

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% |



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- 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

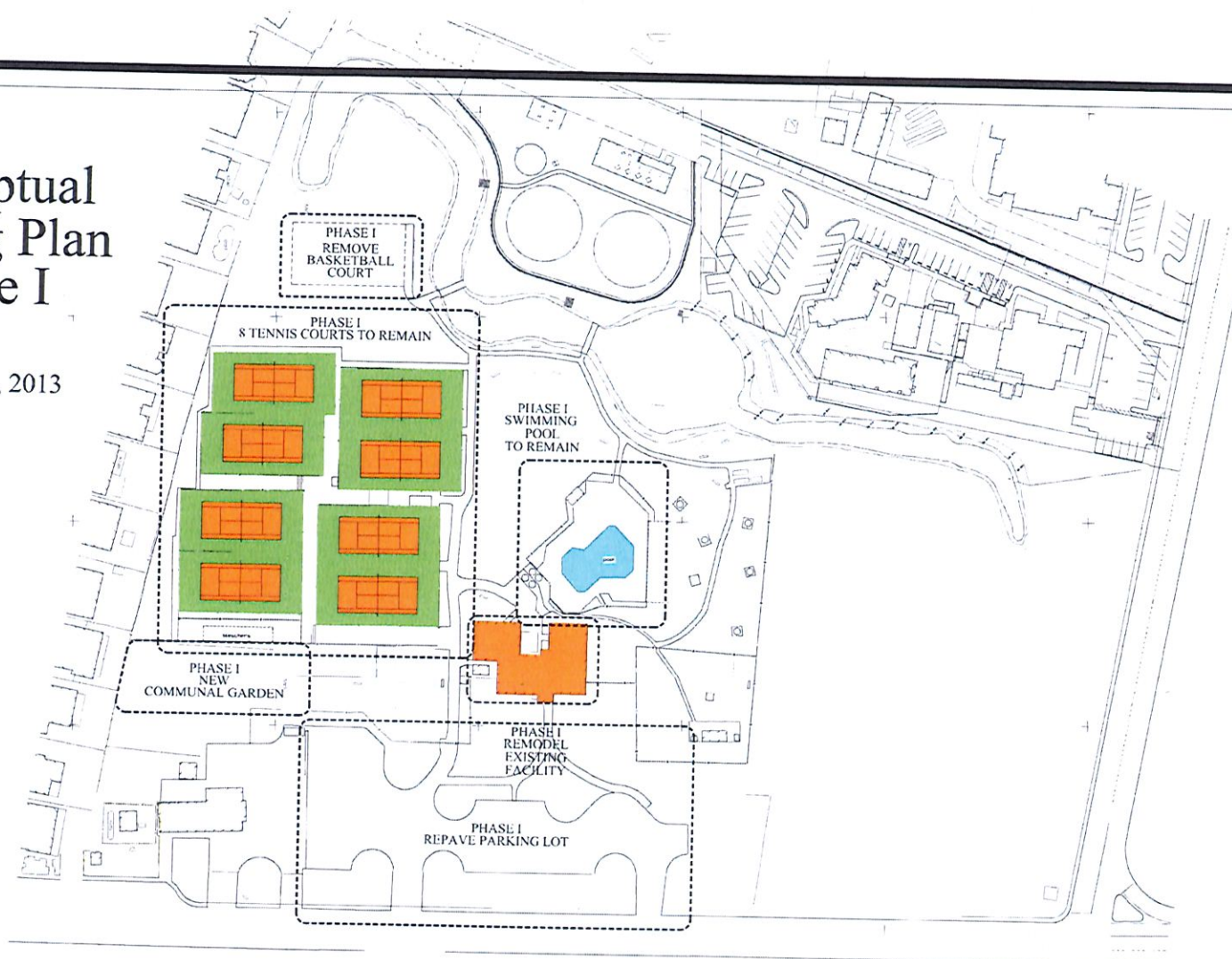


Based on Pool Option #3 \$1,122,500

<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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