



City of Turlock
Development Services Department
Engineering Division

Request for Proposals

**City Project No. 19-51
Columbia Pool Renovation
Request for Proposal
Engineering and Surveying Services**

The purpose of this Request for Qualifications is to obtain proposals from firms providing engineering and surveying services for construction plans for the Columbia Pool Renovation Project

Submit Proposals to:
City of Turlock
Development Services Department
Engineering Division
Attention: Stephen Fremming, P.E.
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline
Friday, May 7, 2021
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:
Stephen Fremming, Principal Civil Engineer
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5417
sfremming@turlock.ca.us



Introduction

The City of Turlock is accepting proposals from qualified firms to provide professional engineering and surveying services for the Columbia Pool Project. The City has prepared conceptual plans that will serve as the basis of the design intent. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposals (RFP).

Background

The City of Turlock owns and operates the Columbia swimming pool and splashpad. The pool was built in 1957 and has undergone minor renovations and facility updates since the 1990's. The splashpad was added to the park around 2010. A history of insufficient funding has led to the deterioration of Columbia pool and coupled with code changes / implementations the pool facility is out of operation. Both the Columbia pool and splashpad are located in Columbia Park in Southwest Turlock bound by the streets of High St., Columbia Ave. and Far St.

An analysis of the current facility was prepared to serve as the basis on the master plan efforts undertaken by the City. After the analysis was completed, the City opted to repair and renovate the existing pool for structural and code related deficiencies. The detailed report as well as options and probable estimates of cost are available in Attachment A.

Statement of Work

The project scope is to renovate and rehabilitate the existing pool facility including pool, decking, equipment, splashpad, restroom and code related deficiencies. The City will provide the assessment titled "Columbia Park Master Plan" prepared for the City of Turlock by Aquatic Design Group in 2020.

The City will request a project kick-off meeting when issuing the Notice to Proceed to begin the work. Kick-off meeting will be either in person or via a conference call. Project schedule and deliverables are detailed below.

1. Preliminary Design (30% Design Submittal)

Consultant shall have performed, at a minimum, the following items of work:

- Completed topography and boundary surveying;
- Reviewed existing utility maps and site conditions;
- Developed a preliminary design that addresses City Standards;

Deliverables:

One (1) hard copy plan set and an AutoCAD file submittal.

Schedule:

City and Consultant shall have a project meeting with submission on July 29, 2021.

2. Preliminary Design (60% Design Submittal)

Consultant shall have performed, at a minimum, the following items of work:

- Completed topography and boundary surveying;
- Reviewed existing utility maps and site conditions;
- Incorporated 30% design comments into new submittal;
- Developed a preliminary design that addresses City Standards;
 - Investigated any alternative options to City's application design.
- Present items or areas of concern to City's attention such as:
 - Drainage, potential utility conflicts or coordination, elevation conflicts, ADA conflicts, etc;
- Proposed Engineer's Estimate.
- Proposed equipment.
- Proposed corrections to code deficiencies.

Deliverables:

One (1) hard copy plan set and an AutoCAD file submittal.

Schedule:

City and Consultant shall have a project meeting with submission on August 19, 2021.

3. 90% Design Plans, Specifications, and Estimate

Consultant shall have performed, at a minimum, the following items of work:

- Incorporated 60% Design Submittal comments into plans;
- Drainage, potential utility conflicts or coordination addressed;
- City Standards addressed and implemented;
- Prepared complete detailed plans, standard and project details, technical specifications, bid item descriptions, and 90% engineer's cost estimate.

Deliverables:

One (1) hard copy plan set and an AutoCAD file submittal.

Schedule:

City and Consultant shall have a project meeting with submission on September 9, 2021.

4. Construction Ready Plans, Specifications, and Estimate

Consultant shall have performed the following items of work:

- Incorporated 90% Design Submittal comments into plans;
- Prepared complete detailed plans, standard and project details, technical specifications, bid item descriptions, and 100% engineer's cost estimate.

Deliverables:

Signed and stamped final plans and specifications. Three (3) hard copy plan sets and a digital copy of all files (AutoCAD, Word, Excel, etc.).

Schedule:

Consultant shall submit deliverables on September 23, 2021.

