City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY. ONE JACKSONVILLE.

January 4, 2019

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

THRU: John P. Pappas, P.E.
Director

01/11/19 09:50:08
Procurement Division

FROM: William J. Joyce, P.E.
Director of Operations

R. Duane Kent, P.E.
Public Works Project Manager

Jill Enz
Manager, Parks Development and Natural Resources

SUBJECT: P-27-17 Professional Design Services for Blue Cypress Park Pool
RPCP32EF5720-069505-PR0093-10 $466,056.27

The Engineering Division has negotiated with the consultant selected for Professional Design Services for Blue Cypress Park Pool, resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B. JSEB firms to be utilized to meet the 20% Participation Percentage Plan for this contract are detailed on a separate attachment.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with PQH-Wallover Aquatics Joint Venture for the Professional Design Services for Blue Cypress Park Pool, that incorporates the attached Scope of Services identified as Exhibit "A" and Fee Schedule identified as Exhibit "B", to provide a lump sum Design Fee of $371,972.27 and not to exceed limits for: Architecture and Aquatics in the amount of $35,920.00, Planning and Coordination in the amount of $39,514.00, Structural/MEP in the amount of $5,000.00, Survey in the amount of $5,000.00, Travel in the amount of $7,650.00 and Contingency in the amount of $1,000.00 with the maximum indebtedness to the City in the amount of $466,056.27 and with an expiration date of Project Completion. All other terms and conditions of the Contract shall be as provided in the Request for Proposals and the City's standard contract language, as applicable.

ES/lw

Attachment: Exhibits A & B
JSEB Participation

cc: Lori West, Contract Specialist

ab

PQH - WALLOVER Aquatics Joint Venture

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project		2. Proposal Number	
Blue Cypress Park Pool **CONSTRUCTION DOCUMENTS- Design / Permitting**		**P-27-17**	
3. Name of Consultant		4. Date of Proposal	
PQH - WALLOVER Aquatics Joint Venture	12/7/2017	Revised	11/29/2018

PART II - LABOR RELATED COSTS
TASK 1 Planning Review & Site Adjustment

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost		TOTAL
Principal	$74.03	64		$4,737.92	
Project Manager/Sr Designer	$47.95	409		$19,611.55	
Project Programmer	$46.20	32		$1,478.40	
Design Architect/Engineer	$37.85	468		$17,713.80	
Designer or Technician	$20.02	740		$14,814.80	
Interior Designer	$33.81	56		$1,893.36	
Quality Control/Estimator	$33.81	56		$1,893.36	
DIRECT LABOR Task 1		1,825	Hours		$62,143.19
6. Overhead (Combined Fringe Benefit & Administrative)					
	Overhead Rate 170%.				$105,643.42
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)					$167,786.61
8. PROFIT: Labor Related Costs (Item 7)			x	10%	$16,778.66

PART III - OTHER COSTS

9. Miscellaneous Direct Costs					
Printing			$	1,200.00	
Shipping/Courier/Misc.			$	350.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL					$1,550.00
10. SUBCONTRACTS (Lump Sum)					
GAI - Design and Permitting			$	159,157.00	
MAE - GEOTECHNICAL			$	4,200.00	
M & M - Structural/MEP Design			$	22,500.00	
SUB-CONTRACT DESIGN SUB-TOTAL					$185,857.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)					$371,972.27
11. REIMBURSABLE COSTS (Limiting Amount)					
CONSTRUCTION ADMINISTRATION (CA)					
PQHW ARCHITECTURE AND AQUATICS			$	35,920.00	
GAI PLANNING/COORDINATION			$	39,514.00	
M&M STRUCTURAL/MEP			$	5,000.00	
GAI SURVEY			$	5,000.00	
Travel ($4650 + $3000)			$	7,650.00	
Other/Contingency			$	1,000.00	
SUB-TOTAL REIMBURSABLES					$94,084.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$466,056.27**
12. PRIOR CONTRACT AMOUNT (Through Amendment #0)	$0.00
AMENDED AMOUNT OF CONTRACT	**$466,056.27**

PQH + Wallover Aquatics Joint Venture

BLUE CYPRESS PARK – NEW POOL AND FACILITIES

PQH – WALLOVER AQUATICS JV

December 7, 2017
Revised February 9, 2018

SCHEDULE OF DESIGNATED SERVICES

I. DESIGN SERVICES

A. Architectural Design/Documentation:

.01 During the Planning Review Design Phase, responding to program requirements and preparing:
- .01 Confirm 30% Design Program and Budget
- .02 Adjust 30% site and building plans
- .03 Review 30% sections and elevations
- .04 Review 30% selection of building systems and materials.
- .05 Adjust Site and Building dimensions, areas and volumes.
- .06 Perspective sketch.

.02 During the Design Development Phase 60% consisting of development and expansion of architectural 30% Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
- .01 Plans, sections and elevations
- .02 Typical construction details
- .03 Final materials selection
- .04 Equipment layouts.

.03 During the Contract Documents Phase (90% + 100%) consisting of preparation of Drawings based on approved Design Development Document setting forth in detail the architectural construction requirements for the project.

B. Structural Design/Documentation:

.01 During the Planning Review Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
- .01 Review 30% predetermined structural system
- .02 Consider alternate structural systems.

.02 During the Design Development Phase (60%) consisting of development of the specific structural system(s) and 30% Design Documents in sufficient detail to establish:

- .01 Basic structural system and dimensions
- .02 Final structural design criteria
- .03 Foundation design criteria
- .04 Preliminary sizing of major structural components
- .05 Critical coordination clearances.

.03 During the Contract Documents Phase (90% and 100%) consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

C. Mechanical Design/Documentation:

.01 During the Planning Review Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

- .01 Heating and ventilating
- .02 Air conditioning – office only
- .03 Plumbing
- .04 Fire protection
- .05 General space requirements.

.02 During the Design Development Phase (60%) consisting of development and expansion of mechanical Planning Review Design Documents and development of Specifications or materials lists to establish:

- .01 Approximate equipment sizes and capacities
- .02 Preliminary equipment layouts
- .03 Required space for equipment
- .04 Required chases and clearances
- .05 Acoustical and vibration control
- .06 Visual impacts
- .07 Energy conservation measures.

.03 During the Contract Documents Phase (90% and 100%) consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

D. Electrical Design/Documentation:

.01 During the Planning Review Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

- .01 Power and service distribution
- .02 Lighting
- .03 Telephones
- .04 Fire detection and alarms
- .05 Security Systems
- .06 Electronic communications
- .07 Special electrical systems
- .08 General space requirements.

.02 During the Design Development Phase (60%) consisting of development and expansion of electrical Planning Review Design Documents and development of Specifications or materials lists to establish:

- .01 Criteria for lighting, electrical and communications systems
- .02 Approximate sizes and capacities of major components
- .03 Preliminary equipment layouts
- .04 Required space for equipment
- .05 Required chases and clearances

.03 During the Contract Documents Phase (90% and 100%) consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.

