



March 07, 2025

Mr. Richard Garland  
Community Services Administrator  
City of Smyrna, Georgia  
200 Village Green Circle  
Smyrna, Georgia 30080

Re: Proposal for Professional Engineering Services  
Tolleson Park Aquatics Center Development

Mr. Garland:

Croy Engineering, LLC ("Engineer") would like to thank you for the opportunity to provide this proposal agreement for professional services on the above referenced project.

General Scope:

We understand the requested services is for Croy Engineering to provide civil engineering services for full design, permitting and construction of the proposed aquatic center at Tolleson Park. A more detailed project-specific Scope of Services and our fees are attached and identified as Exhibit "I".

This proposal incorporates, as if fully set forth herein, the terms and conditions of the Professional Services Agreement for Engineering Services dated June 7, 2021, between Croy Engineering, LLC, and the City of Smyrna. If this proposal is acceptable to you, please sign indicating your approval and return (1) signed copy for our files. This letter of agreement will serve as Croy Engineering's Notice to Proceed.

Again, we thank you for the opportunity. If you have any questions, please do not hesitate to contact us. We look forward to continuing to work with you on this project.

Sincerely,  
Croy Engineering

Zach Strickland, P.E., PMP  
Program Manager

Attachments

- Exhibit "I" Scope of Services
- Exhibit "II" Basis of Design/Approved Concept
- Exhibit "III" Savant Engineering Subconsultant Scope of Services
- Exhibit "IV" Nelson Subconsultant Scope of Services
- Exhibit "V" Counsilman-Hunsaker Scope of Services

Cc: Joe Bennett, City of Smyrna  
Kristin Robinson, City of Smyrna  
Greg Teague, Croy  
Wayne McGary, Croy  
Scott McNally, Croy



**Exhibit "I"**

**Tolleson Park Aquatics Center Development**

**Proposed Scope of Services**

**March 07, 2025**

Croy Engineering, LLC proposed scope of services is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Additional Services
- V. Deliverables

**I. PROJECT DESCRIPTION**

The project is a redevelopment of the Aquatic Center at Tolleson Park. A concept with site features and structures for the new aquatics center has been approved (See Exhibit II). This project includes civil engineering services for full design, construction documents, permitting, bid and construction phases. Additionally, the scope outlined below includes the subconsultants providing site lighting, architecture, and pool design. A detailed breakdown of the scope of services is outlined below.

**Summary of Project Fees**

Description	Fee Type	Fee
<b><i>Pre-Design Services</i></b>		
<i>Pre-Design Services</i>	Hourly Not to Exceed	\$12,440.00
<b><i>Design Phase Services</i></b>		
<i>Schematic Design Phase</i>	Hourly Not to Exceed	\$16,670.00
<i>Design Development Phase</i>	Hourly Not to Exceed	\$31,250.00
<i>Final Construction Documents Phase</i>	Hourly Not to Exceed	\$43,550.00
<i>Landscape Architect Design</i>	Hourly Not to Exceed	\$78,550.00
<b><i>Permitting and Bid Phase Services</i></b>		
<i>Permitting Phase Services</i>	Hourly Not to Exceed	\$29,840.00
<i>Bid Phase Services</i>	Hourly Not to Exceed	\$17,200.00
<b><i>Construction Phase Services</i></b>		
<i>Construction Phase Services</i>	Hourly Not to Exceed	\$292,205.00
<b><i>Sub-Consultants Services</i></b>		
<i>Parking Lot and Site Lighting (Savant)</i>	Lump Sum	\$15,100.00
<i>Architectural Design Services (Nelson)</i>	Lump Sum	\$462,990.00
<i>Aquatics Design Consultant (CHH2O)</i>	Lump Sum	\$218,600.00
	<b>Total</b>	<b>\$1,218,395.00</b>



## II. SCOPE OF SERVICES

### Pre-Design Services

1. **Project Meeting:** We will attend a project kick-off meeting.
2. **Permitting Investigation:** This may include a project investigation meeting with the local permitting agency to obtain site only specific information, pertaining to the specific project requirements for permitting, zoning, buffers, setbacks, and any off-site improvements that may be required for a land disturbance permit. This does not include any items pertaining to any proposed buildings and/or architectural requirements.
3. **Pre-Design Site Visit:** One (1) site visit – The Georgia Department of Natural Resources **requires** the erosion control plan preparer to visit the site prior to the start of design. The certification shall read as follows: "I certify under penalty of law that this Plan was prepared after a site visit to the locations described herein by myself or my authorized agent and under my direct supervision."
4. **Fire Flow Testing:** If a Fire Flow Test will be required for the project permitting, Croy will coordinate and order a Fire Flow Test. The test is typically valid for a period of six months. In the event the project design and permitting extends beyond six months, additional tests may be required. The cost of the test and/or re-testing will be considered a reimbursable expense and invoiced to the Client in accordance with this agreement.

**Task Budget: \$12,440.00**

### Design Phase Services

#### ***Schematic Design Phase***

1. **Schematic Site and Utility Plan:** We will prepare one schematic site and utility plan using the approved concept plan as designed by Croy to show schematic locations and layouts of required utilities.
2. **Schematic Grading Plan:** Based on the schematic site and utility plan, we will provide schematic grading to evaluate site elevations and show potential locations of storm drainage and stormwater management facilities.
3. **Meetings and Coordination:** We will coordinate with the project architect, pool consultant, geotechnical engineer, other project team members and Owner regarding possible site constraints, and other potential issues. Additionally, we will also coordinate electronic transfer of information, drawings, and other pertinent or requested information with design and construction team members.
4. **Concept Review:** We will submit the schematic plans for review by the Owner as a part of project formulation and coordination.

**Task Budget: 16,670.00**

#### ***Design Development Phase***

*Based on the accepted Schematic Design drawings the Design Development (DD) Phase will represent roughly 50% project completion. A set of plans containing the following design and information will be included. Significant revisions to the Scope of the project during Design Development may result in additional services for the Final Design Phase.*



1. **Cover Sheet:** Includes sheet index and identifies the name, location, and Client of the Site and/or project. Appropriate permitting information may be also required on the cover sheet.
2. **Existing Conditions:** Based on the survey, we will prepare an existing conditions plan.
3. **Site Plan:** Develop a defined Site Plan based on the progress of the architectural and pool consultant designs.
4. **Utility Plan:** Coordination and preliminary design of the water and sewer systems, electrical and lighting, etc. We will depict preliminary locations for transformers, generators, and any other equipment pads as shown on architectural, MEP and pool consultant preliminary plans.
5. **Grading and Earthwork:** We will prepare grading plan(s) based on the existing conditions plan, design development site plan, and geotechnical engineer's reports. We will begin preliminary earthwork calculations that will be computed based on the existing and proposed contours as shown in our AutoCAD design files. Earthwork volumes generated by this method will be used as a part of our design to balance the cut and fill when possible. Croy Engineering makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.
6. **Storm Drainage System Design:** We will begin laying out the storm drainage system, including culverts, inlets, pipes, etc., based on preliminary grading.
7. **Stormwater Management Design:** The preliminary stormwater management design will consist of stormwater facility locations and sizing in accordance with the Georgia Stormwater Management Manual and/or the local permitting agency requirements. The preliminary design may include the following:
  - a. **Stormwater Detention Design:** We will provide location and sizing of stormwater detention for the project based on local regulations. For underground detention design we will develop required stormwater volumes and show a preliminary layout for approval. We may also coordinate with a third-party for proprietary designs. We will also analyze any modifications to the existing pond as desired.
  - b. **Water Quality Design:** We will provide the appropriate water quality treatment based on local regulations, including allowed and necessary special water quality drainage structures or BMPs. For underground systems, this can mean required volumes in a stone bed below the detention system.
8. **Construction Details:** We will begin including pertinent typical civil construction details and local permitting agency details.
9. **Wall Envelopes:** We will provide a profile of the walls shown by ground lines at the top and bottom of the walls. This will be used for the design of the walls by others.
10. **Preliminary Cost Estimate:** We will provide a preliminary construction cost to set or compare to existing site development budget.
11. **Technical Specifications:** We will provide pertinent civil, and site related technical specifications for review.
12. **Meetings and Coordination:** We will coordinate with the project architect, pool consultant, geotechnical engineer, other project team members and Owner design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members.

**Task Budget: \$31,250.00**



### ***Final Construction Documents Phase***

*The Final Construction Documents Phase represents 100% project completion and preparation for submittal to permitting agency.*

1. **Site Demolition Plan:** We will prepare a basic site demolition plan. This plan is provided to indicate the general intent of the required demolition. Additional demolition and coordination may be required by the Client and/or Contractor.
2. **Site Plan(s):** Includes the proposed layout of the project with the appropriate dimensions and coordinates for proper construction of the project. The site plan will depict the layout of the proposed building(s), parking, roads, walls, and all site features as provided by the Owner and coordinated with design consultants.
3. **Utility Plans:** The utility plans will depict the utilities to serve the project. These systems will be designed to meet minimum requirements of the local permitting agency. A brief description of this design is as follows:
  - a. **Water Distribution System:** The domestic water distribution system to the proposed building will be based on the required line size that is furnished by the Client's plumbing engineer. The fire protection system may include a sprinkler line to the building and exterior water lines for fire hydrants per the local permitting agency requirements. Fire line size will be furnished by the Client's plumbing engineer. No computer modeling or computations of flows and pressure have been included in this Scope of Services or Fees.
  - b. **Sanitary Sewer System:** The sanitary sewer system design will be based on a gravity flow system with manholes and pipes. The design will be in accordance with the specifications to meet the local permitting requirements and specific site conditions. Pump stations and force main lines have not been included in this Scope of Services or fees.
  - c. **Other Utilities:** We will show other utilities based on Client furnished information.
4. **Utility Profiles:** We will provide design profiles for the proposed sanitary sewer lines showing all utility crossings.
5. **Utility Easements:** We will prepare exhibits for required utility easements such as water meter, water main, and sanitary sewer, as required by the local agencies for permitting. We will complete easement forms and obtain signatures, if requested by the Client, and submit along with exhibits to the local agencies.
6. **Grading Plan(s):** Includes existing and proposed grade elevations, finish floor elevations, and spot elevations where appropriate for construction, which shall be based on geotechnical reports if the Client has provided such subsurface investigations. Earthwork calculations will be computed based on the existing and proposed contours as shown in our AutoCAD design files. Earthwork volumes generated by this method will be used as a part of our design to approximate a balanced cut and fill site design when possible. Croy Engineering makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.
7. **Storm Drainage System Design:** The storm drainage system, including culverts, inlets, pipes, etc., will be designed for the storm frequency required by the local permitting and other pertinent design parameters in accordance with applicable codes and ordinances. The storm drainage design, computations, and other computer program output will be included on the plans as a Pipe Chart.



8. **Storm Drainage Profiles:** We will provide design profiles for the proposed storm drain pipes. The profiles will include hydraulic grade lines per the storm drainage design as required by the local agency, as well as utility crossings. A pipe chart will be shown on the profile sheet indicating storm flows and hydraulic grade line elevations.
9. **Stormwater Management Design and Plans:** The stormwater management design and plans will be in accordance with the Georgia Stormwater Management Manual and/or the local permitting agency requirements. The design and plans may include the following:
  - a. **Stormwater Detention Design and Plan:** We will finalize stormwater detention design for the project based on local regulations. We will prepare a Stormwater Management plan including a detailed pond plan, profile and any details specific to the stormwater management facility. Any plan and details will be included in the hydrology study.
  - b. **Runoff Reduction:** Runoff reduction practices shall be sized and designed to retain the first 1.0 inch of rainfall on the site. A common method to achieve this design is underground infiltration. This requires a geotechnical engineer to furnish percolation rates for the design of the system. Runoff reduction will be provided to the extent practicable. If infeasible, water quality based on 1.2 inches will be designed.
  - c. **Water Quality Design and Details:** We will finalize the water quality design and prepare any details of the water quality feature or device as necessary that provides 80% reduction on TSS. Calculations and details will be included in the hydrology study.
  - d. **Stream Channel Protection Design:** Stream channel design may be required on some projects. This may be accomplished by extended detention time for a computed volume of runoff, erosion prevention measures, and/or preservation of downstream conditions.
  - e. **Extreme Flood Protection Design:** Extreme flood protection design requires the stormwater management facility designed to control and/or safely convey the 100-year, 24-hour storm event. This may include the design of an earthen spillway to minimize or prevent pond berm overtopping and failure.
  - f. **Downstream Analysis:** Due to peak flow timing and runoff volumes, some stormwater management facilities will require increased design volumes and controls. The downstream analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises of 10% of the total drainage area.
  - g. **Hydrology Study:** A written report indicating all assumptions, calculations, and computer stormwater modeling output data for the stormwater detention, water quality, including total suspended solids, channel protection, downstream analysis. Pre and Post Developed Maps are created to show the drainage areas, design information and location of all stormwater BMPs and facilities.
10. **Civil Construction Details:** Final typical civil construction details and local permitting agency details.
11. **Sight Distance:** We will provide an intersection sight distance plan, profile, and certification if required.
12. **Written Specifications:** We will provide pertinent civil, and site related technical specifications to be provided in Croy Engineering's format for the site related items of the construction.