Assumptions

With City Council approval, a successful Consultant shall be awarded an agreement for engineering and surveying services for the specified project. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical data.

The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFP. A RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Information Requested

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services in aquatic facility renovations. Each proposal must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock;
5. Fees – In a separately sealed envelope, provide a fee schedule. Each proposal shall provide hourly rates of staff. This information will not be used as a determining factor as to which firm we will enter into an agreement with. It will be used as a basis of compensation for the Retainer Agreement;
6. Public Agencies – Include narrative description of experience with public agencies, if any;
7. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years. In addition, include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFP. The proposal shall be limited to 30 pages (not including a cover page) and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an Appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of

proposals. Though the Consultant may submit a proposal organized according to his preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFP they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFP, including the professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFP shall be included in the Agreement as an exhibit.

Method of Payment

Consultant shall complete and submit a Detailed Estimate in a separate sealed envelope. Consultant shall provide backup documentation for the Detailed Estimate that includes classifications, wage rates, and projected hours. The City shall make progress payments per the detailed estimate once the services have been completed. All costs will be paid on time and materials with a not-to-exceed amount.

The cost for preparing and submitting the Proposal is at the sole cost and expense of the Consultant. The City shall not be liable for any pre-contractual expenses incurred by the firms in preparation of their proposals. Consultant shall not include any such expenses or labor hours as part of the detailed estimate and/or fee breakdown. Pre-contractual expenses are defined as follows: a) preparing a proposal in response to this RFP; b) submitting that proposal to the City; and c) any and all expenses incurred by the Consultant prior to issuance of a NTP under this solicitation process.

Please review the included sample agreement (attachment B), paying special attention to the City's insurance requirements.

Proposal Submission

The consultant shall provide the information requested within the RFP. The consultant's proposal to this RFP consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. Consultants may attach relevant information and documentation not specifically requested.

The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFP so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide two printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal best meets the criteria of the RFP. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select one firm that has sufficient expertise to handle the variety of projects the City undertakes thereby minimizing the involvement of other firms. However, the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:
Reject all proposals.

Exercise discretion and apply its judgment with respect to any proposals submitted.

Select proposals which qualify based on the following factors (50 points max):

- Understanding of the work to be done (12 pts),
- Experience with similar kinds of work (aquatic facility renovations) (20 pts),
- Capability of developing innovative or advanced techniques (5 pts),
- Demonstrated technical ability (5 pts),
- Financial responsibility (4 pts),
- Proximity to City of Turlock (4 pts).

City staff will review and rank all proposals received from consultants and recommend the consultant to receive the project specific agreement for the work specified within this RFP.

A City contract for project consultant services will be brought to the City Council for its approval. City staff shall notify the selected Consultant of the final approval of the contract by the City Council. Once submitted, all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Selection Interviews

The City reserves the right to hold selection interviews with any consultant submitting a proposal under this solicitation. These interviews will be held solely at the discretion of the City and after the proposal scoring process. The intent of the City is to hold interviews only with top-scoring consultants based on the proposal selection process. The interviews would be attended by representatives of the City as well as the consultant's licensed engineer in responsible charge and licensed land surveyor in responsible charge of any project under this agreement. The selection interview will be used to gain further insight into the consultant's capabilities for the purpose of selecting recommendation.

Anticipated Schedule of Award

Staff anticipates scoring written proposals the second week of May, conducting interviews (if needed) the third week of May, and providing recommendations to the City Council for consideration of award at a regularly scheduled city council meeting in June of 2021.

Attachments

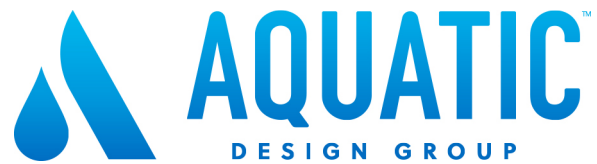
Columbia Pool - Conceptual Master Plan
Sample Professional Services Agreement

COLUMBIA PARK MASTER PLAN:

Turlock,
California

June 2020

Submitted By:



2226 Faraday Avenue Carlsbad, CA 92008
760.438.8400

www.aquaticdesigngroup.com

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A. SCOPE

Aquatic Design Group visited Columbia Park located in Turlock, California on January 28, 2020 to perform an assessment of the swimming pool and sprayground, as well as their systems and equipment as part of a master plan project for the park. The swimming pool and sprayground were not open for use during Aquatic Design Group's site visit. Columbia Park's aquatics facility consists of one swimming pool and one sprayground with the following dimensions:

- 💧 33-yard x 25-meter L-shaped swimming pool
- 💧 2,912 square foot themed sprayground (approximate measurement)

A sprayground is defined as a pool with no standing water in the splash zone. Staff representing the City of Turlock maintenance department and O'Dell Engineering met with Aquatic Design Group during the site visit.