E. Specialty Design – Aquatics Documentation:

PQH-Wallover will produce the technical design and specifications for the proposed pools (an outdoor completion pool and leisure pool currently sized as a 6 lane fixed length pool; 45'-0" x 75'-1") plus an irregular shaped pool totaling approximately 5,150 SF. In addition, we will provide our technical expertise for the Design Team's use in developing the water playground and all necessary support facilities. This work will include the following specific and general Specification Sections under Divisions 2 through 12, Division 13, and appropriate mechanical and electrical technical specifications.

We will be providing design and documentation for the filter room equipment and enclosure. Consult with MEP engineering staff to assist in developing the design criteria for the mechanical systems and appropriate lighting levels. All pool heating is normally included in our scope of work exclusive of power source and makeup and exhaust ductwork normally associated with the MEP consultants.

PQH + Wallover Aquatics Joint Venture

.01 During the Planning Review Design Phase, the Aquatics Team shall review the design and program furnished by Owner and utilizing this information, refine the design concepts and approach to the Project, and prepare any necessary drawings and other documents that illustrate the scale and relationships to the site. Ongoing review of all programmatic requirements, including functional and budgetary constraints, occurs throughout this phase of the Work. This phase will completely familiarize our Team with the work performed to date and make any adjustments necessary to bring the pools into compliance with all applicable regulations and Project requirements if and where necessary.

.02 During the Design Development Phase, based on the approved Planning Review Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, our Team shall prepare a Design Development package for approval as the Owner. This package will consist of drawings and documents that describe the size and character of the Project as to architectural, structural, mechanical and electrical systems and other areas as deemed appropriate to the program. All functional and budgetary constraints of the program are updated and reviewed appropriately.

.03 During the Construction Document Phase (90% and 100%), based on the approved Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner. PQH-Wallover shall prepare Construction Documents, consisting of drawings and specifications for the Project. These Drawings and Specifications will set forth, in detail, the requirements for the construction of the Project including preparation of all bidding information and pool related documents required as a part of the Specifications for the Project.

.04 During the Construction Phase, PQH-Wallover shall provide specific swimming pool related Construction Administration during this phase of the work and acts as the Joint Venture's representative to verify compliance with the Construction Documents. As a matter of firm policy, we shall schedule regular Job Meetings with the Contractor and pool sub-contractors during the actual Construction Phase for the pools.

.05 During the Meetings the anticipated number of design meetings and field visitations for this Project for the Aquatics Team is **eight (8) meetings.** This assumes two (2) design & bidding phase meetings, six (6) construction phase meetings including one (1) pre-installation meeting and four (4) progress observation meetings (six to 8 months duration) during construction plus one (1) meeting for substantial and final completion verification. Digital photography and Skype meetings could be an alternative to on-site representation for our out of town partners.

.06 During Technical Specifications, the (Required coordination for swimming pool construction including review and comment on – Div. 2, 4, 5, 6, 7, 8, 9, 10 & 12 as required)

01. Review & Comment of Division 1 Requirements
02. Review & Comment of Division 2 Specifications for pool contract coordination
03. Section 030100 – Concrete
04. Section 079200 – Sealants and Caulking
05. Special Construction Division 13 shall, at a minimum, include:
06. Section 131500 – Stainless steel or concrete construction (or alternative systems such as the Myrtha Pool System, Bradford Pools or Chester Pools)
07. Section 131520 – Swimming Pool Ceramic Tile Finish
08. Section 131530 – Pool Filtration Systems
09. Section 131540 – Stainless Steel Gutter Recirculation System
010. Section 131550 – Sanitation System (Water Chemistry / Pool Disinfectant Systems / UV supplemental sanitation)
011. Section 131560 – Carbon Dioxide (CO_2) pH Balance System
012. Section 131570 – Supplemental Water Treatment – Sphagnum Moss treatment
013. Section 131580 – Pool Desk & Miscellaneous Pool Equipment
014. Review of MEP Technical Specifications for Pool Contract coordination

One regular /irregular shaped 5,150 SF (+/-+ outdoor competitive pool, splash pad, independent filtration, recirculation, and sanitation systems and all related deck equipment; including Building Plans, Sections, Elevations, Details and appropriate Schedules @ appropriate scales. ADA compliance will be provided for all components of the wet area for the site.

The drawings and specifications will include a complete Base Bid set of drawings for the pool and support systems. A complete set of construction drawings will be provided for insertion in the final bid set. In the event, the City wishes to bid multiple systems; i.e., a Myrtha pool vs. a traditional concrete construction methodology, our documentation can readily accommodate these requests. If we know this option is under consideration, our design fees can be adjusted to reflect this contingency.

.07 Design Drawings

01. Pool Plans incorporating deck layout, equipment & access locations at 1/4" = 1'-0" or other appropriate scale
02. Filter Room Plan @ 1/2"=1'-0" (design & sixing of the filtration equipment and recirculation lines is included)
03. System operating schedules and design requirements
04. Filter Room Interior Elevations (filter layout) @ 1/2" = 1'-0"
05. Cast-in-Place concrete construction, pneumatically placed concrete construction or Stainless Steel, (Bradford Pools or Myrtha Pools USA) pre-engineered systems optional design documentation (if selected)
06. Pneumatic concrete and structural reinforcing steel layout for conventional swimming pool containment structure construction option
07. Pool(s) Sections and Interior Elevations @ 1/4"=1'-0"
08. Gutter Section/Pool Wall Beam details @ 1-1/2" = 1'-0"
09. Pool(s) Piping Schematic plan @ 1/8"= 1'-0"
010. Pool(s) Grounding and Electrical plan @ 1/8"=1'-0"
011. Equipment schedules
012. Any and all miscellaneous drawings or details necessary to convey the intent of the design
013. ADA compliance documentation
014. Florida and Jacksonville County Department of Health planning module preparation
015. Coordination with the **City of Jacksonville.**

0.8 Deliverables (Format) : All necessary construction drawings and specific details for the design and construction of a State of Florida compliant outdoor pool and water playground including all related filter room facilities will be provided in a Revit Ver. 2018 file incorporating AIA layering.

F. Survey/Civil Design/Documentation: (by GAI)

.01 See Attached Scope from GAI.

G. Specifications:

.01 During the Schematic Design Phase consisting of:

.01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.

.02 Coordination of similar activities of other disciplines.

.02 During the Design Development Phase consisting of activities by in-house architectural personnel in:

- .01 Presentation of proposed General and Supplementary Conditions of the Contract for Owner's approval.
- .02 Development of architectural Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
- .03 Coordination of similar activities of other disciplines

.03 During the Contract Documents Phases consisting of activities of in-house architectural personnel in:

- .01 Assistance to the Owner in development and preparation of bidding information which describes the time, place and conditions of bidding, bidding forms, and the form of Agreement between the Owner and Contractor
- .02 Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions)
- .03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction Project.
- .04 Coordination of the development of Specifications by other disciplines
- .05 Compilation of Project Manual including Conditions of the Contract, bidding information and Specifications.

