical, Building Mechanical and Plumbing, and Energy. Contracts for Electrical, Plumbing and Mechanical Consulting shall be billed directly to and paid by the Owner.

Civil Engineering, Landscape Architecture, Soils, Acoustical, Fire Sprinklers, Signage and Interior Decoration are not included.

A Civil Survey of the Existing Site and Building Footprint conditions including the existing buildings, pool, trellis and tennis courts may be required prior to the start of the "As-builts".

2. In addition to the consultant coordination of the buildings, our fee proposal includes the **Architectural** general coordination services of the buildings with the following consultants to be coordinated by the Owner:

- | | |
|------------------------------------|----------------------------|
| - Civil Engineer | - Signage |
| - Soils Engineer | - Interior decoration |
| - Landscape Architect | - Dry utility coordination |
| - Acoustical Engineer, if required | - Automatic fire system |
| - Accessibility Consultant | |

3. If future design approvals from local agencies or peer review require any changes to the drawings, they will be considered as Extra Services. Any modifications to the plans as a result of Owner requested changes after issuance of initial design and/or bid sets will be considered as Extra Services.
4. Owner's Representative: Mr. Rick Howard, will be the representative for the Owner and have authority to direct Lee-Jagoie Architecture, to approve drawings, request changes and approve additional services.
5. Lee-Jagoie Architecture is being contracted by the Owner and the Owner's Representative to provide design and the drawing of the plans for permits, bidding, and construction.
6. Lee-Jagoie Architecture shall be the lead Architect for this project for the design development and working drawings and will be overseeing the management of the building plans only.

7. The Owner and the Owner's Representative agrees to indemnify Lee-Jagoe Architecture against any alleged errors and omissions brought about by any party (individually or in association), any company relating in any way to the Owner or the Owner's Representative, or General Contractor or any third party for decisions and specification selection made by the Owner or the Owner's Representative..
8. The project is being designed for general conformance to the current codes including CalGreen for in the State of California and Contra Costa County. Project specific requirements from the local agencies may require potential future revisions based upon local codes and code interpretation.
9. Federal ADA Standards & The State of California Accessibility Standards for a public Recreational facility, Chapter 11B, 2010 CBC, has been used as the Accessibility Standard.
10. Preparation of special documents for items such as separate plan check submittals/permits, alternate bids, multiple prime contracts, or fast track consultation will be considered as extra services.

OWNER'S RESPONSIBILITIES

The Owner and the Owner's Representative agree to provide the following documents, services and information:

1. The necessary approvals for the design by the Owner, the local agency or any other related party.
2. The services of the consultants, engineers during the design and construction drawing phases of this project as noted under Project Assumptions #1 and #2.
3. All building permit fees, costs, costs of inspections and testing services as required by the building code or local agency.
4. Material and performance specifications.

FEE PROPOSAL

The fees below are based upon the Scope of Services, the project assumptions, and the Owner's responsibilities as described in the preceding sections. The hourly fees will be good through the calendar year of 2013 or finalization of this phase of the project. All work performed after this time frame will be subject to re-negotiation.

A. Architectural Fees:

Phase I: As-Builts (5% of %Total Building Fee)	\$1,600
Phase I: Schematic Design (25% of Total Building fee)	\$8,000
Phase II: Design Review Graphic Submittal	Hourly
Phase III: Design Development (30% of Total Building fee).....	\$9,600
Phase IV: Construction Docs (30 % of Total Building fee).....	\$9,600
Phase V: Plan Check (2.5% of contract fee).....	\$ 800
Phase VI: Bidding	Hourly
Phase VII: Construction Administration	Hourly
 Structural Modifications (7.5% Budget Not to Exceed).....	 \$2,400
 Total Architectural Fee excluding hourly:	 \$32,000

Cad Computer Perspective Rendering..... Extra Service

Previously services provided for obtaining Town of Discovery Bay preliminary approvals are not part of this proposal.