13. **Engineer's Cost Estimate:** We will provide an engineer's construction cost to set or compare to existing site development budget.
14. **Meetings and Coordination:** We will coordinate with the project architect, pool consultant, geotechnical engineer, other project team members and Owner design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members.
15. **Erosion and Sediment Control BMP Design:** We will provide the Erosion, Sedimentation and Pollution Control Design and Plans in accordance with State of Georgia requirements for Best Management Practices (BMP) and the NPDES General Permit. NPDES Permitting is required for all projects with one or more acres disturbed, or if less than one acre disturbed but within 200' State Waters. These plans may include the following:
  - a. **Erosion Control Cover Sheet:** Includes completed GSWCC checklist for GAR 100001, 2 or 3 NPDES Permit, (the permit).
  - b. **NPDES Compliance Plan:** Includes notes and required information per the permit.
  - c. **Initial Erosion Control Plan:** Includes perimeter control BMPs and the design of initial sediment storage BMPs.
  - d. **Intermediate Erosion Control Plan:** Includes BMPs during grading operations and drainage installations and design of sediment storage BMPs.
  - e. **Final Stabilization Plan:** Include final site stabilization, the removal of all temporary BMPs and the incorporation of final and permanent BMPs.
  - f. **Erosion Control Details:** Details of BMPs for all phases of construction.

**Task Budget: \$43,550.00**

#### ***Landscape Architecture Phase Services***

1. **Tree Protection/Replacement Plan/Details:** A Tree Protection Plan and if needed a Tree Replacement Plan will be developed in general accordance based on local ordinances for the City of Smyrna.
2. **Pool Site Plan/Details:** A Site Plan, dimensional layout plan and associated details will be developed to layout the Pool Decking and associated sidewalk areas. This will also include site amenities, i.e. seat walls, site furniture, fencing, and associated site amenities.
3. **Landscape Plan/Details:** A Landscape Plan and details will be developed in general accordance with the local ordinances for the City of Smyrna and generally comply with additional buffers as may be directed by the City of Smyrna.
4. **Irrigation Plan/Details:** An Irrigation Plan and details will be developed for the areas of new landscape within the project area.

**Task Budget: \$78,550.00**

#### ***Permitting Phase Services***

We will provide permitting services for the Land Disturbance Permit, Erosion Control Permit, and the State EPD Notice of Intent (NOI). The following is included in for permitting the project to obtain the Land Disturbance Permit only.

1. **Construction Document Submission:** We will submit the number of site development plans, hydrology reports, checklists and application and other required documents.



2. **Cobb County Health Department Submission:** We will submit the number of site development plans, checklists and application and other required documents.
3. **Plan Review Meeting(s):** This includes attending all plan review meetings after submission of plan to discuss plans and retrieve comments from the Local Issuing Authority (LIA).
4. **Construction Document Revisions:** We will revise and respond to all review comments received by the permitting agencies for the site development plans and hydrology study.
5. **Construction Document Resubmission:** We will resubmit as necessary after comments have been addressed. This includes a letter to the reviewing agency explaining how comments were addressed.
6. **Prepare NOI and EPD Documents:** We will complete the NOI form and prepare required attachments and other documents from EDP for the Client.
7. **Meetings and Coordination:** We will coordinate documents as necessary for design team members for their construction document submission.

**Task Budget: \$29,840.00**

#### ***Bid Phase Services***

1. **Project Manual:** We will prepare the project bid manual including all instruction to bidders, bid form, and bill of materials.
2. **Pre-Bid Meeting:** We will conduct a pre-bid meeting for the proposed project.
3. **Addendums:** We will prepare addendums to the bid as necessary.
4. **Bid Questions:** We will respond to questions from bidders.
5. **Bid Evaluation:** We will assist the Owner with the evaluation of the bidders.

**Task Budget: \$17,200.00**

#### ***Construction Phase Services***

1. **Construction Phase Administration:** These services will be provided as requested by the Client. The anticipated construction duration for this project is thirteen (13) months.
  - a. Conduct and attend one (1) Owner and Contractor pre-construction meeting.
  - b. Engineer of record will visit the site at the following intervals and will be coordinated with the Client. As a result of each site visit, a written field report will be prepared and furnished to the Client.
    - i. Level 2 Certified Erosion Control Design Professional Site Visit and Certification: Inspection of initial perimeter and sediment storage BMPs and prepare inspection letter or certification in accordance with the permit.
    - ii. 50% Complete
    - iii. Final 100% Complete
  - c. Review, coordinate, and respond to contractor RFI's (30 civil RFI's Included)
  - d. Review, coordinate, and respond to shop drawings, material submittals, and clarifications. (18 civil Submittals included)
  - e. Review and coordinate change order requests (COR's), and provide a recommendation to the City (7 COR's included)
  - f. Review, verify, and process Contractor monthly payment applications. (13 included)
  - g. Attend bi-weekly OAC meetings (28 meetings included)
  - h. Attend substantial completion inspection with the City to generate a punch list
  - i. Attend final inspection to determine if punch list items have been completed in accordance with Contract Documents



- j. If onsite construction determines subsurface conditions are encountered beyond what the Client's geotechnical report indicates, redesign, grading, and/or drawings to accommodate such conditions, said work will be considered as Additional Services.
2. **Construction Phase Inspection Services:** We will provide part-time field inspection services for the thirteen (13) month construction phase of this project in addition to the City's efforts. These services will include field inspection and observation of the construction work by a Field Representative. Please note that material testing and geotechnical services costs are not included in this fee proposal.
  - a. Conduct site visits (part-time) to provide observation and inspection of the construction work to ensure work is generally being completed in accordance with the Contract Documents (average of 16 hours per week)
  - b. Prepare site visit observation reports for each visit recording activity at the site and progress of the work with photos
  - c. Field verify quantities and review monthly contractor pay applications
  - d. Assist the City with coordination of the geotechnical consultant for scheduling of material testing services
  - e. Review material testing reports (by others) and coordinate any deficiencies with the Contractor
3. **As-Built Stormwater Management Certification:** Based on an as-built survey of stormwater management that is to be furnished by the Contractor, we will re-evaluate the as-built stormwater management facility.

***Task Budget: \$292,205.00***

#### ***Site Lighting Subconsultant Phase Services***

Croy will work with Savant Engineering, a subconsultant to Croy Engineering, to provide additional Site Lighting Engineering services for the project development. See attached Exhibit "III" for Savant Engineering's proposed scope of services.

***Task Budget: \$15,100.00***

#### ***Architectural Design Subconsultant Phase Services***

Croy will work with Nelson, a subconsultant to Croy Engineering, to provide architectural and MEP services for the project development. See attached Exhibit "IV" for Nelson's proposed scope of services.

***Task Budget: \$462,990.00***

#### ***Aquatics Design Subconsultant Phase Services***

Croy will work with Counsilman-Hunsaker, a subconsultant to Croy Engineering, to provide swimming pool design services for the project development. See attached Exhibit "V" for Counsilman-Hunsaker's proposed scope of services.

***Task Budget: \$218,600.00***

***TOTAL PROJECT BUDGET: \$1,218,395.00***



### III. ASSUMPTIONS

The following is a list of assumptions related to the noted proposal:

- No off-site utility design.
- No retaining wall design as part of the proposal.
- Assume no plan review fees are necessary.

### IV. ADDITIONAL SERVICES

Services that are not included but may be provided by Croy as an additional service include:

- Survey Services
- Traffic Engineering Services
- Utility company coordination
- Offsite infrastructure improvement designs and permitting
- Environmental services
- Value Engineering Design Services
- Design of Site Retaining Walls

### VII. DELIVERABLES

Civil Site Plans  
CAD files (version)  
Project Manual  
Bidding Documents

APPROVED: City of Smyrna

Signed \_\_\_\_\_  
Derek Norton, Mayor

Attest \_\_\_\_\_  
Heather K. Peacon-Corn, City Clerk

Department Head

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



Exhibit "II"



CONCEPTUAL SITE VIEW



**Exhibit "III"**



January 31, 2025

Mr. Zach Strickland  
Croy Engineering  
200 Cobb Pkwy North  
Building 400, Suite 413  
Marietta, GA 30062

Dear Scott,

Re: Tolleson Park - Smyrna Aquatics Facility GA

Thank you for requesting a proposal for the electrical design of the above-referenced project. My understanding of the project is the coordination and design of site, pedestrian, and security lighting for a pool deck and parking lot. Photometrics and specifications will be coordinated and completed with a vendor, Musco Lighting. Wiring and controls for the fixtures is excluded, and will be part of building MEP scope, not in Savant's contract.

CDs:	\$9,000
Surveys:	\$1,200 (per survey, one engineer, not to exceed three surveys, total \$3,600).
CA:	\$2,500 (not to exceed)

Exclusions and add alternates if requested:

1. If a photometric survey is requested, an engineer using a N.I.S.T. calibrated photometer can provide confirmation of photometric values for an added fee.
2. We exclude any LEED or similar requirements. This can be provided for an additional fee upon request.
3. Additional surveys are billed at \$1,200/person/trip upon request.

**Hourly rates (MEP personnel):**

Partner:	\$275
Senior Engineer:	\$250
Staff Engineer:	\$200
Administrative:	\$70

**Waiver of Consequential Damages:** Neither the Client nor the Design Professional shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

The Design Professional's services shall be performed in a manner consistent with that degree of skill and care ordinarily executed by practicing design professionals performing similar services

in the same locality, at the same site and under the same or similar circumstances and conditions. The Design Professional makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

~~Agreed Remedy: To the fullest extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Design Professional's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed \$250,000.~~

Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of Robe as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Additional Services revisions to the drawings after the drawings are substantially complete, changes in the scope of work, cost esRobates, detailed economic comparisons, attendance at meetings (as outlined above), and/or on site construction administration services. If desired, these services can be provided on an hourly basis at our standard billing rates.

Out of pocket expenses, including printing and plotting costs, shipping and delivery charges, automobile mileage, out of town travel, and long-distance telephone charges, are included in fees above.

The plans are an instrument of service and remain the copyrighted property of the engineer. A limited license to reproduce the documents for construction of the project is granted subject to payment of invoices within 60 days of the due date.

Mr. Scott McNally

January 31, 2025

Page 3 of 3

If you find this proposal to be agreeable, please indicate so by signing one copy on the space outlined below and returning it to me.

Thank you for the opportunity to work with you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Ian Carey', with a stylized flourish at the end.

Ian Carey  
Director of Operations

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Approved by

---

Date



Exhibit "IV"



5200 Avalon Boulevard  
Alpharetta, GA 30009

**ADDITIONAL SERVICE AUTHORIZATION # 004**  
**Date: 2025-02-20**

**Client Entity:** Croy Engineering, LLC  
**Address:** 200 Cobb Parkway N., Bldg 400, Ste. 413  
**City, State, Zip:** Marietta, GA 30062  
**Client Contact:** Zach Strickland, EIT

**Project Name:** Aquatics, Gymnastics and Family Learning Library Smyrna, GA  
**Project Address:** TBD  
**Project Number:** 22.0001924.000

NELSON is requesting Client authorization for the following Additional Services:

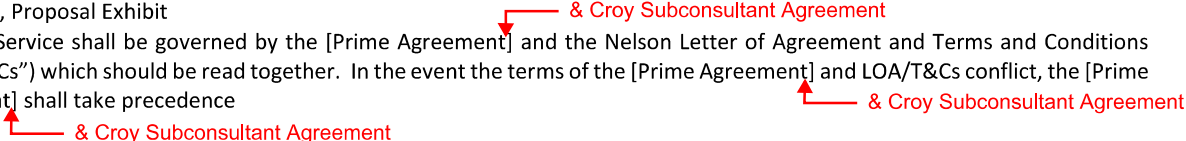
**Scope of Services:**

Provide additional - full design services as requested, defined further in the attached Proposal Exhibit A1.

**Compensation:**

- ☒ Fixed Fee of \$462,990.00 (as further clarified in Exhibit A1)  
☐ Hourly  
☐ Hourly, not to exceed \$\_\_\_\_ without prior Authorization

**Additional Information:**

- Exhibit A1, Proposal Exhibit
  - This Add Service shall be governed by the [Prime Agreement] and the Nelson Letter of Agreement and Terms and Conditions ("LOA/T&Cs") which should be read together. In the event the terms of the [Prime Agreement] and LOA/T&Cs conflict, the [Prime Agreement] shall take precedence
- 

**Services to begin upon receipt of signed Service Authorization or in accordance with the following schedule:**

Not Applicable.

The Terms and Conditions of this Additional Service Authorization are as described in the executed Agreement between Nelco Architecture, Inc. ("NELSON") and Client dated August 9, 2022 and as supplemented in the attached Proposal Exhibit.