II. CONTRACT ADMINISTRATION SERVICES

A. General Services consisting of:

- .01 Assisting Owner in obtaining building permits.
- .02 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .03 Distribution of submittals to Owner, Contractor and/or Architect's field representative as required.
- .04 Related communications.
- .05 Evaluation of Applications for Payment and certification

B. Observation Services consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications.

C. **Supplemental Documentation** services consisting of:

.01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor or the Owner.

.02 Forwarding Owner's instructions and providing guidance to the Contractor on the Owner's behalf relative to changed requirements and schedule revisions.

D. **Quotation Requests/Change Orders** consisting of:

.01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.

.02 Review of proposals from Contractor for reasonableness of quantities and costs of labor and materials.

.03 Review and recommendations relative to changes in time for Substantial Completion

.04 Assisting in the preparation of appropriate Modifications of the Contract for Construction

.05 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

E. **Interpretations and Decisions** consisting of:

.01 Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

.02 Rendering written decisions within a reasonable time and following the procedures set forth in the General Conditions of the Contract for Construction, AIA Document A201, current as of the date of this Agreement.

F. **Project Closeout** services initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

.01 Walk-thru with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.

.02 Determination of the amounts to be withheld until final completion.

.03 Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment.

.04 Issuance of Certificate of Substantial Completion
.05 Notification to Owner and Contractor of deficiencies.
.06 Follow-up visits, limited to two (2), and final walk-thru with the Owner's representative to verify final completion of the Work.
.07 Issuance of final Certificate for Payment.

END

EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: **PQH-WALLOVER AQUATICS JV**

Project Title: **Professional Design Services for Blue Cypress Park Pool**

Proposal Number: **P-27-17** Total Base Proposal Amount (if applicable): **$ 464,863.00**

***Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
PQH-WALLOVER AQUATICS JV	Hispanic-American	Architectural & Aquatic Design	$ 227,700.00
GAI CONSULTANTS, INC.	Non-MBE	Landscape, Civil, Environmental	
MCVEIGH & MANGUM ENGINEERING, INC.	Non-MBE	Structural, Mechanical, Electrical and Plumbing	
MESKEL & ASSOCIATES ENGINEERING, LLC	Women Owned	Geotechnical Services	$ 4,200.00

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	
Hispanic-American Participation Total	$ 227,700.00
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	$ 4,200.00
Non-MBE Participation Total	

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer: _____ Title: Project Lead Date: November 1, 2018

Print Name: Jose M. Perez, AIA, CGC, LEED®AP BD+C

CONTRACT FEE SUMMARY FOR First Coast Aquatic Center

PART I - GENERAL

1. Project Blue Cypress Pool - Design, Permitting, and Construciton Phase Services	**2. City Contract Number** TBD
3. Name of Consultant GAI Consultants, Inc.	**4. Date of Proposal** 12/4/2017

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Sr. Director	$ 100.00	20	$ 2,000.00	
Director	$ 75.00	40	$ 3,000.00	
Sr. Manager (PM)	$ 58.50	275	$ 16,087.50	
Sr. LA	$ 32.00	76	$ 2,432.00	
Sr. Technician	$ 26.00	100	$ 2,600.00	
Sr. Engineering Director	$ 90.00	32	$ 2,880.00	
Eng. Manager	$ 75.00	84	$ 6,300.00	
Sr. Project Engineer	$ 48.00	106	$ 5,088.00	
Lead Designer	$ 38.00	140	$ 5,320.00	
Engineer Intern	$ 26.50	180	$ 4,770.00	
CAD Operator	$ 29.00	320	$ 9,280.00	
Sr. Environmental Specialist	$ 43.00	0	$ 0.00	
Environmental Prj. Specialist	$ 30.00	0	$ 0.00	
Surveyor (PSM)	$ 57.00	40	$ 2,280.00	
Two-Man Survey Crew	$ 50.00	100	$ 5,000.00	
Admin	$ 20.00	40	$ 800.00	
			TOTAL DIRECT LABOR	$67,838
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 172.94%				$117,318
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$185,156
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$18,516
TOTAL LUMP SUM LABOR FEE (GAI)				**$203,671**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS	
Direct Expenses Allowance (Lump Sum)	$ 3,000
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$3,000**
10. SUBCONSULTANTS	
SUB-CONTRACT SUB-TOTAL	**$0**

PART IV - FEE SUMMARY

TOTAL FEE - (Items 5, 6, 8, 9 and 10)	**$206,671**

GAI:

DESIGN/PERMIT'G $159,157
CONST. ADMIN. 39,514
SURVEY 5,000
DIRECT EXP. 3,000

$ 206,671

November 2, 2018
GAI Project No. A171331.00

EXHIBIT D
COJ_Blue Cypress Pool Design Permit and Post Design Fee Summary_120417

© 2018 GAI Consultants.

.04 Issuance of Certificate of Substantial Completion
.05 Notification to Owner and Contractor of deficiencies.
.06 Follow-up visits, limited to two (2), and final walk-thru with the Owner's representative to verify final completion of the Work.
.07 Issuance of final Certificate for Payment.

END

C. **Supplemental Documentation** services consisting of:

.01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor or the Owner.

.02 Forwarding Owner's instructions and providing guidance to the Contractor on the Owner's behalf relative to changed requirements and schedule revisions.

D. **Quotation Requests/Change Orders** consisting of:

.01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.

.02 Review of proposals from Contractor for reasonableness of quantities and costs of labor and materials.

.03 Review and recommendations relative to changes in time for Substantial Completion

.04 Assisting in the preparation of appropriate Modifications of the Contract for Construction

.05 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

E. **Interpretations and Decisions** consisting of:

.01 Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

.02 Rendering written decisions within a reasonable time and following the procedures set forth in the General Conditions of the Contract for Construction, AIA Document A201, current as of the date of this Agreement.

F. **Project Closeout** services initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

.01 Walk-thru with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.

.02 Determination of the amounts to be withheld until final completion.

.03 Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment.

.02 During the Design Development Phase consisting of activities by in-house architectural personnel in:

- .01 Presentation of proposed General and Supplementary Conditions of the Contract for Owner's approval.
- .02 Development of architectural Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
- .03 Coordination of similar activities of other disciplines

.03 During the Contract Documents Phases consisting of activities of in-house architectural personnel in:

- .01 Assistance to the Owner in development and preparation of bidding information which describes the time, place and conditions of bidding, bidding forms, and the form of Agreement between the Owner and Contractor
- .02 Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions)
- .03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction Project.
- .04 Coordination of the development of Specifications by other disciplines
- .05 Compilation of Project Manual including Conditions of the Contract, bidding information and Specifications.