The following report is a summary of the existing conditions, code violations, deficiencies and proposed improvements for rehabilitation of the Columbia swimming pool, sprayground, and their respective equipment. The scope of this report includes the swimming pool, swimming pool deck areas, sprayground, sprayground deck areas, and swimming pool mechanical equipment. It excludes the structural integrity of the swimming pool shell and appurtenances as well as handicap accessibility in path of travel to the swimming pool area, sprayground area, and within the adjacent buildings. It also excludes mechanical equipment for the sprayground as access to that equipment was not provided during Aquatic Design Group's site visit. It is not improbable that a facility of this age could have underlying issues that have gone unnoticed by staff and are not apparent to a visual inspection; therefore, this report attempts to provide an accurate and realistic assessment of existing conditions. Our observations are based upon the conditions we could observe and information provided by staff. This report should be read in full with no excerpts to be fully representative of the findings and has been prepared exclusively for the City of Turlock. No liability is accepted for any use of or reliance on the report by third parties.

This report identifies any violations of codes that were found. Some of these violations may currently be operating on a grandfathered exemption. It is important to note that though some grandfatherable exemptions by the County Environmental Health Services Department may allow the swimming pool to legally operate in non-compliance of current Title 24 state and county standards, the liability of any health and safety risks to the public may still remain. We therefore recommend that these issues should be reviewed on an individual basis to determine the disposition and possible remedies for each violation.

Certain violations of the State of California Administrative Code may be due to deterioration and material failures in which the code requires that these violations be rectified immediately or the facility is to be shut down. Other violations may be due to modifications to the code over the years. Providing that the violation is not deemed an immediate health or safety risk, the Environmental Health Department may allow the violation to exist as a "grandfatherable condition". These grandfathered conditions are

normally allowed to exist until such time as when the facility is having work done in which the scope of the work will allow for the violation to be remedied. If such work were going to take place, then the Environmental Health Department would demand that the violations be brought into compliance. California Code requires that the County Environmental Health Department review any renovation plans or documents for approval. It is possible that the county health department may require certain, or even all, grandfathered conditions be brought into compliance as part of a renovation project.

In addition to the code violations being of concern to the Environmental Health Department, they may be of concern to the city's Risk Manager as well. If a facility is in violation of the current State Code, the liability exposure alone may warrant the remedy of the violation. Given the subjective nature of the interpretation of the code, violations that may be deemed grandfathered at one point may not be allowed at another time or by a different inspector.

Not included in this report, but an important area to be reviewed, is the requirement for the entire facility to meet the American Disabilities Act (ADA). This includes access to the facility and restrooms, in addition to the swimming pool, sprayground, and decks. To comply, every swimming pool must have a primary means of handicap access into the water. This can include a wheelchair ramp or a handicap lift to allow access to the water. The scope of this report is for the swimming pool, sprayground, and respective decks only. Therefore, access from the street or parking areas to the Columbia swimming pool and sprayground and the adjacent buildings are not covered therein.

The estimated opinion of probable costs identified in the itemized sections of "F" thru "G" of this report includes materials and labor for the repair, but does not include architectural or engineering design costs or complete project soft costs that may occur. Structural analysis of the swimming pool structures, swimming pool mechanical spaces, or other spaces will require destructive testing which is not included in the scope of this report.