**NELSON**

**Client Authorization by:**

\_\_\_\_\_  
Signature  
J. Brad Ewing, AIA, RID, NCARB, LEED AP  
\_\_\_\_\_  
Printed Name  
National Practice Leader – Civic & Justice  
\_\_\_\_\_  
Title  
02/21/2025  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

As of 2/14/2025 the *Client* and *NELSON* agree as follows:

"Nelson": Nelco Architecture, Inc.  
5200 Avalon Blvd.  
Alpharetta, Georgia 30009  
Attn: Brian Lachat

"Client": Croy Engineering, LLC  
200 Cobb Parkway North  
Building 400, Suite 413, Marietta, Georgia 30062  
Attn: Zach Strickland

Dear Zach:

Nelco Architecture, Inc. (hereinafter referred to as "NELSON", "Nelson Worldwide, LLC" and/or "Architect" in this Letter of Agreement and the Terms and Conditions) is pleased to present the following letter of agreement to Croy Engineering, LLC ("Client") to provide professional design services for Tolleson Park Aquatics and Recreation Facility at Smyrna, Georgia (the "Project").

### 1. Project Description

The Project includes programming, design and construction administration of a new single-story, free-standing Aquatics and Recreation Building at Tolleson Park of approximately 7,100 square feet in size. Additionally, the project also includes a separate new single-story, free-standing Rest Room Building at Tolleson Park of approximately 700 square feet. The basis of design for these building is in the attached concepts options which includes a new auxiliary restroom building as Exhibit B. Architect will provide programing, design and construction administration services for the Project.

At the commencement of Architect's services, Client and Architect will review Owner's budget and schedule goals for the Project. The Project Budget shall include design and construction contingencies appropriate to the nature of the project. During Design, Client or Client's designated representative shall provide estimates of the Cost of Construction, including contingency amounts commensurate with the stage of design and the nature of the Project. Client and Architect will review such estimates with the Owner and Client will adjust the Project Budget and/or program requirements or design detail to the extent required for consistency with the Project Budget. We understand the construction budget for this scope is to be at \$4.5 million dollars, the overall project budget is stated not to exceed \$18 million dollars (total, which includes but is not limited to design, construction, administration, contingency and similar costs), The target budget for Construction is approximately \$16 million dollars. Total Project delivery schedule shall not extend beyond Memorial Day of 2027. The Construction target turn over date shall be March of 2027.

The Client has developed (Exhibit C) in collaboration with the Architect's input an overall preliminary Project Schedule including important milestones for the Owner's review and approval. During design, Architect, Client and Owner will review the progress of the Project and discuss any necessary changes in the Schedule. The following milestones are presently projected:

- NTP to be determined.

Overall Project Management of the entire Owner's Project will be by the Client, the Prime. The Architect will be responsible for the management of its consultants and services. The Architect's scope does include the coordination with the Client, Owner and their consultants as it relates to the Architect's scope. Project delivery method basis is Design-Bid-Build.

### 2. Scope of Services

- 2.1 General. NELSON will provide the following services as part of its scope of basic services (the "Basic Service"):  
Pre-lease Services Phase: (contracted on a time & material basis)

*Pre-Design Phase*

- 2.2 Previously provided under separate agreements.

*Concept / Schematic Design Phase*

- 2.3 Meet with the Client to start-up the project, as well as review program requirements, roles and responsibilities, executive mandates, communication protocols, Project budget and Project schedule.
- 2.4 Discuss the preliminary Project schedule (Exhibit C) with the Client and Owner and come to an agreement on how the work will progress and the major milestone dates. Obtain the Client's written approval prior to beginning this Concept / Schematic Design Phase of work.
- 2.5 Perform due diligence review of Owner provided design criteria, and code / permit requirements as maybe applicable.
- 2.6 Review the information provided by the Client and/or Owner pertaining to the building, zoning and regulatory factors which affect the Project.
- 2.7 Provide further refinement information to the Client relative to the Project Schedule specifically regarding Project timeline entries which may include items such as milestone dates of Owner review and approvals windows, required major design decision milestones, and construction documentation production dates, drawing issue dates, estimated permit processing, and construction period; based upon the proposed opening date, and / or date of possession.
- 2.8 Based on the program requirements, key design concepts, adjacencies, and back of house requirements, a schematic floor plan shall be created. The schematic floor plan shall be revised up to two (2) times to accommodate the Owner's requested changes.
- 2.9 Outline an exterior color palette, including materials and finishes.
- 2.10 Prepare the Concept / Schematic Design, representing the design intent and direction of the Project's Building Envelopes.
- 2.11 Present the Concept / Schematic Design to the Client and obtain feedback and direction on any requested modifications from the Owner.
- 2.12 Make changes to the Concept / Schematic Design as requested in the Design Presentation. Shall be revised up to two (2) times to accommodate the Client's requested changes.
- 2.13 Re-present the Concept / Schematic Design with the requested modifications for the Owner's approval.
- 2.14 [Five] (5) meeting(s) are included in this phase, either in person or online as requested or scheduled by the Client. Additional meetings maybe provided at an additional service.

#### *Design Development Phase*

- 2.15 Upon written Client and Owner approval and completion of the Concept / Schematic Design Phase, prepare Design Development plans, drawings, details and/or specifications that establish dimensions and further describe the design intent of the Concept / Schematic Design. These drawings shall include reflected ceiling plans to describe lighting and ceiling treatments, elevations and/or may include three-dimensional sketches that illustrate locations of the proposed finishes, and details to further describe the intended construction and any specialty details of the built environment.
- 2.16 Illustrate the scope, size and character of the Project, including identification of primary building systems, being designed by NELSON's consultants.
- 2.17 Work with and Assist the Client in identifying any long lead time items and determine a course of action to minimize impact to the Project and schedule.
- 2.18 Present the Design Development, including plans, sketches, elevations, and finish/color palette to the Client for the Owner's review and comment.
- 2.19 Make minor refinements to the Design Development as requested by the Owner and/or the Client to achieve the desired project direction and budgetary requirements.
- 2.20 Present the final Design Development modifications to the Client. Obtain the Owner's approval for this phase of work.

- 2.21 Conduct up to one (1) meeting with the Authority Having Jurisdiction to review relevant building code interpretations, strategies employed per the code interpretations and review the AHJ's permitting process.
- 2.22 Four (4) meeting(s) are included in this phase, either in person or online as requested or scheduled by the Client. Additional meetings can be provided as an Additional Service.

*Construction Documents Phase*

- 2.23 Upon written Client and Owner approval of the Design Development package further develop the design documents into construction documents that describe in detail the architectural requirements for the new construction. NELSON will prepare and coordinate the following Architectural documents (collectively the "Construction Documents"), as may be required:
- Title Sheet, Notes and Legends
  - Code Review Data, Comcheck Reports and Special Inspection Requirements
  - Floor Plans
  - Exterior Elevations
  - Building Sections
  - Wall Sections
  - Details and Enlarged plans
  - Reflected Ceiling Plans and Light Fixture Schedule
  - Fenestration Schedules and Detailing
  - Finish Plans and Schedule
  - Interior Elevations
  - Interior Sections and Detailing
  - Schedules and Legends
  - Project Manual including Specifications
- 2.24 Coordinate the provision of the Construction Documents provided by, and monitor the schedules of, NELSON's Consultants. These will include items such as the following as may be required:
- Notes and Legends
  - Code, Comcheck Reports and Design Performance Criteria
  - Floor Plans
  - Reflected Ceiling Plans
  - Power, Telecom and Equipment Plans.
  - Schedules and Legends
  - Riser Diagrams
  - Sections and Detail Information
  - Project Specifications for use in the above-mentioned Project Manual.
- 2.25 Adjust the design documents at approximately 80 percent completion at the request of the Client if necessary to bring the design in alignment with the construction budget as may be necessary.

- 2.26 Up to Two (2) meeting(s) are included in this phase, either in person or online as requested or scheduled by the Client. Additional meetings can be provided as an Additional Service.
- 2.27 Seal and sign, or have sealed and signed by consultants, the appropriate documents required to file the project with the appropriate jurisdictions for permitting and construction.

*FF&E Concept Design Phase – Runs concurrently with Design Development and Construction Document Phases*

- 2.28 Review the requirements for new furniture with Client and Owner. One (1) one-hour meeting with two (2) NELSON teammates, virtual.
- 2.29 Provide proposed furniture layout based on furniture requirements.
- 2.30 Select, prepare, and present preliminary furniture selections to the Owner through the Client to develop basis of design bid package. One (1) one-hour meeting with two (2) NELSON teammates, virtual.

*FF&E Bid and Dealer Selection Phase – Runs concurrently with end of Construction Document Phase and through the beginning of Construction Administration.*

- 2.31 Prepare a furniture Request for Proposals (RFP) on Owner's behalf; issued to up to three (3) furniture dealers within the established buying agreements.
- 2.32 Level and summarize RFP responses for Client and Owner's review. Assist Client and Owner with bid review and make selection recommendations. One (1) one-hour meeting with two (2) NELSON teammates, virtual.

*FF&E Final Design Phase – Runs concurrently Construction Administration Phase.*

- 2.33 Provide proposed furniture layout to selected Furniture Dealer and work with Dealer to prepare furniture package including exact products and finish selections.
- 2.34 In partnership with Furniture Dealer, present furniture selections to the Owner for review and comments. One (1) two-hour meeting with two (2) NELSON teammates, in-person.
- 2.35 Work with Furniture Dealer to select upholstery and finishes for specified furniture items. Present final selections with upholstery and finish options to Owner in partnership with Furniture Dealer. One (1) two-hour meeting with two (2) NELSON teammates, in person.
- 2.36 Based on Client and/or Owner feedback, finalize selections with Furniture Dealer.
- 2.37 Review final package with Owner and Furniture Dealer for design intent conformance. One (1) two-hour meeting with two (2) NELSON teammates, virtual.
- 2.38 Coordinate and share final selections with Owner's IT/AV Consultant and other vendor/ consultants for their use and reference.

*FF&E Administration – Runs concurrently with Construction Administration Phase*

- 2.39 Review validation package from furniture dealer prior to Owner sign-off for design conformance. Furniture Dealer is responsible for all specification and selections being properly specified, ordered, etc.
- 2.40 Respond to limited RFIs and questions pertaining to manufacturing and installation process.
- 2.41 Conduct one (1) furniture punch after installation. Furniture punch list will be documented and managed by Furniture Dealer. Furniture punch will consist of one (1) full-day site walk with two (2) NELSON teammates, in person. The FF&E punch walk must not be performed until the architectural punch walk is completed and documentation is distributed to the construction professional.

*Signage Phase – Runs concurrently with Schematic Design, Design Development, Construction Documents, and Construction Administration Phases*

- 2.42 Identify signage types used throughout the Project. Types may include monument, building exterior, wayfinding, interior, and code-related signage.
- 2.43 Develop signage standards in compliance with all code and Client requirements and standards.
- 2.44 Coordinate signage with overall design.
- 2.45 Prepare a signage Request for Proposals (RFP) on Client's behalf; issued to up to five (5) vendors.
- 2.46 Level and summarize RFP responses for Client's review. Assist Client with bid review and make selection recommendations.
- 2.47 Work with Signage Vendor to finalize signage designs.
- 2.48 Review final signage package with Client and Signage Vendor for design intent conformance.
- 2.49 Respond to limited RFIs and questions pertaining to manufacturing and installation process.
- 2.50 Conduct one (1) signage punch after installation; punch may be performed in concurrence with architectural punch walk.

*Bidding, Negotiations, Award and Permitting Phase*

- 2.51 Assist the Client in the bid and negotiation of contracts for the construction of the Project.
- 2.52 Respond to pricing RFI's, which may include clarification addenda as may be required.
- 2.53 Review and respond to proposed contractor substitution requests.
- 2.54 All other bidding activities shall be coordinated by the Client.
- 2.55 Permitting will be by Client and/or Client's Permit Expeditor consultant. Nelson shall assist with providing application information requirements and necessary revision responses to AHJ permitting comments.
- 2.56 Revise the final design documents as maybe necessary to obtain necessary building permit approvals from authorities having jurisdiction. Permitting services not related to building permit approvals are not included.

*Construction Administration Phase*

- 2.57 Upon Nelson receiving all applicable duly executed contracts in a timely manner, including but not limited to the duly executed contract with a general contractor.
- 2.58 Conduct up to Twelve (12) site visits to become generally familiar with the progress and quality of the work. Extensive site visits are not included in this letter of agreement but can be provided as an Additional Service. In addition to the above site visits by Nelson, we include the following number of site visits of our consultants:
  - i. Up to Two (2) site visits by the Structural Engineer
  - ii. Up to One (1) site visits by the Mechanical Engineer
  - iii. Up to One(1) site visits by the Electrical Engineer
  - iv. Up to One (1) site visits by the Plumbing engineer
- 2.59 In addition to the site visits mentioned above, participate in up to twenty (20) project teleconferences meetings over 56 weeks as scheduled with the Client at approximately every one to two weeks with the Owner's Contractor to review the status of the project. When in-person site visits mentioned above occur, these visits will be in place of a teleconference meeting. In total, up to thirty-two 32 meetings in this phase either through teleconference meetings or in person site visits are included. A record of this teleconference will be generated, and a copy transmitted to the Client so as to keep the Client and Owner reasonably informed of the Project's progress as well as any potential issues that might arise during the course of construction.