II. CONTRACT ADMINISTRATION SERVICES

A. General Services consisting of:

- .01 Assisting Owner in obtaining building permits.
- .02 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .03 Distribution of submittals to Owner, Contractor and/or Architect's field representative as required.
- .04 Related communications.
- .05 Evaluation of Applications for Payment and certification

B. Observation Services consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications.

.07 Design Drawings

01. Pool Plans incorporating deck layout, equipment & access locations at 1/4" = 1'-0" or other appropriate scale
02. Filter Room Plan @ 1/2"=1'-0" (design & sixing of the filtration equipment and recirculation lines is included)
03. System operating schedules and design requirements
04. Filter Room Interior Elevations (filter layout) @ 1/2" = 1'-0"
05. Cast-in-Place concrete construction, pneumatically placed concrete construction or Stainless Steel, (Bradford Pools or Myrtha Pools USA) pre-engineered systems optional design documentation (if selected)
06. Pneumatic concrete and structural reinforcing steel layout for conventional swimming pool containment structure construction option
07. Pool(s) Sections and Interior Elevations @ 1/4"=1'-0"
08. Gutter Section/Pool Wall Beam details @ 1-1/2" = 1'-0"
09. Pool(s) Piping Schematic plan @ 1/8"= 1'-0"
010. Pool(s) Grounding and Electrical plan @ 1/8"=1'-0"
011. Equipment schedules
012. Any and all miscellaneous drawings or details necessary to convey the intent of the design
013. ADA compliance documentation
014. Florida and Jacksonville County Department of Health planning module preparation
015. Coordination with the **City of Jacksonville.**

0.8 Deliverables (Format) : All necessary construction drawings and specific details for the design and construction of a State of Florida compliant outdoor pool and water playground including all related filter room facilities will be provided in a Revit Ver. 2018 file incorporating AIA layering.

F. Survey/Civil Design/Documentation: (by GAI)

.01 See Attached Scope from GAI.

G. Specifications:

.01 During the Schematic Design Phase consisting of:

.01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.

.02 Coordination of similar activities of other disciplines.

.06 During Technical Specifications, the (Required coordination for swimming pool construction including review and comment on – Div. 2, 4, 5, 6, 7, 8, 9, 10 & 12 as required)

01. Review & Comment of Division 1 Requirements
02. Review & Comment of Division 2 Specifications for pool contract coordination
03. Section 030100 – Concrete
04. Section 079200 – Sealants and Caulking
05. Special Construction Division 13 shall, at a minimum, include:
06. Section 131500 – Stainless steel or concrete construction (or alternative systems such as the Myrtha Pool System, Bradford Pools or Chester Pools)
07. Section 131520 – Swimming Pool Ceramic Tile Finish
08. Section 131530 – Pool Filtration Systems
09. Section 131540 – Stainless Steel Gutter Recirculation System
010. Section 131550 – Sanitation System (Water Chemistry / Pool Disinfectant Systems / UV supplemental sanitation)
011. Section 131560 – Carbon Dioxide (CO_2) pH Balance System
012. Section 131570 – Supplemental Water Treatment – Sphagnum Moss treatment
013. Section 131580 – Pool Desk & Miscellaneous Pool Equipment
014. Review of MEP Technical Specifications for Pool Contract coordination

One regular /irregular shaped 5,150 SF (+/-+ outdoor competitive pool, splash pad, independent filtration, recirculation, and sanitation systems and all related deck equipment; including Building Plans, Sections, Elevations, Details and appropriate Schedules @ appropriate scales. ADA compliance will be provided for all components of the wet area for the site.

The drawings and specifications will include a complete Base Bid set of drawings for the pool and support systems. A complete set of construction drawings will be provided for insertion in the final bid set. In the event, the City wishes to bid multiple systems; i.e., a Myrtha pool vs. a traditional concrete construction methodology, our documentation can readily accommodate these requests. If we know this option is under consideration, our design fees can be adjusted to reflect this contingency.

.01 During the Planning Review Design Phase, the Aquatics Team shall review the design and program furnished by Owner and utilizing this information, refine the design concepts and approach to the Project, and prepare any necessary drawings and other documents that illustrate the scale and relationships to the site. Ongoing review of all programmatic requirements, including functional and budgetary constraints, occurs throughout this phase of the Work. This phase will completely familiarize our Team with the work performed to date and make any adjustments necessary to bring the pools into compliance with all applicable regulations and Project requirements if and where necessary.

.02 During the Design Development Phase, based on the approved Planning Review Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, our Team shall prepare a Design Development package for approval as the Owner. This package will consist of drawings and documents that describe the size and character of the Project as to architectural, structural, mechanical and electrical systems and other areas as deemed appropriate to the program. All functional and budgetary constraints of the program are updated and reviewed appropriately.

.03 During the Construction Document Phase (90% and 100%), based on the approved Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner. PQH-Wallover shall prepare Construction Documents, consisting of drawings and specifications for the Project. These Drawings and Specifications will set forth, in detail, the requirements for the construction of the Project including preparation of all bidding information and pool related documents required as a part of the Specifications for the Project.

.04 During the Construction Phase, PQH-Wallover shall provide specific swimming pool related Construction Administration during this phase of the work and acts as the Joint Venture's representative to verify compliance with the Construction Documents. As a matter of firm policy, we shall schedule regular Job Meetings with the Contractor and pool sub-contractors during the actual Construction Phase for the pools.

.05 During the Meetings the anticipated number of design meetings and field visitations for this Project for the Aquatics Team is **eight (8) meetings.** This assumes two (2) design & bidding phase meetings, six (6) construction phase meetings including one (1) pre-installation meeting and four (4) progress observation meetings (six to 8 months duration) during construction plus one (1) meeting for substantial and final completion verification. Digital photography and Skype meetings could be an alternative to on-site representation for our out of town partners.

D. Electrical Design/Documentation:

.01 During the Planning Review Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

- .01 Power and service distribution
- .02 Lighting
- .03 Telephones
- .04 Fire detection and alarms
- .05 Security Systems
- .06 Electronic communications
- .07 Special electrical systems
- .08 General space requirements.

.02 During the Design Development Phase (60%) consisting of development and expansion of electrical Planning Review Design Documents and development of Specifications or materials lists to establish:

- .01 Criteria for lighting, electrical and communications systems
- .02 Approximate sizes and capacities of major components
- .03 Preliminary equipment layouts
- .04 Required space for equipment
- .05 Required chases and clearances

.03 During the Contract Documents Phase (90% and 100%) consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.

E. Specialty Design – Aquatics Documentation:

PQH-Wallover will produce the technical design and specifications for the proposed pools (an outdoor completion pool and leisure pool currently sized as a 6 lane fixed length pool; 45'-0" x 75'-1") plus an irregular shaped pool totaling approximately 5,150 SF. In addition, we will provide our technical expertise for the Design Team's use in developing the water playground and all necessary support facilities. This work will include the following specific and general Specification Sections under Divisions 2 through 12, Division 13, and appropriate mechanical and electrical technical specifications.