If future design approvals from local agencies require any changes to the drawings, they will be considered as Extra Services. Any modifications to the plans as a result of future specific site adaptation and Owner requested changes after issuance of initial bid sets will be considered as Extra Services. Plan check Fees will be billed after submittal of the plans for building permit resubmitted.

Consultant Fees Not Included in this Proposal Under Separate Proposal:

Electrical	HCS	\$4,500
Plumbing	Scheflo and Associates	\$3,650
Mech/Energy	Under Scheflo and Associates	Inc

Fee includes one site visit to confirm conditions with Consultant/Owner meeting. Additional consultant reviews and/or meeting attendance are considered any extra service by the consultant and will be billed as an extra service.

B. Extra Services:

Costs incurred in redrawing work due to changes initiated by the Owner or the Owner's Representative after design approvals, work not included within the scope of services, or additional work required caused by actual conditions differing from original construction documents and not verifiable from field observation of existing conditions will be considered Extra Services and billed according to the hourly rate schedule as noted above.

The proposal is based upon project parameters as defined in the scope of services. The Architect and his Consultants reserve the right to review the project direction after the design phase is completed for conformance with the scope of services as defined in this proposal and make adjustments accordingly.

Hourly Rate Schedule:

Mark Lee	\$200/hr
Dave Jagoe	\$150/hr
Project Manager:	\$100/hr
Draftsperson:	\$ 75/hr
Administrative:	\$ 50/hr
Consultants:	Per the rate fee available upon request

C. Reimbursable Expenses:

The Fixed and Hourly Fees do not include Reimbursable Expenses of:

- printing and reproduction;
- plotted Cad base sheet @ \$1.00 per sheet other than review sets
- Plotted Cad Color sheets @\$5.00 per sheet
- photography and photographic reproduction;
- travel expenses and mileage outside of Central Valley
- delivery services and express mail costs;
- engineers and consultants; and government permits and plan check fees;
- PDF Plotting Billed Hourly
-

Reimbursable expenses and engineering and consultant fees will be billable at 1.25 times invoice or be billed directly to your account. Mileage outside the Stockton/Discovery Bay region will be reimbursed at \$0.50 per mile.

D. Retainer:

A retainer to Lee-Jagoe Architecture for Architectural fees is not required prior to commencement of services.

E. Ownership of Plans:

Designs, Drawings, and Specifications as instruments of service, are and shall remain the property of Lee - Jagoe Architecture, Inc.

F. Billing:

Fixed and Hourly Fees include partners' time, personnel expenses, postage and telephone, and all materials required to produce the original drawings with the exception of CAD drawings for final plotting.

All invoices shall be submitted at the beginning and middle of each month for percent of work completed and due by the end of each billing cycle (approximately 25 days). All invoices outstanding beyond each billing cycle shall be subject to a 1.5% late charge per month. The Architect has the right to stop work in the event any invoice has extended beyond 60 days beyond the date of the invoice due.

If work is stopped for a total of more than ninety (90) calendar days, compensation shall be subject to re negotiation. The Owner or the Architect may terminate this proposal at any time for any given cause without penalty. In the event of termination, we shall be entitled to receive compensation for services performed to termination date on a percent completion basis.

SIGNATURES/AUTHORIZATION

This proposal to provide Architectural Services to Town of Discovery Bay for the remodel of the Community Center from the existing Swim/Tennis Facility dated May 28, 2013 is hereby agreed to and accepted:

Accepted on this date: _____

Town of Discovery Bay
Owner

Lee-Jago Architecture, Inc.