- 2.60 NELSON will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.
- 2.61 NELSON will review change orders and make a recommendation for the Client's approval and execution.
- 2.62 NELSON will respond to the Contractor's RFI's.
- 2.63 NELSON will issue field directives, if required, to clarify information in the Construction Documents.
- 2.64 NELSON may authorize minor changes in the work which are consistent with the Construction documents, not involving adjustments to the contract sum and/or schedule.
- 2.65 NELSON will review up to three (3), per construction item the contractor's submittals such as shop drawings, product data, and samples for conformance to the intent of the plans and specifications. Extensive reviews may be provided as an Additional Service.
- 2.66 NELSON will review the Contractor's Request for Payment.
- 2.67 Nelson will review Contractor's project completion list prior to substantial completion site visit.
- 2.68 At the time of prior to substantial completion, the contractor will prepare one detailed punch list of items to be completed or corrected, which NELSON will review. Upon notification of the completion of these items, and if requested by the Client and Owner, NELSON will make one additional site visit to review for final acceptance. If all items are completed, the Architect will issue final Certificate for Payment. Extensive site visits are not included in this letter of agreement but can be provided as an Additional Service.
- 2.69 The Architect and its Consultants will conduct one (1) site visit inclusive of the above site visits for the purpose of determining the date of Substantial Completion. The Architect and its Consultants will review Contractors completed work for general compliance to the Construction Documents. The Architect and its Consultants will provide to the Client, Owner, and the Contractor a list of deficient items. The Architect will issue a signed Certificate of Substantial Completion upon readiness. Extensive site visits are not included in this letter of agreement but may be provided as an Additional Service.
- 2.70 Architect and its consultants will receive and review for general compliance to the specifications, Owner written warranties, and related documents required of and assembled by the Contractor.
- 2.71 Construction Phase services are included for a maximum duration of fifty-six (56) weeks from the issuance date of the Contractors Notice to Proceed. Client shall provide NELSON with a copy of the Contractors Notice to Proceed. Any extension of time required to close out the project beyond the stated duration will be an additional service
- 2.72 NELSON's scope of Basic Services is as set forth below in this Section 2 and include the services of the following consultants:
- |  |   |
|--|---|
| Interior design services                       | (Self Performed- Nelson)  |
| Signage Services                               | (Combination of Self Performed- Nelson and Vendor as defined below) |
| FF&E Services                                  | (Combination of Self Performed- Nelson and Vendor as defined below) |
| Structural engineering services                | Shear Engineering   |
| (site wall design excluded)                    |   |
| Mechanical/Electrical/Plumbing/Fire Protection | Savant Engineering  |
| (site lighting excluded)                       |   |
- 2.73 NELSON shall coordinate with the Client's and Owner's consultants. NELSON's sole responsibility in coordinating with the Client's and Owner's consultants shall be to coordinate NELSON's and NELSON's Consultants schedule, drawings, and specifications with the Client's consultants' portion of the work. NELSON is not responsible to Client for any delays caused by Client's consultants or for any errors, omissions or other defaults of any other design professional rendering design, engineering or related services to Client not contracted with NELSON.

### 3. Additional Services

The following services are not included as Basic Services and, if requested, may be provided and billed as Additional Services. Any service that is not identified above as Basic Services is an Additional Service, including, but not limited to:

- 3.1 Any major changes in the scope of services or the scope of the Project.
- 3.2 Value Engineering
- 3.3 Sustainable evaluations and LEED services
- 3.4 Construction barricade plan
- 3.5 Separate permit & bid sets
- 3.6 Permit processing and/or expediting
- 3.7 Jurisdiction permit and plan review fees
- 3.8 Construction cost estimating
- 3.9 Project Management
- 3.10 General Contractor bidding or review
- 3.11 Manage general contractor selection, contracts, and execution
- 3.12 Color boards and or material boards
- 3.13 Renderings, models, mock-ups and marketing material
- 3.14 Phasing of construction documents, construction, schedule, and construction administration.
- 3.15 Hazardous materials related services
- 3.16 Energy modeling and life-cycle cost analysis (LCCA)
- 3.17 Emergency Responder Radio Communication (ERRC) system design
- 3.18 Non-design-build sprinkler and fire alarm design, documents and coordination as required by jurisdiction
- 3.19 Review board/historic board related services
- 3.20 Public hearings, Zoning and /or planning commission presentations
- 3.21 Procurement services
- 3.22 Professional Photography
- 3.23 Third-Party Peer review specialist
- 3.24 Waterproofing review specialist
- 3.25 Accessibility and or code review specialist
- 3.26 Site Lighting
- 3.27 Lighting design services (General base building lighting included)
- 3.28 Structural site wall design
- 3.29 Acoustical design services
- 3.30 Audio Visual design services
- 3.31 Low voltage security and communications design services
- 3.32 Aquatics design services

3.33 Branding services

3.34 Inventorying of Existing FF&E

#### 4. Client's and Owner Responsibilities

4.1 Client shall work cooperatively with the Owner to bring the project to a successful conclusion.

4.2 Provide complete and accurate information in a timely manner in accordance with the approved project schedule, including a final program, setting forth Owner's design objectives, constraints and criteria, any dimensioned drawings describing all existing improvements, and hazardous materials survey, as may be required. The services, information, surveys and required reports shall be furnished at the Client's or Owner's expense, and NELSON shall be entitled to rely upon the accuracy and completeness thereof.

4.3 Provide Owner's Construction Managers project budget, cost estimates and periodic updates, at a minimum at the conclusion of each Design Phase, to ensure the project is within the Owner's financial budget and/or proforma.

4.4 Render decisions and/or obtain Owner's decisions promptly to avoid unreasonable delay in the progress of the services or project schedule.

4.5 Provide geotechnical testing information which Nelson and its consultants shall be entitled to rely upon.

4.6 Provide construction materials testing, inspections and special inspections result information.

4.7 Provide a complete listing of all new or existing equipment that is to be relocated or maintained, along with the corresponding technical data, including but not limited to; power [amps/ volts], heat load [BTU] and cabling information required for the project as maybe applicable to the Project.

4.8 Provide the services of the following consultants:

Civil Engineering	(Self-Performing – Croy Engineering)
Landscape and Hardscape Architectural Design	(Self-Performing – Croy Engineering)
Aquatics	(CHH20 – Counsilman-Hunsaker)
Low voltage and Security	(by Owner's Consultant, tentatively Netplanner)

4.9 Client shall require all consultants retained directly by the Client, Owner or by Owner's agent to coordinate their services, documents, and scheduling with NELSON and NELSON's Consultants.

4.10 Within 15 days of a request by NELSON, Client shall provide the legal description of the property on which the project is located, the legal owner of the property, and the address at which the legal owner can be reached.

#### 5. Schedule

The Project's schedule shall be in accordance with the attached preliminary Project schedule, Exhibit C as a basis for the Project scheduling needs and fee basis. This Project schedule shall be further defined as follows:

Concept / Schematic Design Phase	10 weeks
Design Development Phase	6 weeks
Construction Documentation Phase	8 weeks
FF&E Phase	<i>Concurrent with Phases as noted above in Sect. 2</i>
Signage Phase	<i>Concurrent with Phases as noted above in Sect. 2</i>
Bidding, Negotiations, Award and Permitting Phase	10 weeks total (4 weeks for permit comment revisions)

- 5.1 Client and/or Owner will have a combined 2 weeks to review and provide direction following each milestone. If project is delayed further than allotted review time, will be subject to an impact restart fee per our Terms and Conditions.

## 6. Compensation

- 6.1 Compensation for the Services identified in Section 2 shall be a fixed fee of \$ 462,990.00 (Four Hundred, Sixty-two Thousand, Nine Hundred and Ninety US Dollars and Zero Cents) and will be billed monthly as services are completed in accordance with the Prime Agreement. Additionally, should the Client elect by written initial below at the time of agreement execution the following deducts are optional for scope and fee reductions.
- i. Omit FF&E scope entirely from the project \$33,020.00  
01. Initial here \_\_\_\_\_ if accepted.
  - ii. Omit Signage scope entirely except for code minimum from the project \$27,660.00  
01. Initial here \_\_\_\_\_ if accepted.
- 6.2 Additional Services will be billed to the Client separately, either in a lump sum, or on an hourly basis, in accordance with the applicable hourly rate schedule, whichever form of fee is defined in the contract change amendment.
- 6.3 Where required by applicable law, sales, use, consumer and similar taxes will be invoiced to the Client in addition to Architect's compensation for Professional Services. The Client will be responsible for the payment of any such taxes to Architect, and Architect will report and remit such taxes to the appropriate governmental authorities.
- 6.4 Nelson has no control over the costs of labor, materials, equipment, fixtures, over the Contractor's method of determining fees, over competitive bidding, the market, negotiating conditions and/or the Client, Construction Manager or Owner's elected cost savings and/or alternate designs from previously approved designs. If Value Engineering is required to change the cost of construction, additional fees will apply.
- 6.5 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of the estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in the preparing of cost estimates or due to market conditions outside of the Architect's could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however the Architect shall report to the Client and Owner any material inaccuracies and/or inconsistencies noted during any such review.
- 6.6 The Architect shall design this Project such that the construction bid award will not exceed the construction budget amount identified in the Project Description. In the event the Architect finds, in its opinion, that the construction costs will potentially exceed the construction budget, the Architect shall immediately stop work and given written notice to the Client, and Owner, who will either revise the budget to increase the construction budget or direct the Architect to reduce the scope of the Project. If the Owner agrees to increase the construction budget because the Owner's Program exceeds the construction budget, there shall be a commensurate increase in the compensation of the Architect under this Agreement as a result thereof. If the Owner elects to reduce the scope of the Project, the Architect shall, at no additional cost to the Owner, revise or redraft any and all documents necessary so as to bring the project within the construction budget and maintain the Preliminary Design Schedule; provided however, if the cost of redesign is material, and the budget changes as a result of unexpected market forces, than the Architect shall be equitably reimbursed for such Design Services.

## **CONSULTANTS**

Consultants' fees shall be compensated at the amounts invoiced to NELSON plus 15%.

## **REIMBURSABLE EXPENSES**

Reimbursable Expenses are expenses incurred by NELSON and NELSON's consultants that shall be in accordance with the prime and are included in the fee.

Reimbursable Expenses include the following:

- Courier and delivery charges including insurance and customs duty rates
- Reproductions including photocopying, printing and plotting will be billed in accordance with NELSON's standard document pricing
- Transportation and travel including airfare (business class for international travel), lodging, meals, ground transportation, vehicle rental, and other transportation related expenses
- Additional expenses over normal hourly rates for overtime work

Reimbursable Expenses exclude, but are not limited to, the following:

- Permitting and/or Expediting services and fees
- Presentation materials including mounting and lamination
- Professional renderings and models except as included in this letter of agreement
- Photography and related expenses

## **EXISTING CONDITIONS**

NELSON will make no representations regarding the suitability for reuse of the existing structures on the site and is not responsible for the condition of the existing structures.

## **FAST TRACK PROCESS**

Multiple delivery packages and/or Fast Tracking is not anticipated nor included in the scope of these services.

In the event Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all of which events may cause an increase not only in the Cost of the Work and/or an extension of the Project construction schedule but also in additional design fees. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes when fast-track processes are elected.

## **Terms and Conditions**

NELSON and Client agree to the attached Terms and Conditions unless otherwise defined in the prime agreement which further detail the responsibilities of NELSON and Client related to the Project and are an integral part of this agreement. This letter of agreement and the attached Terms and Conditions collectively form the agreement of the parties (the "Agreement").

## **Agreement**

We are excited to be working with you on this Project. Please sign where indicated below and return one copy for our files. If you have any questions, please do not hesitate to call. Services will not commence until receipt of the return of a signed copy of this Agreement.

This Letter of Agreement incorporates the following documents, in order of precedence:

1. Amendments and modifications signed by both parties
2. this Letter of Agreement
3. the attached Terms and Conditions Dated 04/12/2022
4. the attached exhibits
  - a. Exhibit A – Architect’s Hourly Rates
  - b. Exhibit B – Basis of Design: Tolleson Concept Package as approved with remarks – Dated January 30, 2025.
  - c. Exhibit C – Preliminary Project Schedule Basis – Dated January 29, 2025

Sincerely,  
Nelco Architecture, Inc.

Agreed to and accepted by:  
Croy Engineering, LLC

J. Brad Ewing, AIA, RID, NCARB, LEED AP  
National Practice Leader  
Civic & Justice

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Signature

---

Printed Name and Title

---

Date

1. **AGREEMENT.** The Agreement between Architect and Client consists solely of these Terms and Conditions and the Letter of Agreement to which they are attached ("Agreement"). In the event that Architect and Client have not executed the Agreement, Client's authorization to Architect to proceed with the performance of the services set forth in the Letter of Agreement shall constitute acceptance by the Client of these Terms and Conditions.