We will be providing design and documentation for the filter room equipment and enclosure. Consult with MEP engineering staff to assist in developing the design criteria for the mechanical systems and appropriate lighting levels. All pool heating is normally included in our scope of work exclusive of power source and makeup and exhaust ductwork normally associated with the MEP consultants.

.02 During the Design Development Phase (60%) consisting of development of the specific structural system(s) and 30% Design Documents in sufficient detail to establish:

- .01 Basic structural system and dimensions
- .02 Final structural design criteria
- .03 Foundation design criteria
- .04 Preliminary sizing of major structural components
- .05 Critical coordination clearances.

.03 During the Contract Documents Phase (90% and 100%) consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

C. Mechanical Design/Documentation:

.01 During the Planning Review Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

- .01 Heating and ventilating
- .02 Air conditioning – office only
- .03 Plumbing
- .04 Fire protection
- .05 General space requirements.

.02 During the Design Development Phase (60%) consisting of development and expansion of mechanical Planning Review Design Documents and development of Specifications or materials lists to establish:

- .01 Approximate equipment sizes and capacities
- .02 Preliminary equipment layouts
- .03 Required space for equipment
- .04 Required chases and clearances
- .05 Acoustical and vibration control
- .06 Visual impacts
- .07 Energy conservation measures.

.03 During the Contract Documents Phase (90% and 100%) consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

BLUE CYPRESS PARK – NEW POOL AND FACILITIES

PQH – WALLOVER AQUATICS JV

December 5, 2017

SCHEDULE OF DESIGNATED SERVICES

I. DESIGN SERVICES

A. Architectural Design/Documentation:

.01 During the Planning Review Design Phase, responding to program requirements and preparing:
- .01 Confirm 30% Design Program and Budget
- .02 Adjust 30% site and building plans
- .03 Review 30% sections and elevations
- .04 Review 30% selection of building systems and materials.
- .05 Adjust Site and Building dimensions, areas and volumes.
- .06 Perspective sketch.

.02 During the Design Development Phase 60% consisting of development and expansion of architectural 30% Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
- .01 Plans, sections and elevations
- .02 Typical construction details
- .03 Final materials selection
- .04 Equipment layouts.

.03 During the Contract Documents Phase (90% + 100%) consisting of preparation of Drawings based on approved Design Development Document setting forth in detail the architectural construction requirements for the project.

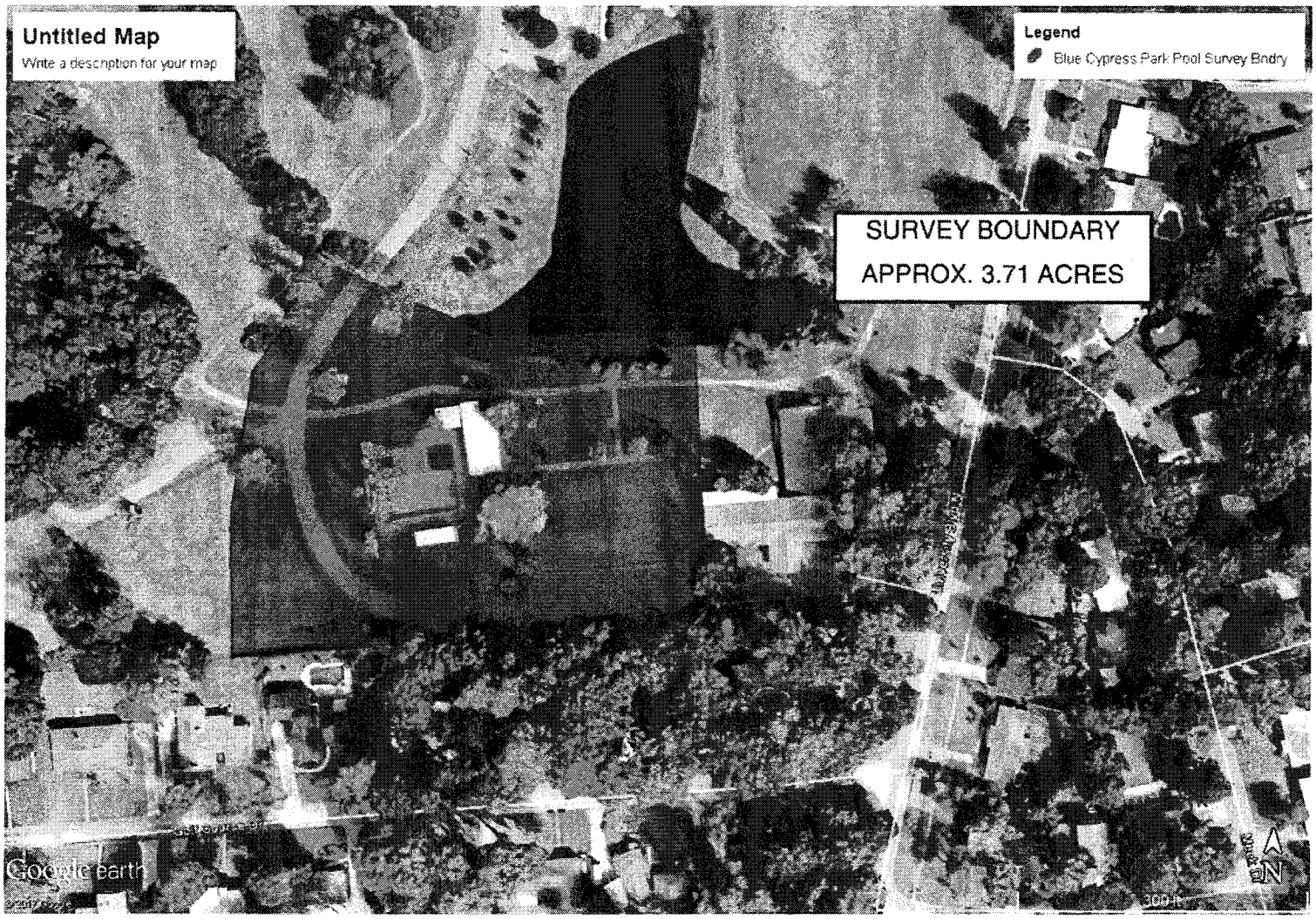
B. Structural Design/Documentation:

.01 During the Planning Review Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
- .01 Review 30% predetermined structural system
- .02 Consider alternate structural systems.

