

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