2. **SCOPE OF SERVICES.** Architect agrees to provide only those professional services specifically set forth in the Letter of Agreement to which these Terms and Conditions are attached. Additional services may be performed if requested, subject to an agreed upon revision in the scope of services and authorized fee.

3. **INVOICES, PAYMENTS.** Architect will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due thirty (30) days from invoice date. Any objection to the content of any invoice shall be deemed waived if not made in writing within ten (10) days of receipt of the invoice. No deductions shall be made from any payments due Architect. Amounts outstanding over 30 days shall be assessed a service charge of one and one-half (1-1/2) percent per month.

Where required by applicable law, sales, use consumer and similar taxes will be invoiced to Client in addition to Architect's compensation for professional services. Client will be responsible for the payment of such taxes to Architect, and Architect will report and remit such taxes to the appropriate governmental authorities.

Timely payment to Architect in accordance with these Terms and Conditions is a material term of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for suspension of services, or termination of the Agreement, by Architect.

This Agreement anticipates that Architect's services will proceed continuously in accordance with the Project schedule. If the Project is suspended or delayed for reasons beyond Architect's control, Architect shall be compensated for expenses incurred due to the interruption and resumption of its services, and the Parties shall mutually agree upon an equitable adjustment of Architect's fees and the duration for the remaining services.

4. **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for services and include expenses incurred by Architect and its employees and consultants directly related to the Project.

5. **CLIENT'S RESPONSIBILITIES.** Client shall do the following in a timely manner so as not to delay the services of Architect and shall bear all costs incidental thereto:

.1 Designate in writing a person to act as Client's representative with respect to the services to be provided by Architect under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Architect's services for the Project.

.2 Provide full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and 20220412 T+C

any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.

.3 Furnish geotechnical, structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Architect. Architect shall be entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by Client, Contractor, or any of their subcontractors or consultants. Architect's coordination of its services with Client's consultants shall be limited to that necessary for consistency of Architect's documents with those of such consultants.

.4 Advise Architect of the identity and scope of services of any consultants employed by Client to perform or furnish services on the Project, including, but not limited to, construction management, cost estimating, Project peer review, value engineering and constructability review.

6. **ARCHITECT'S RESPONSIBILITIES.** Architect's services shall be performed as expeditiously as is consistent with the orderly progress of the work and in accordance with the Standard of Care as defined below. Architect shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

7. **STANDARD OF CARE.** Architect's services shall be performed with that degree of usual and customary professional skill and care exercised by members of its profession practicing in the same or similar locality under similar circumstances ("Standard of Care"). The Standard of Care shall exclusively be judged as of the time the services are rendered. Architect makes no express or implied warranty beyond its commitment to conform to this standard.

8. **DOCUMENTS.** The drawing(s), specifications, REVIT files, CAD files and other documents and electronic files ("Documents") prepared in connection with this Agreement are instruments of service prepared specifically for use on this Project. They are not intended or represented to be suitable for reuse by Client or others on any other project or for any other purpose.

Client agrees that all Documents, whether or not furnished to Client or its agents, are instruments of Architect's service and Architect shall retain all rights of ownership. Architect grants Client a nonexclusive license to use the Documents in connection with the Project and to retain copies, including reproducible copies, in connection with Client's use of the completed Project. The Documents shall not be used by Client on other projects, for additions to this Project and, provided Architect is not adjudged to be in default under this Agreement, for completion of this Project by others, except by agreement in writing with the appropriate compensation to Architect. To the extent that Architect has not received compensation in accordance with the Terms and Conditions of this Agreement any and all rights of Client in connection with the use of the Documents are terminated and all Documents are to be immediately returned to Architect.

Client agrees to indemnify and hold Architect harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the Client's unauthorized use, re-use, transfer or modification of the Documents.

9. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either Client or Architect.

~~10. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Architect and its officers, directors, partners, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Architect or its officers, directors, partners, employees, agents or consultants, or any of them, shall not exceed the Architect's fee for the Project. Furthermore, the parties hereby waive, as against each other, any claims for incidental, special, exemplary or consequential damages.~~

11. **HAZARDOUS MATERIALS.** Architect and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, but shall immediately notify the Client of such findings.

12. **AREAS AND MEASUREMENTS.** Areas and measurements provided by Architect are derived from drawing dimensions or field measurements and are not intended to be used as the basis for calculating rent or for other similar purposes.

13. **DESIGN/BUILD CONTRACTOR.** Architect and its consultants shall have no responsibility for the design, technical adequacy or accuracy, installation, or performance of any Design/Build portions of the Project.

14. **TERMINATION, SUSPENSION.** This Agreement may be terminated by either party upon not less than seven (7) days written notice. In the event of termination, Architect shall be paid for all services performed prior to the later of the receipt of written notice of termination or the effective date of termination, plus reimbursable expenses then due.

15. **INDEMNIFICATION.** Architect agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Architect, its consultants, or anyone for whose acts

either of them may be legally liable. Client agrees to indemnify and hold Architect harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.

16. **MEDIATION.** Client and Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to good faith non-binding mediation unless the parties mutually agree otherwise. Mediation shall be initiated within a reasonable time after the basis for the dispute has arisen by submitting a demand for mediation which sets forth in detail the basis for the claim and the relief sought to the party against which the claim is asserted. A single mediator shall be selected by the parties. Any dispute not resolved within ninety (90) days of the receipt of the written notice required by this paragraph may be resolved by litigation.

Client and Architect further agree to include a similar mediation provision in agreements with contractors and consultants retained for the Project thereby providing for mediation as the initial method for dispute resolution between parties to those agreements.

17. **WAIVER OF SUBROGATION.** Except to the extent that such waiver would invalidate the applicable insurance coverage, Client and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. Client and Architect each shall require similar waivers from their contractors, consultants and agents.

18. **REFERENCE.** Architect shall have the right to reference Client, the Project and provide a general description of the scope of services, as well as to include representations of the design of the Project, including photographs, among Architect's professional materials, including, but not limited to, Architect's promotional materials, professional publications, websites, social media, digital platforms and competition submissions. Client shall provide professional credit for Architect in Client's promotional materials for the Project.

19. **ANTI-BRIBERY AND ANTI-CORRUPTION.** Client and Architect acknowledge their responsibilities and commitment to abide by and comply with both domestic and international anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act and the United Kingdom Anti-Bribery Act, and any amendments and related regulations, in addition to their own ethical guidelines. Either party may terminate this Agreement at any stage of the Project, if it has a good faith basis to believe that the other party failed to comply with the provisions of this Section, including any non-compliance prior to the effective date of this Agreement. The non-compliant party shall indemnify the other party from and against any and all liabilities, losses, damages, costs, and expenses (including

reasonable attorneys' fees and costs of defense), together with interest thereon, arising out of or resulting from such non-compliance.

20. LATENT CONDITIONS. In the event that the Project includes any remodeling, alteration, or rehabilitation work, Client acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

21. MISCELLANEOUS TERMS.

.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the state where the Project is located.

.2 Severability. If any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

.3 Integration and Non-waiver. This Agreement represents the entire and integrated agreement between Client and Architect and supersedes all prior negotiations, representations, or agreements. No failure to act by either Party hereto shall be deemed to constitute a waiver of such Party's rights or remedies hereunder.

.4 Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Architect under this Agreement or the termination of this Agreement for any reason.

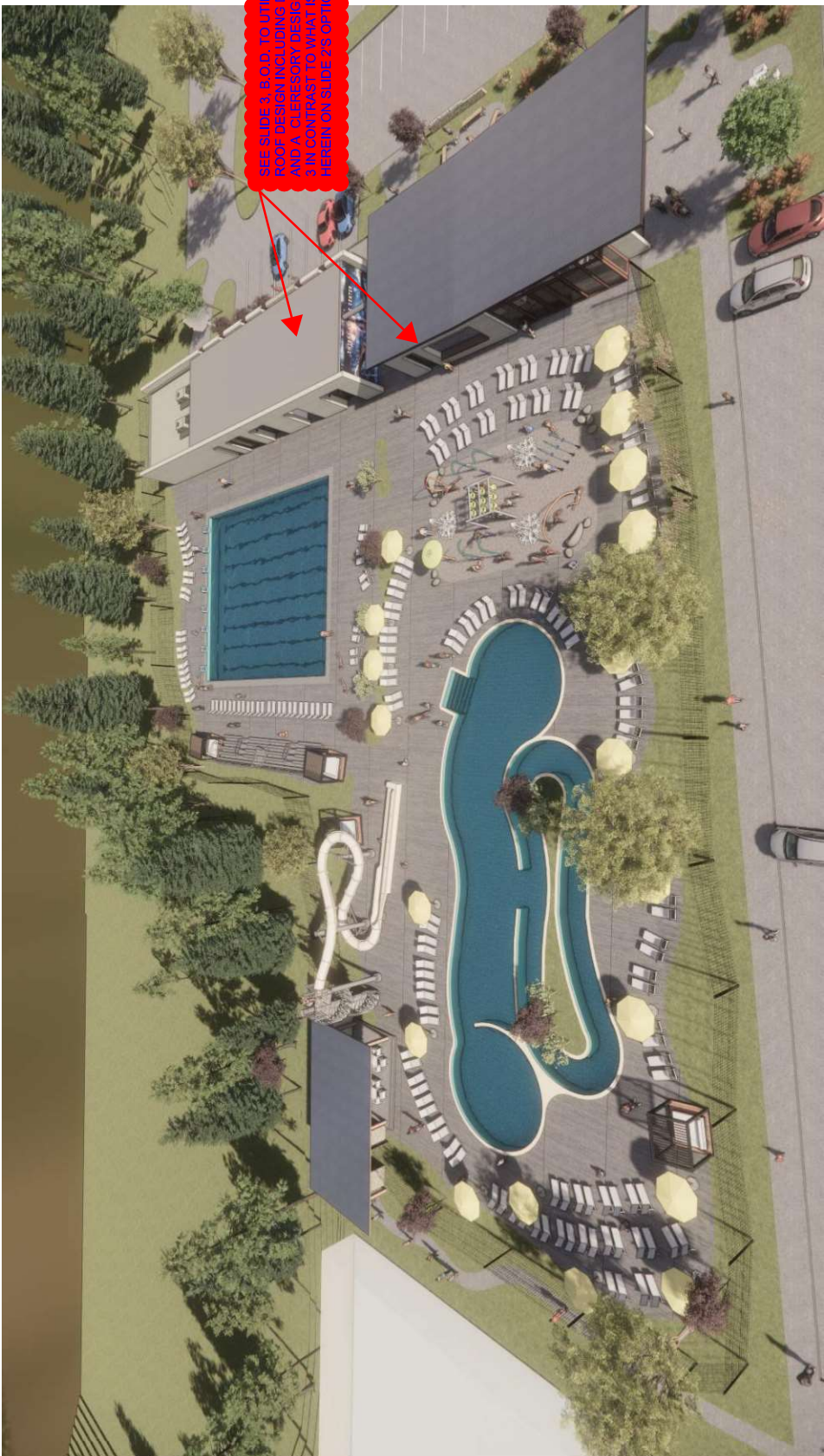
.5 Assignment. Architect may assign this Agreement to a subsidiary or affiliate of Architect. No other transfer or assignment is permitted except with prior written approval of the other party.