Aerial View of Columbia Park Swimming Pool and Sprayground

B. CODES

For the purpose of this report the facility's compliance with current codes will be examined. The current codes that apply are:

- 💧 2018 Uniform Building code
- 💧 2019 California Building Code
- 💧 2019 California Electric Code – Article 680
- 💧 2018 Uniform Fire Code – Article 80
- 💧 2019 California Fire Code – Article 80
- 💧 Title 24 of the California Administrative Code (2016)
- 💧 Title 22 of the California Health and Safety Code (2016)
- 💧 Federal Virginia Graeme Baker Pool and Spa Safety Act
- 💧 California AB1020
- 💧 Americans with Disabilities Act

Article 680 of the CEC is the electric code that pertains to swimming pools. Article 80 of the UFC & CFC is the article that pertains to hazardous material storage and use. Title 24 of the CA Administrative Code, Chapter 31B provides the regulations for the design and operation of public swimming pools. Title 22 of the CA Health and Safety Code provides health and safety regulations for swimming pools. The Uniform Building Code and California Building Code all have portions that pertain to public swimming pools. The Virginia Graeme Baker Pool and Spa Safety Act and its California counterpart AB1020 regulate suction entrapment concerns.



Columbia Swimming Pool

C. POOL AND SPRAYGROUND DATA

The Columbia swimming pool was built in 1957 and has undergone minor renovations and facility updates since the 1990s. Staff report that the sprayground was added to the park approximately ten years ago. Minor renovation projects and facility updates for the swimming pool since the 1990s include:

Year	Scope of Work
1990	Repairs to deep end of swimming pool
1994	New sand filters
1999	Pump and drain work
1999	Swimming pool re-plaster
2000	New chemical controller
2000	Roof installed over pump room
2009	Main drains replaced for VGB compliance
2011	Main drain redo as a result of recall
2012	Aquatic lifts purchased
2013	Replacement of one circulation pump
2017	Diving board removed

List Provided by O'Dell Engineering

One handdrawn as-built drawing for the swimming pool was provided to Aquatic Design Group. No as-built drawings for the sprayground were provided to Aquatic Design Group. Satellite imaging was used to help approximate swimming pool and sprayground measurements.

Swimming Pool:

- 💧 100-feet long x 83-feet wide (per satellite image measurements and drawing provided by O'Dell Engineering)
- 💧 Perimeter: 366 linear feet (per satellite image measurements and drawing provided by O'Dell Engineering)
- 💧 Surface Area: 6,220 square feet (per satellite image measurements and drawing provided by O'Dell Engineering)
- 💧 Volume: 200,524 gallons (by calculation using satellite image measurements, drawing provided by O'Dell Engineering and deck depth markers observed during site visit)
- 💧 Depths range from 1'-0" to 9'-0" (per deck depth markers observed during site visit)
- 💧 Plaster and tile finish
- 💧 Surface skimmer system with nine (9) skimmers and equalizer fittings
- 💧 Wall inlets to distribute filtered and chlorinated pool water
- 💧 Three (3) accessible lifts as a means of ingress and egress
- 💧 Four (4) ladders with grabrails as a means of ingress and egress
- 💧 Two main drains (18" x 18") to draw water from the pool bottom for recirculation

- 💧 Design Turnover Rate: 6-Hours (Based on estimated pool volume and 2016 California Building Code requirement for turnover of 6 hours or less)
- 💧 Design Flow Rate: 557 Gallons Per Minute (Based on estimated pool volume and 2016 California Building Code requirement for turnover of 6 hours or less)
- 💧 Actual Turnover Rate: Unknown (No flow meter present)
- 💧 Actual Flow Rate: Unknown (No flow meter present)

The pool deck is a natural gray concrete with a medium broom finish and does not have a dedicated in-deck drainage system. The pool deck appears to drain to perimeter landscaping.

Sprayground:

- 💧 52-feet long x 56-feet wide (per satellite image measurements)
- 💧 Surface Area: 2,912 square feet (per satellite image measurements)

The sprayground wet deck is a blue color concrete with a medium broom finish and slopes to two (2) storm drains. The deck that surrounds the sprayground wet deck is a natural color concrete with a medium broom finish and slopes to area drains.