November 2, 2018
GAI Project No. A171331.00

EXHIBIT C
PQH + Wallover Aquatics Joint Venture Schedule of Designated Services dated December 5, 2017

© 2018 GAI Consultants


Untitled Map
Write a description for your map
Legend
Blue Cypress Park Pool Survey Bndry
SURVEY BOUNDARY
APPROX. 3.71 ACRES
Google earth
300 ft

November 2, 2018
GAI Project No. A171331.00

EXHIBIT B
Survey Scope Area

© 2018 GAI Consultants

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

    A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and

    B. GAI believes that the work performed, tested or observed meets the certification criteria; and

    C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

    Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

    A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.

    B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.

    C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.

    D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

    In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

    E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

    F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.

    (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

    (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.

    (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.

    G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.

    H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.

    I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.

    J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.

    K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.

C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.

D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.

8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance

A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:

Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of $500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of $1,000,000 per occurrence, and property damage with limits of $1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of $1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of $1,000,000 in the aggregate.

B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.

C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.

D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.

10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.

11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of $50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.

12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.

14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

   No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

   If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

   A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.

   B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.

   C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.

   D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

   A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints, third party certification requirement(s), standards or budget limitation(s).

   B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.

   C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.

   D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.

   E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.

   F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.

   G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).

   H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

   I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

7. Document Ownership, and Reuse

   A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report , design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

November 2, 2018
GAI Project No. A171331.00

EXHIBIT A
GAI Standard Terms and Conditions for Professional Services

© 2018 GAI Consultants

Please do not hesitate to contact me at 321-319-3057 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,

GAI Consultants, Inc.

Francis Bellomo — Digitally signed by Francis Bellomo Date: 2018.11.05 09:50:44 -05'00'

Frank Bellomo, PLA
Assistant Vice President

Kristin L. Caborn — Digitally signed by Kristin L. Caborn DN: E=K.Caborn@gaiconsultants.com, CN=Kristin L. Caborn Date: 2018.11.06 08:57:47 -05'00'

Kristin Caborn, CPRE
Senior Planning Manager

REQUESTED AND AUTHORIZED BY:

PQH Group

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

FB/KC/cl

Attachments: Exhibit A - GAI Standard Terms and Conditions for Professional Services

Exhibit B - Survey Scope Area

Exhibit C – PQH + Wallover Aquatics Joint Venture Schedule of designated services dated December 5, 2017

Exhibit D – COJ_Blue Cypress Pool Design Permit and Post Design Fee Summary_120417

© 2018 GAI Consultants

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. Client has provided all its requirements for GAI's Scope of Services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Client has provided all available information pertinent to GAI's Scope of Services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
7. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within 30 calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within 30 calendar days.
8. In the event of any claim, suit or dispute between Owner and Consultant, Owner agrees to only pursue recovery from Consultant and will not seek recovery from, pursue or file any claim, or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, or employee of Consultant.
9. PERSONAL LIABILITY OF PERSONNEL DISCLAIMER-PURSUANT TO FLORIDA STATUTE 558.0035, TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AGREES THAT PURSUANT TO SECTION C, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.

© 2018 GAI Consultants

- One (1) site visit to determine the date of Substantial Completion. The review will be followed by a field report documenting known deviations from the Construction Documents (a punch list).
- One (1) site visit to determine the date of Final Completion. The review will be followed by a field report confirming the completion of the punch list items and documenting any remaining items to be addressed.

Consultant will not be required to make exhaustive or continuous on-site inspections/observations to check the quality or quantity of work or redesign/remodel and revise construction drawings due to unknown field conditions encountered during construction. Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the contract document.

Deliverables

All Consultant deliverables will be electronic to the Client unless otherwise noted above.

Schedule

Consultant will work with the Client to abide by the timelines proposed to the City.

Compensation

Compensation for services rendered by Consultant for Tasks 1 through 5 will be on a lump sum basis as reflected on the attached City of Jacksonville Fee Summary Breakdown.

Reimbursable expenses may include in-house and out-of-house projected costs required to perform and deliver the survey and design documents, such as postage, courier services, overnight deliveries, and mileage. General reproduction will be provided by the Client for progress printing and permit submittals. A lump sum direct expense budget of $3,000 has been included in our fee summary. This does not include any permit application fees, mobility fees, or other development permit fees.

Services Not Included

The proposed scope of services and cost(s) assume the following items are excluded from this scope of services:

- Environmental Services (none anticipated)
- Planning services associated with re-zoning, change in land use, concurrency, etc.
- Gas, Telecommunication, Telephone, and Electric System Design (coordination of these efforts for civil related items only).
- Geotechnical Engineering (coordination of these efforts for civil related items only).
- Traffic Studies and/or Traffic Analysis.
- Structural Engineering Design.
- Public involvement coordination for notification of commencement of construction, flyers, and utility outage reports, traffic rerouting reports, etc.
- No other services not included in Tasks 1 thru 7 as outlined above.

© 2018 GAI Consultants

Deliverable: PDF Design Plans and CAD files, and applicable specifications for the subject plans will be provided to the Client.

Task 5 – Site Permitting

Consultant will prepare the necessary documents and submit to the permitting agencies. We anticipate approvals/permits from the following agencies. This serves as the basis of this Task.

- City of Jacksonville
  - Concurrency / Mobility Applications (note: Application Fees to be paid for by others)
  - Site Plan Approval
  - Development Services Division (10-set)
- St. Johns River Water Management District (SJRWMD)
  - ERP Permit

No other permit is anticipated to be required for this project as it is assumed that utility connection points exist on site and are suitable to be used for the new pool facility. This task includes responding to two (2) Request for Additional Information (RAI) for each of the permits identified above.

Task 6 – Bidding Phase

- Consultant will provide quantity take-offs for the project and will prepare bid tabulation schedules for unit price bidding by general contractors. Advertising the project for bid and preparing the full bid packages for the bidders is the responsibility of the Client.
- Consultant will attend the pre-bid conference, will answer any questions which may arise during the bidding process, will prepare one (1) addendum that may be necessary (for distribution by the Client), will attend the bid opening, and will assist the Client in the review of the bids received.
- Consultant shall assist the Client in the bidding process by preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective subcontract bidders.
- Consultant shall consider minor requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute minor addenda identifying approved substitutions to the Client for distribution to all prospective bidders.

Task 7 – Construction Observation

- Consultant will attend a team pre-construction meeting.
- Consultant will respond to RFI's from the contractor during construction. We have assumed approximately 10-15 RFI's between civil and landscape architecture services.
- Consultant will review and approve or deny submitted shop drawings, product data and/or samples as required by the Contract Documents.
- Consultant will provide up to six (6) site visits to observe and become familiar with the progress and quality of the work completed to determine if the work is generally being performed in accordance with the Construction Documents.
- Consultant will recommend to the Client the rejection of work completed by the General Contractor which is not constructed in accordance with the Construction Documents.
- Consultant will provide reports outlining the progress of the work to date and any deficiencies encountered based upon the site visitations.
- Consultant will provide project completion site reviews as follows:

© 2018 GAI Consultants

partial topography will be on a 25-foot grid to get a good digital terrain model for the use in designing the project. The survey will to tie into the boundary of the park by locating the three nearest property corners. The survey map will be professionally printed with the Surveyor signing and sealing up to five (5) prints.