## EXHIBIT A CIVIC JUSTICE PRACTICE 2024 HOURLY RATES

Intern	\$100
Drafter	\$100
Interior Designer I	\$115
Interior Designer II	\$135
Interior Designer III	\$150
Senior Interior Designer	\$210
Technical Designer I	\$125
Technical Designer II	\$145
Technical Designer III	\$155
Sr. Technical Designer	\$170
Architect	\$190
Senior Architect	\$215
Graphic Designer I	\$100
Graphic Designer II	\$120
Graphic Designer III	\$135
Visualization Designer II	\$160
Senior Visualization Designer	\$190
CA Manager	\$175
Project Manager	\$200
Sr. Project Manager	\$230
Program Manager	\$215
Account Manager	\$235
Sr. Account Manager	\$260
Business Coordinator	\$125
Sr. Brand Strategist	\$155
Technical Manager	\$150
Strategist	\$175
Analyst, Data Modeling	\$195
Director, Business Intelligence	\$235
Technical Leader	\$275
Sr. Technical Leader	\$325
National Technical Leader	\$325
Design Leader	\$295
Sr. Design Leader	\$300
National Design Leader	\$315
Occupancy Planner	\$175
Sr. Strategic Occupancy Planner	\$235
Strategic Planner	\$210
Urban Planner	\$240
Sr. Urban Planner	\$300
Client Development Leader	\$275
Market Leader	\$315
Account Leader	\$275
Studio Leader	\$295
Sr. Studio Leader	\$325
National Practice Leader	\$425



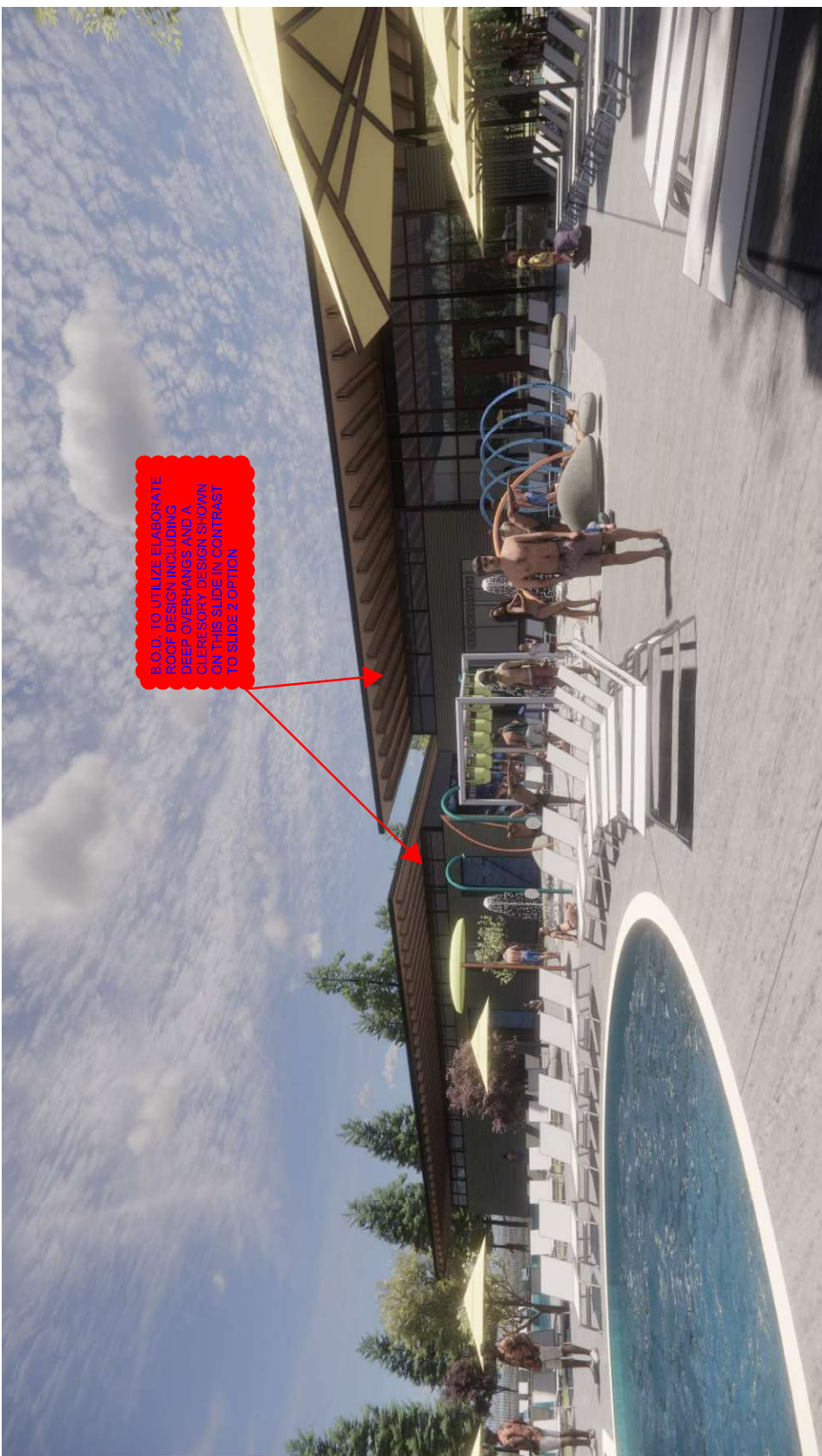


SEE SLIDE 3, R.O.D. TO UTILIZE ELABORATE  
ROOF DESIGN INCLUDING DEEP OVERHANGS  
AND A GLASS CURVED DESIGN SHOWN ON SLIDE  
3 IN CONTRAST TO WHAT IS REFLECTED  
HEREIN ON SLIDE 2'S OPTION.

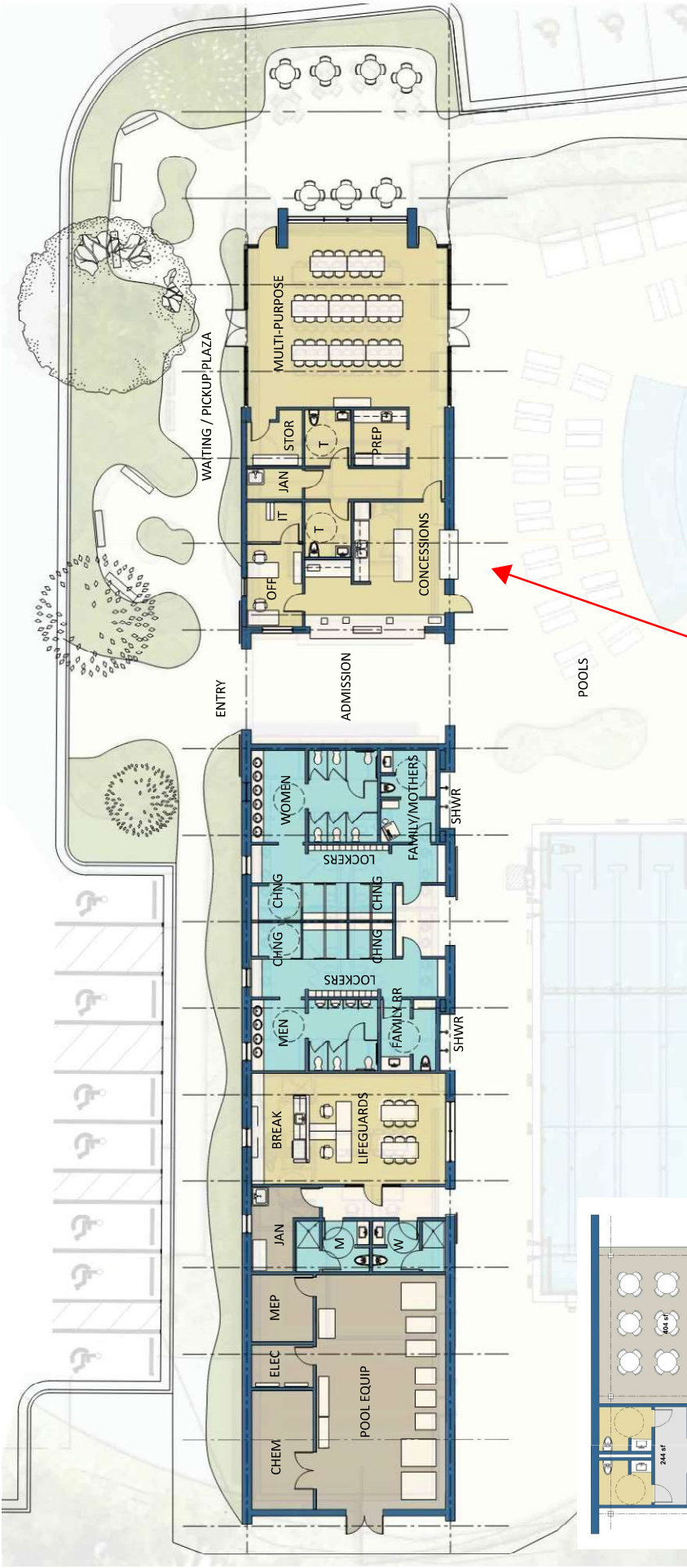


CONCEPTUAL SITE VIEW





CONCEPTUAL CLOSE UP - 'SHED'



NOT REFLECTED HERE. PENDING DESIGN DURING SCHEMATIC PHASE. SCOPE TO INCLUDE A SMALL EXTERIOR SEATING AREA (APPROX. 300SF) UNDER COVER WHICH WOULD BE TIED IN WITH THE PRIMARY STRUCTURE.

# CONCEPTUAL POOL BUILDING FLOOR PLAN



# EXHIBIT C

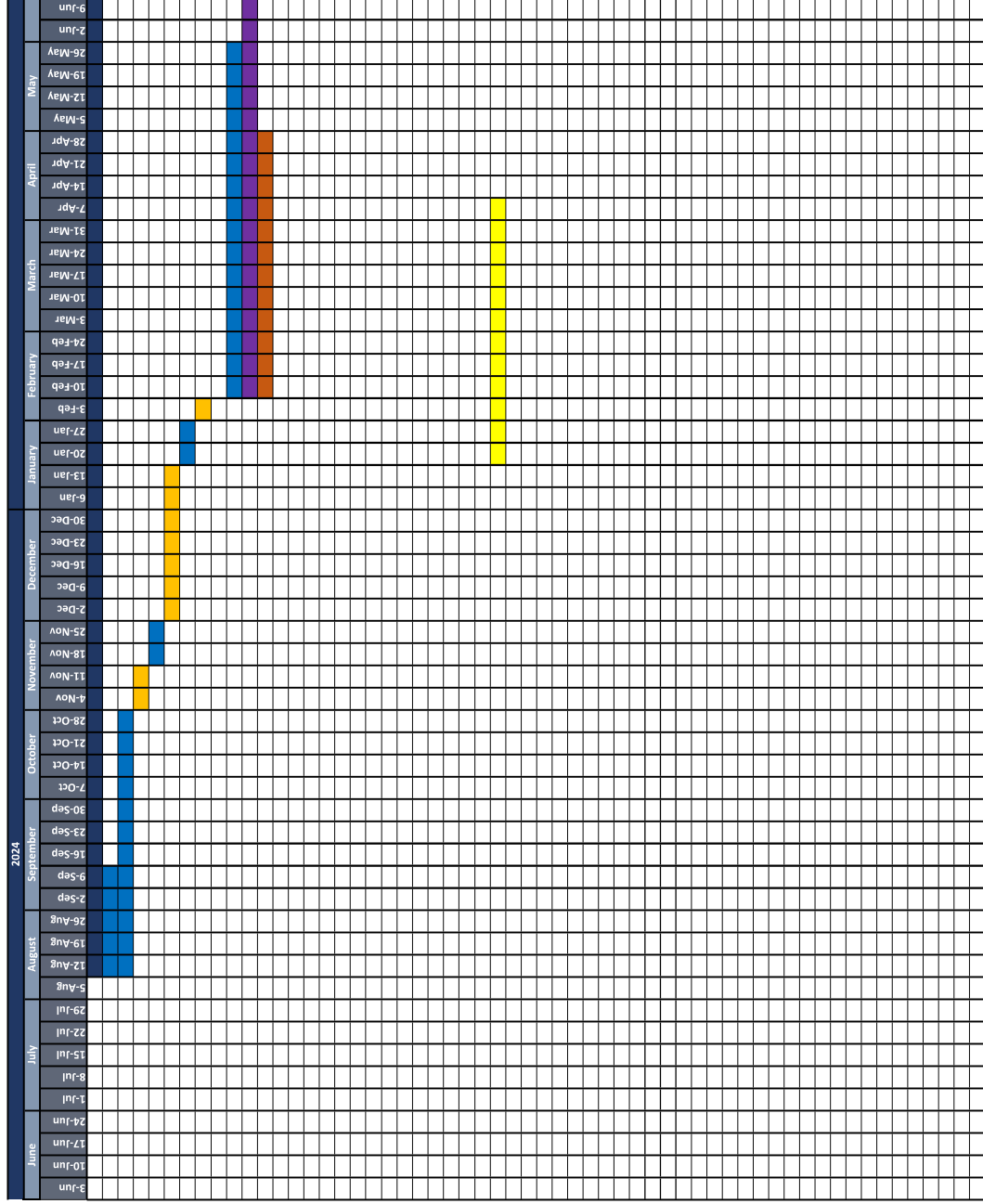
2025-01-29

Proj Schedule Basis (3 pages)