Columbia Park Sprayground

Mechanical and Chemical Systems:

Swimming Pool

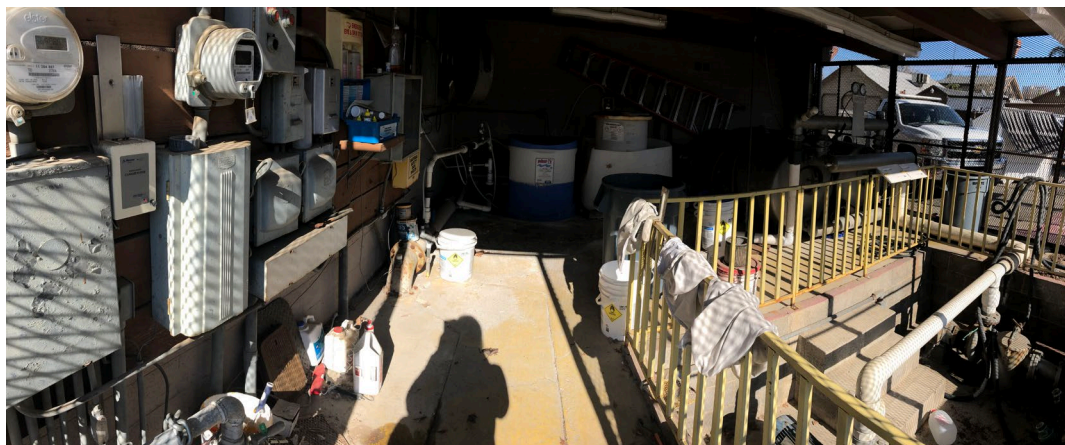
- 💧 Hydrokleen stainless steel filter tanks (x2)
- 💧 Filter flow rate capacity: Unknown (No flow meter present)
- 💧 Flooded-suction pump and motor (x2) (make, model, and horsepower unknown)
- 💧 Chemtrol chemical controller
- 💧 Sanitation: Tablet Chlorine, Calcium Hypochlorite, with Pulsar IV erosion feed system
- 💧 pH Control: Muriatic Acid tank and automated feed system
 - 100 gallon capacity muriatic acid tank (approximation)
 - LMI chemical metering pump

The swimming pool is only in operation during the summer months and the water is not heated by any means other than natural solar energy.

Sprayground

- 💧 Water flow capacity: Approximately 219 gallons per minute (by calculation using available feature product information)

The sprayground is a flow through system connected to municipal potable water that runs through water features for recreational play and drains to waste. Because the sprayground utilizes a flow through system it functions with limited mechanical equipment (feature valves) and no chemical equipment. The feature valves for the sprayground were not made available to Aquatic Design Group during the site visit as staff did not have access.



Swimming Pool Mechanical Enclosure

D. PROGRAMMING

Aquatic Design Group interviewed Karen Packwood with the City of Turlock to determine programming needs for the Columbia swimming pool and sprayground. The following programs were identified for service to the Turlock community:

- 💧 Learn-to-Swim
- 💧 Recreation Swim
- 💧 Day Camp Swim and Sprayground Play

Karen Packwood communicated that the programmable season (June-August) at Columbia swimming pool and sprayground has been getting shorter due to local school academic calendars and availability of staff. As a result of the trend for a shorter season, staff indicated no new or additional programming is desired for the Columbia swimming pool and sprayground. Additionally, staff confirmed that the current facility size accommodates existing programs well but also stated that an updated pool smaller in size would accommodate existing programs well.



Entrance to Columbia Swimming Pool

E. OPERATIONAL ISSUES AND EXISTING CONDITIONS

Aquatic Design Group met with City of Turlock maintenance staff to determine the current means of operation at the facility and to target issues and desired changes to the operations of the Columbia swimming pool and sprayground. Staff are interested in identifying options to update systems to keep the facility in operation. Staff report that they are unaware of any pool or sprayground water leaks. Staff identified the following operation issues of the facility:

- 💧 Poor condition of swimming pool plaster
- 💧 Poor condition of pool deck (noted by health department)
- 💧 Poor condition of swimming pool tile (noted by health department)
- 💧 Aging mechanical and chemical systems and related piping
- 💧 Difficulty finding parts for and servicing the filter tanks

The Columbia swimming pool and sprayground as they stand today are testament to the diligence of staff who truly care about what they do. Without their hard work, overtime, and care, the facility would be in much worse condition. The same level of care combined with strategic fiscal and project planning will ensure the facility can continue to provide crucial services to the community.

The following table summarizes the existing conditions of the swimming pool system components found and identified by Aquatic Design Group.