Task 3 – Site Plan Services

Consultant will work with the Client to produce a site plan as outlined below:

3.1 Revised Site Plan

Consultant understands that the Client will develop the initial site plan. Consultant will participate in a meeting with the Client to revise the site plan based on appropriate and necessary site design criteria, utility needs, site circulation needs, and good engineering practice. This will establish the Master Site Plan. The Client will review the Master Site Plan with the City, and based on feedback, Consultant will provide one (1) revision if necessary.

Task 4 – Design (60, 90, 100%) Plans

Based upon the owner's approval of the Master Site Plan developed as part of Task 3.1 above, Consultant shall prepare Civil Engineering and Landscape Architecture 60%, 90%, and 100% Design Plans for the Client's integration into the project drawing set.

4.1 60%, 90%, 100% Civil Engineering Design

- The Civil Engineering Design Plans shall consist of the following:
- Limits of Construction, Erosion and Sedimentation Control Plans
- Stormwater Pollution Prevention Plan (SWPPP) Site Map and Details
- Site Geometry, and Horizontal Control Plans and Details.
- Demolition Plans
- Construction Phasing Plan
- Typical Sections as may be applicable.
- Paving, Grading and Drainage Plans and Details
- Water, Fire and Wastewater Plans and Details
- Utility Sleeving Plan and Details
- Sidewalk and Handicap Ramp Plans and Details
- Miscellaneous Site Civil Details

4.2 60%, 90%, 100% Landscape Architecture Design

The Landscape Architecture Design Plans shall consist of the following:

- Key Map/General Notes/Landscape Notes Site Hardscape Paving Plans
- Hardscape Details
- Site Furnishings (selection, location and details) (e.g. fencing, gates, pavilions, benches, waste receptacles, drinking fountains, bleachers, lighting fixtures, etc.)
- Landscape Planting Plan and Details
- Irrigation Plan and Details

This task includes revising each plan submittal one (1) time based on City and Client feedback. Cost estimating of these plans will be provided for under Task 1 above.

© 2018 GAI Consultants

gai consultants

Jacksonville Office
1301 Riverplace Boulevard
Suite 900
Jacksonville, Florida 32207

T 904.363.1110
F 904.363.1115

November 2, 2018

GAI Project No. A171331.00

Mr. Jose (Pepe) Perez
Principal/CEO
PQH Group
4141 Southpoint Drive East
Jacksonville, Florida 32216

Scope of Services
Blue Cypress Pools
Jacksonville, Florida

Dear Mr. Perez:

GAI (Consultant) understands that the PQH/Wallover Joint Venture (Client) is developing a revised site plan, 60%, 90%, and 100% documents for the new Blue Cypress Swimming Pool Facility for the City of Jacksonville, FL (City). The project site is located on site at Blue Cypress Park.

Scope of Services

This Scope of Services (Scope) is based on a scope review meeting held with the City of Jacksonville on November 8, 2017, and includes professional services for land survey, civil engineering, and landscape architecture services. The specific tasks included in this scope are outlined below. A copy of the PQH + Wallover Aquatics Joint Venture Schedule of designated services dated December 5, 2017 is attached hereto for reference as Exhibit C, as well as an aerial photograph of the site with the approximate project boundaries outlined as Exhibit B.

Task 1 – Project Meetings, Project Coordination, Due Diligence, and Cost Evaluation

The Client is responsible for overall management of the project. Consultant will coordinate with the Client, the project team, and the City during the project. This task includes participation in regularly scheduled project coordination meetings, both by phone and in person (assumes approximately two [2] per month and an approximate project duration of six [6] months of design). Also included are preapplication meetings with all regulatory agencies having jurisdiction over the project; such as the City of Jacksonville, St. Johns River Water Management District, etc. Finally, this task includes performing necessary site due diligence and regulatory research and the development of one (1) conceptual project civil engineering and landscape architecture statement of probable cost (SPC) at the conclusion of each design submittal.

All meeting summaries provided by the Client will be reviewed by Consultant.

Task 2 – Surveying Services

Topographic, Tree, and Utility survey for the proposed project site at Blue Cypress Park in Jacksonville, Florida. In consultation with the project civil engineer, the project survey area will be about 300 feet by 450 feet of the site. The survey will include 3D topography of the site with any buildings, driveways, sidewalks, above ground utility indicators to underground utilities, trees, landscape, signs, light poles, drainage, fences, parking, curbing and other topography features on site. The survey may extend past the limits if we see any noticeable changes to topography. The

PQH - WALLOVER Aquatics Joint Venture

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project		2. Proposal Number	
Blue Cypress Park Pool **CONSTRUCTION DOCUMENTS- Design / Permitting**		**P-27-17**	
3. Name of Consultant		4. Date of Proposal	
PQH - WALLOVER Aquatics Joint Venture	12/7/2017	Revised	11/29/2018

PART II - LABOR RELATED COSTS
TASK 1 Planning Review & Site Adjustment

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost		TOTAL
Principal	$74.03	64		$4,737.92	
Project Manager/Sr Designer	$47.95	409		$19,611.55	
Project Programmer	$46.20	32		$1,478.40	
Design Architect/Engineer	$37.85	468		$17,713.80	
Designer or Technician	$20.02	740		$14,814.80	
Interior Designer	$33.81	56		$1,893.36	
Quality Control/Estimator	$33.81	56		$1,893.36	
DIRECT LABOR Task 1		1,825	Hours		$62,143.19
6. Overhead (Combined Fringe Benefit & Administrative)					
	Overhead Rate 170%.				$105,643.42
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)					$167,786.61
8. PROFIT: Labor Related Costs (Item 7)			x	10%	$16,778.66

PART III - OTHER COSTS

9. Miscellaneous Direct Costs					
Printing			$	1,200.00	
Shipping/Courier/Misc.			$	350.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL					$1,550.00
10. SUBCONTRACTS (Lump Sum)					
GAI - Design and Permitting			$	159,157.00	
MAE - GEOTECHNICAL			$	4,200.00	
M & M - Structural/MEP Design			$	22,500.00	
	SUB-CONTRACT DESIGN SUB-TOTAL				$185,857.00
	TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				$371,972.27
11. REIMBURSABLE COSTS (Limiting Amount)					
CONSTRUCTION ADMINISTRATION (CA)					
PQHW	ARCHITECTURE AND AQUATICS		$	35,920.00	
GAI	PLANNING/COORDINATION		$	39,514.00	
M&M	STRUCTURAL/MEP		$	5,000.00	
GAI	SURVEY		$	5,000.00	
Travel	($4650 + $3000)		$	7,650.00	
Other/Contingency			$	1,000.00	
SUB-TOTAL REIMBURSABLES					$94,084.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$466,056.27**
12. PRIOR CONTRACT AMOUNT (Through Amendment #0)	$0.00
AMENDED AMOUNT OF CONTRACT	**$466,056.27**

McVEIGH & MANGUM
ENGINEERING · INC

October 31, 2018

Mr. Jose Perez
PQH Group, Inc.
4141 Southpoint Drive East
Jacksonville, FL 32216

Re: Blue Cypress Park Pool (Rev 2)
Jacksonville, FL

Dear Mr. Perez:

We appreciate this opportunity to present a proposal to provide engineering services for the above-referenced project.