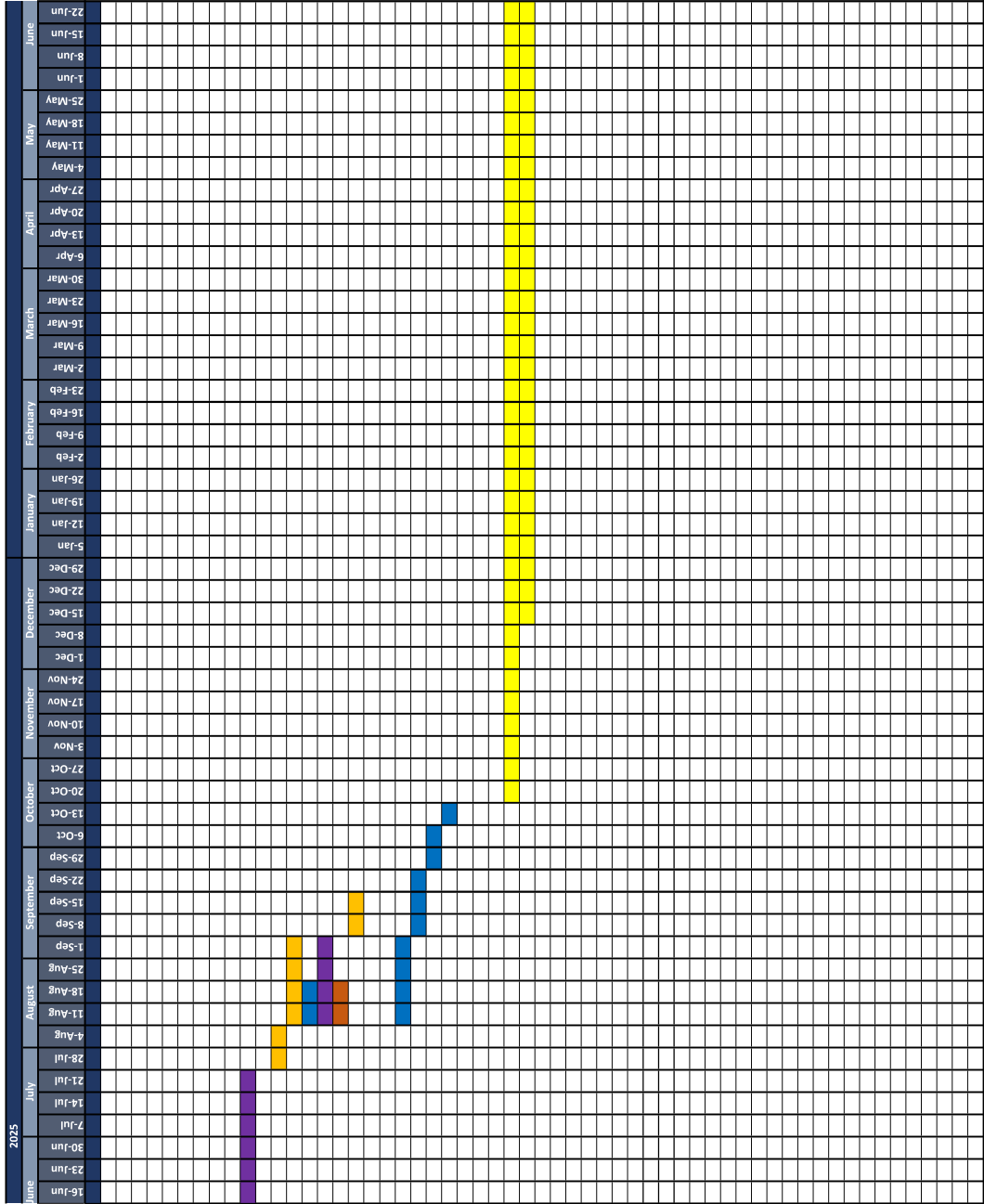
				PROJECT DURATION (weeks)	PROJECT START DATE	PROJECT END DATE
CROY		CONTRACTOR				
NELSON		SMYRNA				
CHZO		PROJECT MILESTONE				
Sample Project						
		#REF!			#REF!	

Agency	Task ID	Task Description	Task Duration (weeks)	Start Date	End Date
Concept Development					
CROY	1	Survey	5	8/12/2024	6/1/2025
CROY	2	Concept Development	12	8/12/2024	11/3/2024
SMYRNA	3	City Review	2	11/4/2024	11/17/2024
CROY	4	Concept Refinement	2	11/18/2024	12/1/2024
SMYRNA	5	City Concept Approval	6	12/2/2024	1/13/2025
CROY	6	Design Team Final Proposal Scope/Fee	2	1/14/2025	1/27/2025
SMYRNA	7	Final Design Proposal Review/Approval	1	1/28/2025	2/3/2025
Final Construction Documents					
CROY	8	Civil	16	2/4/2025	5/16/2025
NELSON	9	Architectural	24	2/4/2025	7/21/2025
CHZO	10	Aquatics Elements	12	2/4/2025	4/28/2025
SMYRNA	11	City Review	2	7/22/2025	8/4/2025
SMYRNA	12	Public Information Meetings	4	8/5/2025	9/1/2025
CROY	13	Addressing Comments - Civil	2	8/5/2025	8/18/2025
NELSON	14	Addressing Comments - Architectural	4	8/5/2025	9/1/2025
CHZO	15	Addressing Comments - Aquatics Elements	2	8/5/2025	8/18/2025
SMYRNA	16	City Review and Approval	2	9/2/2025	9/15/2025
Advertising/Bidding/Award					
CROY	17	Advertising	4	8/5/2025	9/1/2025
CROY	18	Review Qualifications	3	9/2/2025	9/22/2025
CROY	19	Shortlist/Interview	2	9/23/2025	10/6/2025
CROY	20	Award	1	10/7/2025	10/13/2025
Construction					
CONTRACTOR	21	Demo/Site Preparation	12	1/14/2025	4/7/2025
CONTRACTOR	22	Vertical (Building Elements)	56	10/14/2025	11/9/2026
CONTRACTOR	23	Aquatics Elements	32	12/13/2025	7/24/2026
CONTRACTOR	24	Fine Grading/Utility Tie Ins	8	9/11/2026	11/5/2026
CONTRACTOR	25	Landscaping/Lighting/Site Furnishings	12	10/7/2026	12/29/2026
***NEED - Dept of Public Health Review Input					
***HARD STOP TO ALLOW FOR "BURN-IN"***					
JECT MILEST		FACILITY OPEN TO THE PUBLIC	1	2/22/2027	2/28/2027
JECT MILEST			1	5/31/2027	6/1/2027



				PROJECT DURATION (weeks)	PROJECT START DATE	PROJECT END DATE
CROY		CONTRACTOR			#REF!	#REF!
NELSON		SMYRNA				
CHHO		PROJECT MILESTONE				
Sample Project						

Agency	Task ID	Task Description	Task Duration (weeks)	Start Date	End Date
CROY	1	Concept Development	146	8/12/2024	6/1/2027
	2	Survey	5	8/12/2024	9/15/2024
	3	Concept Development	12	8/12/2024	11/3/2024
	4	City Review	2	11/4/2024	11/27/2024
	5	Concept Refinement	2	11/18/2024	12/1/2024
	6	City Concept Approval	6	12/2/2024	1/13/2025
	7	Design Team Final Proposal Scope/Fee	2	1/14/2025	1/27/2025
SMYRNA	8	Final Design Proposal Review/Approval	1	1/28/2025	2/3/2025
Final Construction Documents					
CROY	9	Civil	16	2/4/2025	5/36/2025
NELSON	10	Architectural	24	2/4/2025	7/21/2025
CHHO	11	Aquatics Elements	12	2/4/2025	4/28/2025
SMYRNA	12	City Review	2	7/22/2025	8/4/2025
SMYRNA	13	Public Information Meetings	4	8/5/2025	9/1/2025
CROY	14	Addressing Comments - Civil	2	8/5/2025	8/18/2025
NELSON	15	Addressing Comments - Architectural	4	8/5/2025	9/1/2025
CHHO	16	Addressing Comments - Aquatics Elements	2	8/5/2025	8/18/2025
SMYRNA	17	City Review and Approval	2	9/2/2025	9/15/2025
Advertising/Bidding/Award					
CROY	18	Advertising	4	8/5/2025	9/1/2025
CROY	19	Review Qualifications	3	9/22/2025	9/22/2025
CROY	20	Shortlist/Interview	2	9/23/2025	10/6/2025
CROY	21	Award	1	10/7/2025	10/13/2025
Construction					
CONTRACTOR	22	Demo/Site Preparation	12	1/14/2025	4/7/2025
CONTRACTOR	23	Vertical (Building Elements)	56	10/14/2025	11/9/2026
CONTRACTOR	24	Aquatics Elements	32	12/13/2025	7/24/2026
CONTRACTOR	25	Fine Grading/Utility Tie Ins	8	9/11/2026	11/5/2026
CONTRACTOR	26	Landscaping/Lighting/Site Furnishings	12	10/7/2026	12/29/2026
***NEED - Dept of Public Health Review Input					
***HARD STOP TO ALLOW FOR 'BURN-IN'***					
JECT MILEST	1	FACILITY OPEN TO THE PUBLIC	1	2/22/2027	2/28/2027
JECT MILEST	2		1	5/31/2027	6/1/2027







**Exhibit "V"**



**Counsilman · Hunsaker**  
AQUATICS FOR LIFE

THIS AGREEMENT is made and entered into at ST. LOUIS, MISSOURI, this 28<sup>th</sup> day of January, 2025, by and between **CROY**, hereinafter referred to as the "**Client**", with an address of 200 Cobb Parkway North, Building 400, Suite 413, Marietta, GA 30062 and **COUNSILMAN-HUNSAKER & ASSOCIATES, INC. D/B/A COUNSILMAN-HUNSAKER**, a Missouri Corporation, doing business at 12851 Manchester Rd, Suite 120, St. Louis, MO 63131, hereinafter referred to as the "**Consultant**."

WHEREAS the Client intends to design and develop an aquatic facility for the City of Smyrna, Georgia hereinafter referred to as the "**Project**" and,

WHEREAS, the Consultant is a consultant possessing expertise in the field of swimming pool design and engineering, and

WHEREAS the Client desires to retain the Consultant as its independent contractor for purposes of planning, design, and engineering swimming pool(s).

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

- I. SERVICES: The Client hereby retains the Consultant as its swimming pool design consultant for the Project which includes an eight lane, 25 yard competition pool with starting blocks on the deep end of approximately 4,600 SF, a leisure pool with a current channel area, vortex area, general recreation area and basketball and volleyball areas of approximately 4,700 SF, and a splash pad with aquatic play features of approximately 1,400 SF. The scope of the services to be provided by the Consultant pursuant to this Agreement shall include:

SCHEMATIC DESIGN PHASE

- A. Provide schematic plans and sections for the swimming pool(s) showing critical dimensions and features.
- B. Provide a design narrative for the swimming pools and aquatic features.
- C. Provide an opinion of probable construction cost for the swimming pool(s) and address questions regarding such estimate data for the Project. The Consultant does not guarantee opinion of probable costs.
- D. If required, assist the Client in opinion of cost reconciliation for the swimming pool(s) to bring the projected construction costs within the Project budget.
- E. Provide structural design of the pool shell(s)
  - 1. Provide criteria for the Geotechnical Consultant
- F. Provide general resource information to the Client and consultants in the following areas:

1. Pool mechanical support spaces
2. Adjacencies and circulation
3. Utility requirements

#### DESIGN DEVELOPMENT PHASE

(One) 1-day site visit(s)

- A. Provide Design Development drawings for the pool(s) showing markings and features in plan and section.
- B. Provide plan and elevation of pool filter room and chemical rooms showing pumps, filters, and water chemistry equipment to verify size of space. Indicate where electrical and plumbing coordination items are located.
- C. Provide an undated opinion of probable construction cost for the swimming pool(s) and answer questions regarding estimate cost data for the Project. The Consultant does not guarantee opinion of probable costs.
- D. If required, assist the Client in opinion of cost reconciliation for the swimming pool(s) to bring the projected construction costs within the Project budget.
- E. Provide structural design of the pool shell(s)
  1. Prepare Design Development drawings for the swimming pool(s)
  2. Assist in coordination of pool structural items with building structure and pool deck (as applicable).
- F. Provide a coordination document describing the pool equipment specified with interface with the other design disciplines.
- G. Provide product cut sheets to the Client for review and design team's use.
- H. Review applicable State and Local Health Codes relating to swimming pool design and construction.
- I. Consult with the design team for coordination of design and engineering issues.
- J. Review outline specifications prepared by the Client.
- K. Participate in remote web-based meetings via teleconference or video conference for coordination with the design team.
- L. Meet with the Client's steering committee to review and obtain approval of all equipment and systems before beginning Construction Documents.