Rick Howard
General Manager/Authorized Agent

Mark B. Lee
President/Architect
CA License#: CO12684

AGREEMENT FOR MECHANICAL ENGINEERING SERVICES

This is an AGREEMENT between the ARCHITECT:

LEE-JAGOE ARCHITECTURE
2291 March Lane #B-200
Stockton, CA 95207

and the MECHANICAL ENGINEER:

ALEXANDER SCHEFLO AND ASSOCIATES, INC.
2926 Pacific Avenue
Stockton, California 95204

for the Mechanical Engineering Professional Services for the Project known as:

COMMUNITY BUILDING REMODEL (4,825 sq. ft.)
DISCOVERY BAY, CA

I. SCOPE OF MECHANICAL ENGINEERING SERVICES

- A. The Mechanical Engineer's professional services to the Architect shall consist of performing the following work:
 - 1. Site visit to review and document existing conditions.
 - 2. Mechanical:
 - a. Provide mechanical design for proposed remodel utilizing the existing HVAC equipment where possible, replacing, and adding as necessary.
 - 3. Plumbing:
 - a. Provide plumbing design for new restroom area/activity room consisting of ±10 fixtures utilizing existing services.
 - b. Provide gas and condensate design for any new HVAC equipment.
 - 4. Title 24:
 - a. Title 24 calculations for envelope and mechanical systems.
 - 5. Fire Sprinkler:
 - a. Add general notes to drawings establishing criteria for required modifications to the existing fire sprinkler system.
 - 6. Specification:
 - a. Provide book specification for mechanical and plumbing systems.
 - 7. Meetings:
 - a. Kick-off meeting with Architect and Owner/Owner Representative to discuss architectural schematic design and requirements of mechanical/plumbing design.
 - b. Meeting at Architect's office at 50% completion.
 - 8. Construction Administration:
 - a. Provide one (1) site visit during construction.
 - b. Response to RFIs generated through construction.
 - c. Review of plumbing and mechanical submittals.
- B. The Architect shall be the project coordinator with respect to the Mechanical Engineer's services to be performed under this agreement. The Mechanical Engineer's services shall be performed in character, sequence, and timing to meet reasonable construction schedules.
- C. The following are specifically excluded from this agreement:
 - 1. The Engineer does not guarantee the completion or performance of contracts by the construction contractor(s) or other third parties, nor shall he be responsible for their acts, errors or omissions, or for the safety of their work or workers.
 - 2. Floor plan changes beyond 50% working drawings. Any such changes shall be billed on an hourly rate using rates indicated below.
 - 3. Design of fire sprinklers, if required.
 - 4. Changes as a result of value engineering.

II. COMPENSATION

A. Basic compensation shall be a fixed fee as follows:

1. Working Drawings, Specifications, and Title 24	\$ 3,650.00
Total Fee	\$ 3,650.00

B. Any extra work required would be handled on an hourly basis, with the following rates:

Principal:	\$140.00/hr
Engineering:	120.00/hr
Designer:	95.00/hr
Drafting:	85.00/hr
Computer Input:	75.00/hr
Secretarial:	65.00/hr

C. Monthly billing for work completed will be billed at the first of each month.

D. If the project is suspended or abandoned in whole or part or should any portions of the Project be deleted or otherwise not constructed, the Mechanical Engineer shall be compensated for all services performed together with sums for Additional Services. Compensation shall be paid for the amount which bears the same ratio to the total fee otherwise payable under this agreement as the services actually rendered hereunder bear to the services necessary for the full performance of the work originally contemplated under this contract.

III. EXTRA SERVICES AND COMPENSATION

A. The Architect may direct the Mechanical Engineer in writing to perform services in addition to the Basic Services under Paragraph I, such services to be referred to herein and elsewhere as Extra Services.

B. In the event that the Architect or any governmental agency institute revisions to approved drawings at any time, or should the scope of work change in any way, additional work caused thereby shall constitute Extra Services. In no event, however, shall any additional work be initiated without written approval of the Architect.