Swimming Pool

ITEM	CONDITION
Circulation Pumps/Motors	Poor
Filter System	Poor
Chemical Controller	Poor
Plumbing Valves	Poor
Chlorine Pump	Poor
Chlorine Storage	Poor
pH Feed	Poor
pH Storage	Poor

Despite excellent care and maintenance throughout the years, the mechanical and chemical systems are well beyond their useful lifecycles. Approximate ages of system components will be addressed in sections 2.1 and 2.2. The sprayground feature components were not made available during the site visit and therefore existing conditions could not be reported.

F. CODE VIOLATIONS

Aquatic Design Group has determined that the following eighteen items do not comply with current code standards. A description of the condition is given along with a reference to the code that applies. An opinion of probable cost is given for each individual item. These itemized estimates do not include general condition and other costs that are typically added to any project for a complete construction project cost. In the proforma section of this report the itemized costs are totaled to give an example of a complete project cost.

ITEM	DESCRIPTION
1.1	Swimming pool lacks floor inlets
1.2	Swimming pool deck cracking and lacks in-deck drainage
1.3	Swimming pool plaster finish
1.4	Swimming pool lacks code-compliant “no diving” graphic deck markers
1.5	Swimming pool lacks flow meter
1.6	Swimming pool deck lacks proper number of hose bibbs
1.7	Swimming pool area perimeter fencing
1.8	Swimming pool waterline tile failing
1.9	Swimming pool mechanical enclosure lacks proper signage
1.10	Chemical storage areas lack proper signage
1.11	Swimming pool lacks proper safety signage
1.12	Swimming pool mechanical enclosure lacks emergency eyewash shower station
1.13	Swimming pool lacks depth marker indicative of 4'-6" depth
1.14	Swimming pool projections
1.15	Lack of code-compliant restroom fixture count for swimming pool
1.16	Disabled swimming pool access
1.17	Ladder clearance distance from swimming pool wall
1.18	Check main drains for VGBA and AB1020 compliance

1.1 Swimming Pool Lacks Floor Inlets:

The swimming pool has wall inlets and equalizer fittings to distribute filtered and chlorinated water to the pool. California Code requires all swimming pools that are 40-feet wide or wider use floor inlets spaced evenly throughout the pool to assure effective distribution of chlorine for proper disinfection and water quality. The swimming pool is approximately 83-feet wide. The existing wall inlets are in violation of Title 24, Chapter 31B:

3137B.2.4 Floor inlets. Pools that are greater than 40 feet (12,192 mm) in width or 3,000 square feet (278.7 mm²) in surface area shall have floor-mounted return inlets. The number of floor inlets shall be in compliance with Section 3137B.2. All floor inlet fittings shall be located to provide uniform circulation and shall be installed so as to be flush with the surface of the pool bottom.

To install floor inlets in the swimming pool the pool would have to be drained and trenches cut in the pool floor to install new under pool piping. Then floor inlets would be installed and the pool floor concrete replaced. In order to do the trenchwork the pool plaster would have to be removed and replaced. The pool would have to be refilled with water and chemically balanced. The following estimate represents trenchwork, inlets, and pool floor concrete. It is not reflective of pool plaster removal and replacement or costs associated with draining and refilling the pool with water, which are shown in section 1.3 of this report.

(Estimated Cost \$77,750.00)

1.2 Swimming Pool Deck Cracking and Lacks In-Deck Drainage:

The swimming pool deck is cracked in numerous places and heaving. Uneven deck surfaces create a safety hazard as someone can easily catch a toe and trip. Additionally, the deck does not have any dedicated in-deck drainage. The deck appears to slope towards perimeter landscape as a means of drainage. A lack of adequate drainage can create standing water, which can pose a safety hazard for both slip and fall injury as well as pathogen growth. Staff report that the health department mentions the failing deck during annual inspections. The deck is in violation of Title 24, Chapter 31B:

3114B.1. General. A minimum continuous and unobstructed 4-foot wide slip resistant, cleanable, nonabrasive deck area of concrete or like material shall be provided flush with the top of the pool coping extending completely around the pool,

3114B.3. Deck slope. The pool's deck surface shall have a slope of no less than 1 percent but no more than 2 percent away from the pool to a deck drainage system and shall be constructed and finished to prevent standing water.