#### CONSTRUCTION DOCUMENTS PHASE

- A. Provide swimming pool drawings (AQ sheets) and submit to the Client following the general format shown below. (Refer to attachments for description of Consultant's work and interface with engineering disciplines and the Client.)
  1. Pool Site Plan (building or site background from the Client)
    - a. Design data
    - b. General notes
    - c. Reference notes
  2. Pool Plans and Sections
    - a. Face-to-face dimensions of the structure(s)
    - b. Transverse sections

- c. Longitudinal sections
- d. Depth dimensions
- e. Wall markings
- f. Wall anchors
- g. Recessed steps and grab rails
- h. Stair entries, if required
- i. Inlet locations
- j. Main drain locations
- k. Pool markings
- l. Location of depth markings and warning signs
- m. Depth marker schedule
- n. Construction plan of the pool
- 3. Pool Deck Equipment Plan
  - a. Equipment plan
  - b. Equipment schedule
  - c. Anchors
  - d. Starting blocks
  - e. Grab rails
  - f. Lane ropes
- 4. Pool Details
  - a. Perimeter overflow system / skimmer system details
  - b. Wall details
  - c. Grab rails and recessed steps
  - d. Entry/exit stairs
  - e. Depth markers
  - f. Targets and lane markers
  - g. Stair and bench nosing detail
  - h. Tile joint detail
  - i. Deck equipment
  - j. Starting blocks
  - k. Handicap lift and anchor
  - l. Wedge anchor
  - m. Stanchion anchor
  - n. Pool floor-to-wall cove
  - o. Other miscellaneous pool features
- 5. Leisure Pool Plan and Sections
  - a. Pool plan

- b. Floor contour lines
  - c. Depth dimensions
  - d. Pool markings
  - e. Location of depth markings and warning signs
  - f. Construction plan of the pool
  - g. Equipment schedule
  - h. Transverse section
  - i. Longitudinal sections
6. Leisure Pool Details
- a. Recessed steps and grab rails
  - b. Stair and bench nosing detail
  - c. Ramps and benches
  - d. Water features
  - e. Waterslide elevations
  - f. Wall markings
  - g. Wall anchors
  - h. Underwater benches
  - i. Stairs entries
  - j. Dimensions of face-to-face of structure
  - k. Equipment plan
  - l. Anchors
  - m. Pool floor-to-wall cove
  - n. Other miscellaneous pool equipment and floatables
7. Piping Plan
- a. Plan of the pool(s)
  - b. Surge tank location and size
  - c. Filter room and chemical room locations
  - d. Location of under floor piping and sizes
  - e. Building background from the Client
8. Pool Mechanical Room and Surge Tank Plans and Sections
- a. Pool mechanical room piping plan
  - b. Pool mechanical piping diagram
  - c. Surge tank sections
  - d. Surge tank fittings, vent, and reach rod sleeve details
  - e. Access hatch
  - f. Filtration equipment
  - g. Recirculation equipment

9. Piping and Pool Mechanical Room Details
  - a. Main outlets and hydrostatic relief valve
  - b. Backwash and pool draining piping
  - c. Pump detail(s)
  - d. Variable frequency drive detail
  - e. Pipe hangers and supports
  - f. Flow meters
  - g. Wall sleeve locations
  - h. Water level controller
  - i. Fill funnel or direct fill connection
  - j. Water supply inlet
  - k. Dropout box converter
  - l. Skimmer and equalizer
  - m. Static water line inlet
  - n. Sight sump
  - o. Water chemistry controller
  - p. Schematic of water treatment system
  - q. pH adjustment equipment
  - r. Primary sanitation feed equipment
  - s. UV system
- B. Provide structural design of the pool shell(s)
  1. Provide construction documents and specifications for the pool floor slab(s), walls, gutters, and surge tank.
  2. Assist in establishing testing and observation requirements.
  3. Coordinate pool structural documents with other disciplines.
  4. Comment on the effect of pool structure and systems on building structure, if any.
- C. Provide specifications for Division 13, Section 131100 Swimming Pool. (Refer to attachments for description of Consultant's work and interface with engineering consultants and the Client.)
  1. Specifications shall include sections for:
    - a. General swimming pool and equipment
    - b. Swimming pool interior finishes, to include plaster/tile, as required
    - c. Cast in place concrete pool shell
    - d. Shotcrete pool shell
    - e. A complete timing/scoreboard system, if required
    - f. Waterslides
- D. Specifications that will be the responsibility of the Client and its respective consulting engineers include:

1. Architectural: pool mechanical building structure, pool signage, pool mechanical room including pump pit, railings, stair/ladder.
  2. Landscape Architecture: deck drain system, fencing and landscape.
  3. Mechanical/Plumbing: deck drain system in pool mechanical room, potable pool make up water, hose bibbs, and filter backwash to sanitary sewer.
  4. Electrical: pump motor starters and overload protection, pool equipment power distribution and connections, pool bonding and grounding per NEC680, pool mechanical room lights and circuitry.
  5. Structural: backwash basin (if required) and pump pit, both located in the pool mechanical room.
  6. Environmental/OSHA review: chemical SARA Title II, MSDS, OSHA signage and storm water permits.
- E. Coordinate AQ construction drawings and specifications with Client's and design team engineers.
- F. Provide progress sets of AQ sheets and specifications if requested by Client at the following design intervals:
1. 50%
  2. 90% to 99%
  3. 100% (bid)
- G. Participate in remote web-based meetings via teleconference or video conference for coordination with the design team.
- H. Review 90% to 100% completion set of construction documents prepared by Client's and consulting engineers for swimming pool issues.
- I. Provide signed and sealed construction documents by a licensed Professional Engineer in the State of Georgia.
- J. Support this phase of the design with open communication.

#### BID PHASE

No site visits

- A. Address bidders' inquiries and furnish addenda items to the Client to clarify drawings and specifications, if required.
- B. Evaluate licensed pool subcontractor bids and provide recommendation for award of a construction contract to the Client.
- C. Evaluate any substitutes proposed by the contractor.

#### CONSTRUCTION ADMINISTRATION PHASE

(Four) 1-day site visits

- A. Review submittals (shop drawings, product information and requested substitutions by manufacturers and/or contractors) with regard to the pools and their related systems.
- B. Render opinions and interpret construction documents relative to disagreements between the contractor and the Client.
- C. Review contractor's payment applications for conformity to work completed and determine if the quality of work is in accordance with the construction documents.

- D. Observe construction of the aquatic related items during specific milestones throughout construction and submit a report following each site visit.
- E. Provide final observation of the aquatic facility to confirm that the pool and its related equipment have been installed as designed and specified. Submit a final punch list.
- F. Review the contractor's as-built drawings as well as the operations and maintenance manuals for substantial completion.
- G. Maintain open lines of communication for the discussion of questions and issues as they arise in the development of the Project.

- II. DRAWINGS: All of the drawings, and specifications, prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the Project for which they are made is completed or not. Provided that the Client pays all amounts due and payable to the Consultant hereunder, the Client shall be permitted to retain copies, including reproducible copies of the drawings and specifications, and shall have a non-exclusive limited license to use such for the sole purpose of constructing and operating the Project and no other purpose. All drawings prepared by the Consultant will be issued in PDF format.

The Client acknowledges that the work, plans and specifications to be prepared by the Consultant for the swimming pool design of this Project shall not be based on one supplier in nature, and shall be fit for their intended purpose unless in the opinion of the Consultant there are no equal products available.

Except for reference and coordination purposes in connection with future additions or alterations to the Project, the drawings, specifications and other documents prepared by the Consultant are instruments of the service for use solely with respect to the Project and, unless otherwise provided, the Consultant shall be deemed the author of all such instruments and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or documents shall not be used by the Client or permitted by the Client to be used by others on other projects except with the Consultant's prior written agreement, which may be withheld in the Consultant's sole discretion, and with appropriate compensation to the Consultant.

- III. AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS: All permits that are to be obtained from health departments and jurisdictional authorities by the Client, relating to the work completed by the Consultant shall be done with the Consultant's assistance in filling out forms and answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the health department approves the original design, the Consultant will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to the previously prepared instruments of service; provided the Consultant will work with the design team in determining a solution at an agreed upon charge for such services. All necessary notices, obtaining all permits and payment of all government fees, and other costs in connection with construction related work, including filing all necessary drawings, preparation of all documents and obtaining all necessary approvals of governmental departments having jurisdiction for the purpose of construction completion and occupancy shall not be the responsibility of the Consultant.

- IV. RELEASE: The Client hereby releases the Consultant from any and all claims, now existing or hereafter made, as a result of, construction means, methods, techniques, sequences or procedures, and shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any of the construction work on the Project or for the failure of any of them to carry out the work as set forth in the plans and specifications to be prepared by the Consultant. However, if during the field observation the Consultant becomes aware of an act or

omission, or a failure by a contractor, subcontractor or any other person performing any of the construction work, to carry out the work in accordance with the plans and specifications, the Consultant shall bring same to the attention of the Client; provided the Consultant has no obligation to do so or liability hereunder for the failure to do so.

The Consultant makes no warranty, guaranty, or certification; expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice. The Consultant will endeavor to perform services in accordance with the generally accepted standards of practice in effect at the time of performance. The Client recognizes that neither the Consultant nor its sub consultants owe a fiduciary responsibility to the Client. Except as expressly set forth herein, the consultant makes no representations, warranties, or conditions of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to the subject matter of this agreement or in connection with this agreement. The consultant specifically disclaims any and all implied warranties or conditions of merchantability, and fitness for a particular purpose. The terms of this Paragraph IV shall survive termination of this Agreement and completion of the Project.

V. ~~HOLD HARMLESS: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, agents and Consultant's subconsultants, and any of them, to the Client, and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in a anyway related to the services performed by the Consultant hereunder including without limitation related to any drawings, specifications, reports, conclusions and recommendations provided by the Consultant, shall not exceed \$2,000,000 of professional liability. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding anything contained herein to the contrary, in no event will the Consultant be liable for any indirect, special, incidental, consequential, exemplary or punitive damages or costs of procurement of substitute goods or services arising out of or related to this Agreement, including but not limited to damages for lost data, revenue or profits, however caused and arising under any theory of liability, including but not limited to contract or tort (including products liability, strict liability and negligence), and whether or not such party was or should have been aware or advised of the possibility of such damage. The terms of this Paragraph V shall survive termination of this Agreement and completion of the Project.~~

VI. FEES: The Consultant's fee shall be a lump sum of **\$218,600** including **five (5)** site visits and the travel costs for the five site visits.

VII. PAYMENT SCHEDULE: The Consultant shall be paid monthly based on percentage complete for the following phases:

Schematic Design Phase	\$31,300
Design Development Phase	\$64,600
Construction Documents Phase	\$83,500
Bid Phase	\$ 2,000
Construction Administration Phase	\$37,200

Should any additional tasks be required to be performed by the Consultant which are not expressly set forth in Paragraph I of this Agreement, including without limitation opinion of probable costs or re-design of pool shapes, features, or systems due to program change by the Client, the Consultant will execute such tasks when authorized by the Client and will be compensated for same as additional services according to the Additional Services Fee Schedule in Paragraph IX.

VIII. PROJECT SCHEDULE: The Project schedule shall be maintained as outlined in AIA - C 401 Agreement between the Client and the Consultant. Should the Project phase schedule be delayed, through no fault of the Consultant, the Consultant's schedule will be extended commensurate with the delays created by others.

IX. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal	\$285.00/hour
Director	\$250.00/hour
Project Manager	\$220.00/hour
Project Engineer/Architect	\$185.00/hour
Design Associate	\$155.00/hour
Administrative	\$90.00/hour
Site Visit	\$1,800.00 /day *

\* Excluding travel expenses

X. MISCELLANEOUS: This Agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between this Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will govern.

The terms of this Agreement are enforceable by the parties but are not enforceable by any third party. Nothing contained herein shall, or shall be construed, to create any rights in any third party.

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered, or express mail, postage prepaid. Any such notice shall be deemed given on the date delivered personally, or if mailed, three (3) days after the date of deposit in the United States mail, addressed to the Client or the Consultant, as applicable, at the address set forth above.

If any provision or portion thereof, of this Agreement is found to be invalid, unlawful, or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

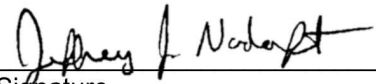
All provisions of this Agreement that, judging by their terms and context, are intended to survive, shall survive the termination of this Agreement.

This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:  
COUNSILMAN/HUNSAKER  
& ASSOCIATES, INC.  
D/B/A COUNSILMAN-HUNSAKER

CROY

  
\_\_\_\_\_  
Signature

Jeff Nodorft, P.E., Principal

\_\_\_\_\_  
CH Team Member & Title

January 28, 2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

Client Information:

**Zach Strickland, PE, PMP**  
**Program Manager | CROY**

200 Cobb Parkway North | Building 400, Suite 413 | Marietta, GA 30062  
o: 770.971.5407 | c: 229.300.3557 | [zstrickland@croyeng.com](mailto:zstrickland@croyeng.com)

## ATTACHMENTS TO AGREEMENT

Description of CONSULTANT work and interface with Engineering Consultants and Client:

- I. Mechanical/Plumbing Engineering
  - A. The Consultant will provide operational flow requirements (GPM) for potable water and sewer discharge for the pool(s). If there is a site-specific limitation, the Consultant will work with the Mechanical Engineer to size the backwash catch basin, lift pumps and/or flow limitation to meet the requirements of the site-specific limitation for backwash. Equipment room sumps, sump pumps and tanks provided by other consultants.
  - B. The Consultant will develop a layout drawing of the pool mechanical room, showing where water and sewer connections are required.
  - C. Hydrostatic relief valve design will be designed and specified by the Consultant to provide temporary relief during short periods of pool draining for maintenance, not for construction de-watering.
  - D. Consultant shall recommend locations for hose bibbs in the pool mechanical room based on operation and maintenance needs, if requested.
  - E. Surge tank sizing, location, and piping by the Consultant.
  - F. Deck drains in the pool mechanical room to be by the plumbing engineer. The deck drain system selection and layout around the pools shall be by the landscape architect or site engineer.
- II. Electrical Engineering
  - A. The Consultant will provide pool pump motor and pool equipment electrical requirements to Client for Electrical Engineer for its design of power distribution and connection to the pool equipment.
  - B. Project Electrical Engineer to provide bonding and grounding of pool and pool equipment per NEC 680.
- III. Structural Engineering
  - A. The Consultant to provide catalog cut copies of manufacturers' literature for mounting dimensions and recommendations on deck equipment and equipment requiring structural support greater than a standard deck slab.
  - B. The Consultant to size and locate the pump pit and backwash catch basin. The Project Structural Engineer will provide structural design of these components.