IV. REIMBURSABLE EXPENSES

A. Certain expenses, when incurred as a necessary part of the project development, are reimbursable. These expenses include:

1. Out of pocket expenses and fees paid for securing approval of authorities having jurisdiction over these projects.

V. PROJECT DATA

A. The Mechanical Engineer shall obtain data and information necessary for the execution of his services, except that:

1. The Architect, in a timely manner, shall provide plans, elevations, sections, details as required for this work.

B. The Mechanical Engineer shall provide electronic files for convenience and use in the preparation of drawings related to the project herein, subject to the following terms and conditions:

1. Data contained on electronic files is part of the Mechanical Engineer's instruments of service and shall not be used by Architect or anyone else receiving data through or from the Architect or Mechanical Engineer for any purpose other than as a convenience in the preparation of drawings for the project. Architect agrees to make no claim and hereby wavier, to the fullest extent permitted by law, any claim or cause of action of any nature against Mechanical Engineer, its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with the Architect=s use of the electronic files.
2. These electronic files are not contract documents. Significant differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. Mechanical Engineer makes no representation regarding the accuracy or completeness of the electronic files received by the Architect. In the event that a conflict arises between the signed contract documents and electronic files, the Architect or anyone is not relieved of their duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details.

VI. REPRODUCTION AND INFORMATION

A. The Mechanical Engineer shall furnish at their expense to the Architect all progress reproductions and information required for the execution of his services.

B. The Architect shall furnish at their expense, information and progress reproductions of his work required for the execution of the Mechanical Engineer's services.

C. Multiple copies of the Final Construction Drawings and Specifications furnished to the Architect shall be paid for by the Architect, masters for the multiple copies of the Final Construction Drawings and Specifications shall be provided by the Mechanical Engineer to the Architect at the expense of the Architect.

VII. INSURANCE

A. Professional Liability Insurance - \$1,000,000; \$5,000 deductible. Certificates of insurance will be provided to the Architect upon request.

B. Each part to this agreement shall maintain statutory worker's compensation insurance coverage and property damage, both written on an occurrence basis.

VIII. ARCHITECTSHIP OF DOCUMENTS

A. Drawings and specifications prepared by the Mechanical Engineer as instruments of services are the property of the Architect whether the projects for which they are made is executed or not. They may not be used on other projects or extensions to these projects except by agreement in writing and with appropriate compensation to the Mechanical Engineer.

IX. MEDIATION/ARBITRATION

- A. Notwithstanding the requirement that disputes arising out of this agreement shall be subject to arbitration, as a precondition to the filing of any such arbitration, all claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this Agreement or the breach thereof, shall be first submitted to non-binding mediation prior to initiation of any arbitration unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction which this Agreement was signed.
- B. Claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this Agreement or the breach thereof shall be subject to mediation first as stated above, and by arbitration, second, in accordance with the Construction Industry Arbitration Association Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.
- C. Demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings base on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.
- D. No arbitration arising out of or relating to this agreement, manner, any additional person not a party to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Mechanical Engineer, the Architect, and any other person sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any dispute not described therein. This foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to be the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- E. In the event of any such arbitration, each party shall have full discovery rights as generally provided for in California Code of Civil Procedure section 1283.05 and 1283.1. The arbitrator(s) shall apply and any decision shall be consistent with California Law.
- F. In addition to any basis for appeal permitted by law, any arbitrator's decisions rendered pursuant to this agreement may be set aside upon a showing of material mistake of fact or law by the arbitrator(s) which results in substantial prejudice to either party. Given no appeal is made by either party as allowed, the award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- G. Should litigation occur between the two parties relating to the provisions of this agreement, all expenses, collection expenses, witness fees, court costs, and attorney's fees shall be paid by the non-prevailing party to the prevailing party.

X. EXCLUSIONS FROM THIS CONTRACT

- A. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the other's control.
- B. Specifically omitted from this agreement are all design and construction review services relating to the contractor's safety precautions or to means, methods, techniques, sequence, or procedures required for the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are limited to shoring, underpinning, scaffolding, temporary retainment of excavations and any construction, erection methods and bracings.
- C. Exclude any responsibility and liability claims resulting from asbestos related injuries or damages.
- D. Exclude any responsibility and liability claims resulting from related losses from mold, fungi, or microbe associated with the project.

