

## 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](mailto: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
<b>Location</b>	The project is located at 1601 Discovery Bay Blvd, Discovery Bay, CA 94505.
<b>Proposed Improvements</b>	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

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Environmental    Facilities    Geotechnical    Materials

## **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
<b>Total for Aquatic Design</b>	<b>\$52,500</b>	

\*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 bibbs 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.