DESCRIPTION OF PROJECT

The project consists of the design of a new pool facility at Blue Cypress Park. This consists of a 1,500 SF pool building along with the power requirements for the pool and splash park. Our understanding is that the pool and splash equipment, such as the slide, will not require any engineering services from our firm.

SCOPE OF WORK

The scope of work is to provide structural, electrical and mechanical (HVAC & Plumbing) engineering services for the design and production of construction documents including up to 6 design meetings. Our scope also includes construction phase services limited to shop drawing review, response to contractor questions, and up to 1 structural, 1 mechanical, and 1 electrical site visit.

Structural design services will include foundation plans, framing plans, sections and details required to build the structural components of the building. Our fee assumes the foundation system for the building will consist of shallow spread footings.

Electrical design services will include interior lighting, site lighting, power distribution, fire alarm (if required), telephone and data raceway system, and load calculations.

Mechanical design services will include HVAC load calculations, HVAC equipment selections, air distribution systems design, mechanical energy code compliance calculations and plumbing systems design for the building consisting of sanitary waste/vent piping systems, domestic cold/hot water distribution systems.

SERVICES NOT INCLUDED IN BASIC FEE

The following items are not included in the basic services outlined herein: any activities beyond document preparation and construction administration services outlined above; project representation and construction observation on a full-time basis, or to any greater degree than that described herein; work by other architectural and engineering disciplines other than listed above; changes to the project design at the direction of the owner if the direction for such change requires revision to prior approved design;

threshold or special inspections; pre-engineered product design such as prefabricated metal buildings, wood trusses and steel joists; site structures; design of temporary or permanent shoring or tie-back systems; lightgage metal design; curtain wall systems or their connections to structure; tilt-up concrete wall design / embed drawings unless specifically included in scope of work herein; fire protection drawings other than outlined herein; commissioning services unless specifically included in the scope of work herein; design effort for emergency generators or chilled water plants unless specifically included in the scope of work herein; design services and documentation required for LEED certification; alternate designs; as-built documentation; Revit modeling beyond LOD 300 (as defined by BIMForum) for structural modeling and beyond LOD 200 for other discipline modeling; delivery of construction document CAD or Revit files, except for the design teams sole use; reproduction of bid documents, electronically submitted shop drawings, permit documents, or multiple review sets; design updates necessary to accommodate building code revisions which would be unreasonable to expect to anticipate at the onset of design; or rational analysis, special inspection and commissioning of smoke evacuation systems.

FEE

Compensation for our services as outlined above shall be a lump sum fee as follows

	Construction Documents	Construction Phase
S/MEP Engineering	$22,500.00	$5,000.00

Site visits, in addition to the number stated in the scope of work outlined above, and any additional services outside the scope of work outlined above shall be charged on the basis of our standard hourly rates in effect at the time the additional services are performed. The standard hourly rates are currently as follows:

Principal	$225.00
Department Manager	$185.00
Senior Engineer	$160.00
Lead Engineer/Sr. Designer	$140.00
Engineer/Designer	$130.00
Jr. Engineer/Designer	$110.00
CADD Operator	$100.00
Project Coordinator	$ 75.00
Clerical	$ 75.00

Invoicing for services will be monthly. The proposed financial arrangements are on the basis of prompt payment of invoices within 60 days and the orderly and continuous progress of the project. If basic services have not been completed within 24 months of the date of this proposal, through no fault of McVeigh and Mangum Engineering, Inc., the engineering fee shall be equitably adjusted.

REIMBURSEMENT EXPENSES

Direct expenses incurred by the engineer due to travel more than 25 miles from our office, express mail charges, and bulk reproductions shall be considered reimbursable expenses and invoiced on the basis of actual cost plus ten percent (10%).

CIVIL ENGINEERING DRAWINGS

Delivery of signed and sealed permit documents prepared by our firm is contingent upon receipt of civil engineering plans indicating site grading and sizes/locations of all site utilities. If the architect or owner requires our engineering plans to be permitted prior to receipt of all necessary civil engineering

information and subsequent revisions to our plans are required, then these changes will be considered additional services and shall be billed in accordance with the rate schedule above.

CONSTRUCTION OBSERVATION

Since exhaustive or continuous project review and observation services are outside our scope of services, we do not guarantee the performance of, and have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

TERMS AND CONDITIONS

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT

Unless the Architect submits another contract prior to our commencing work, the articles of AIA Document C401 - 2017, "Standard Form of Agreement Between Architect and Consultant," shall be part of this letter agreement, except as modified above and as follows:

- Delete Article 1.1, and all references to the Prime Agreement except Section 7.1, Article 9 and Section 11.6.
- Delete Section 3.1: Engineering fees are only for the scope of work and manner of performance stated in this letter agreement. The "portion of the Project" is as described herein. If the Prime Agreement or AIA Document E203 and G202 are made a part of this letter agreement, the Consultant's fees may be adjusted.
- Delete Section 5.5 and Article 6 unless cost estimates are included in scope of services herein.
- Delete all references to arbitration in Article 8.
- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run on the date when the engineering services are substantially completed.
- The Architect shall provide the Consultant with AutoCAD and/or Revit compatible drawing files of all project floor plans for use in preparing the Consultant's drawings.
- The Architect shall pay the Consultant in proportion to amounts received from the Owner, which are attributable to the Consultant's services rendered. The Architect agrees to promptly invoice their client for all Consultant services rendered and invoiced to the Architect and pursue all reasonable efforts to collect sums due to Consultant. In any event, Consultant is not obligated to provide a completed, sealed set of design documents until payment for its services is received.
- The Architect shall provide the Consultant one complete set of final construction documents for use during the construction phase of the project.

This proposal will remain open for acceptance for a period of six (6) months from the above date. If the information herein meets with your approval, please sign where indicated below and return a copy of this

letter as our authorization to proceed. Notwithstanding the foregoing sentence, if you or members of your firm engage our firm in engineering design services for the referenced project, either verbally or by actions, which imply acceptance of this proposal such as providing us drawings, requesting engineering information, etc., without returning a signed copy of this proposal, acceptance of all conditions of this proposal will be implied.

Sincerely,

Tim W. Owen, P.E., LEED AP
For: McVeigh and Mangum Engineering, Inc.

Accepted this _____day of _____, 2018.

By: _____
For: PQH Group, Inc.