XI. MISCELLANEOUS

- A. In the event any of the provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, or covenant shall not be construed by the other party as a waiver of a subsequent break of the same by the other party.
- B. This agreement may be terminated by written notice to the other party in the event of substantial failure to perform in accordance with the terms of this Agreement.
- C. No deductions shall be made from the Mechanical Engineer's compensation on account of penalty, liquidated damages or other sums withheld from payments to Architect, or on account of the cost of changes in the work other than those for which the Mechanical Engineer is held legally liable.
- D. The Architect and the Mechanical Engineer each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Architect nor the Mechanical Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

XI. SCOPE OF AGREEMENT

A. This is the entire Agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. It is not the intent of the parties to this Agreement to form a partnership or joint venture.

XIII. VALIDITY OF AGREEMENT

A. Prior to project start date this Agreement for Services will be in effect for one year from date of agreement.

The above is mutually agreed to between:

ALEXANDER SCHEFLO AND ASSOCIATES, INC.
Mechanical Engineers

LEE-JAGOE ARCHITECTURE
Architect

by: _____ Date _____

by: _____ Date _____

Mitch Scheflo, P.E.
ALEXANDER SCHEFLO & ASSOC., INC.
2926 Pacific Avenue
PO Box 4183
Stockton, CA 95204
Phone (209) 948-9761
Fax (209) 948-1258

Mark Lee, AIA
LEE-JAGOE ARCHITECTURE
2291 March Lane #B-200
Stockton, CA 95207
Phone (209) 957-9254
Fax (209) 957-9347

HCS ENGINEERING, INC.

CONSULTING ELECTRICAL ENGINEERING

4512 FEATHER RIVER DRIVE, SUITE F
STOCKTON, CA 95219
(209) 478-8270
FAX (209) 478-2169

May 28, 2013
Mark Lee
Lee Jagoe Architecture
Stockton, CA

Re: Discovery Bay Community Center Remodel
Electrical Engineering Proposal
Revised

Dear Mark,

We welcome this opportunity to respond to your request for a fee proposal for the work of preparing electrical construction documents for the above referenced project. Our fee is based on the information contained in your emails, and the following.

Our understanding of the scope of work is as follows:

1. Site visit to review the existing conditions and review the electrical service.
2. Review of any existing plans.
3. Provide electrical lighting plans including lighting controls and power plans for the improvements.
4. Layout of telephone, computer outlets and raceways.
5. Title 24 lighting compliance documents for lighting.
6. Electrical specifications shall be provided in book form.
7. Provide progress set for review by yourself and the owner. Electronically transmitted PDFs.
8. Plan Check submission, signed plans.
9. Plan check responses and corrections as required.
10. Construction administration to include answering questions during construction and one site inspection

Work not included, but can be performed as extra services at your request, are as follows:

- A. Any additional trips to the site.
- B. Improvements to areas outside of the community building.

The tennis courts were highlighted, but we are not including tennis court lighting.

- C. Structural calculations for anchorage of electrical equipment including panels, etc.
- D. Re-design for changes in scope, changes to drawings after finalization of construction drawings or changes necessary for substituted systems.
- E. "As-built" drawings.
- F. Construction administration, submittal review, inspections.'
- G. LEED documentation
- H. CalGreen Documentation

Your office to provide all of the necessary base sheets on CAD. Work to commence upon receiving a signed proposal authorizing us to provide the service noted.

Billing and payment for services rendered shall be as follows:

1. Monthly, based on progress of work.

Should the project be postponed or cancelled, we will bill up to the time of notification.

Our fees for carrying out the above referenced work would be \$4,500.

Please review the information above and let me know if you need any further clarifications.

If you and the owner find the proposal acceptable, please sign below and return to our office by fax (209) 478-2169 or email to annette@hcs-eng.com.

Please don't hesitate to call if you have any questions.

Sincerely,
HCS Engineering, Inc.

Richard Smith, P.E.
Electrical Engineer

Discovery Bay Community Center
Electrical Engineering Proposal
May 28, 2013

By signing this, I state that I am authorized representative to sign for the company responsible for this Project in this document and agree to the terms and conditions set out in this proposal.

Approved:

X _____
Authorized Signature (Sign & Print) Date