The existing deck is a medium broom concrete finish and the new deck shall be a medium broom concrete finish with new deck drains and ADA compliant slopes of no less than 1 percent and no greater than 2 percent. Required deck depth markers and “no diving” markers indicated in section 1.4 should be added during deck replacement. The following cost estimate includes demo of the existing deck, new medium broom finish concrete decks, new deck anchors, new depth and safety markers, new deck drains, and a new in-deck drainage system. If a connection for an in-deck drainage system cannot be easily made to a nearby storm drain sufficient to handle the capacity of incidental swimming pool and rain water the cost will increase.

(Estimated Cost \$458,100.00)



Swimming Pool Deck Has Visible Cracks and No In-Deck Drainage

1.3 Swimming Pool Plaster Finish:

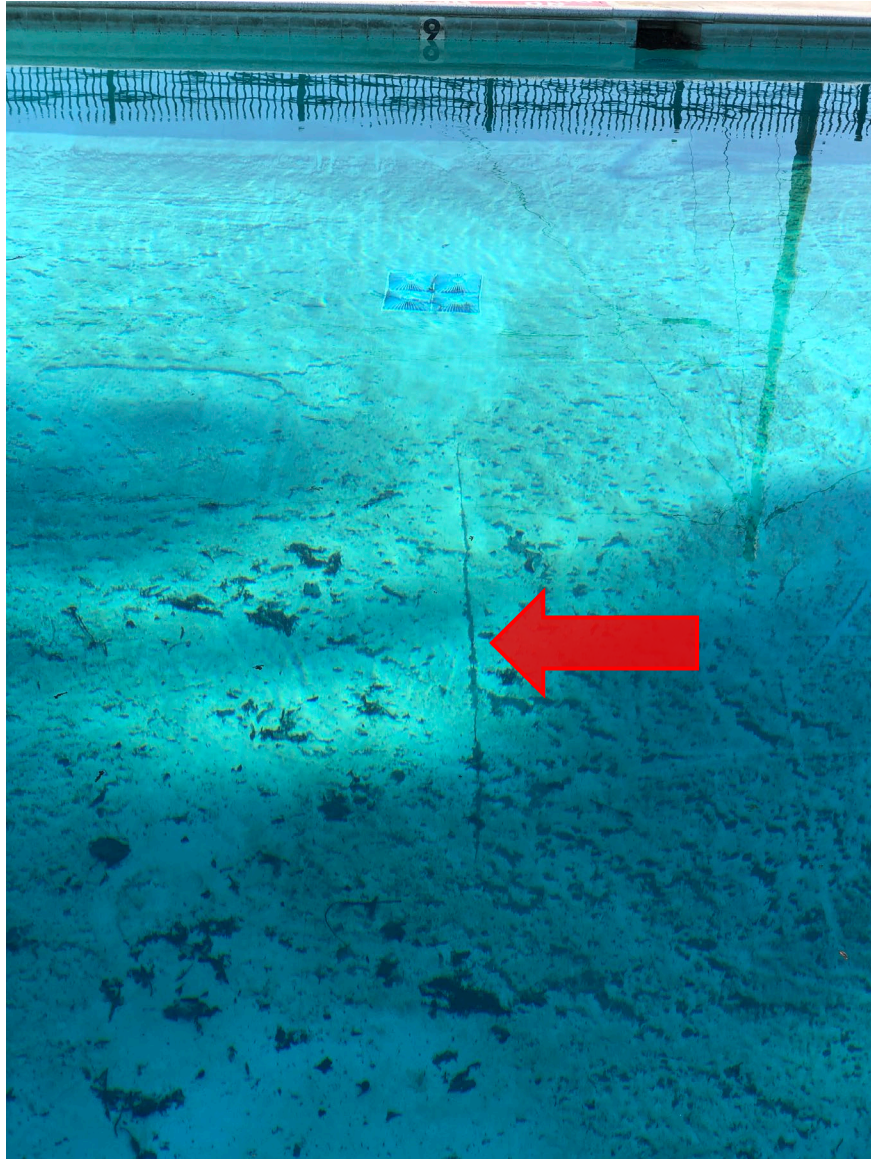
The surface of the swimming pool is showing signs of age. Staff report the surface was last replaced in 1999. The National Plasterers Association states that swimming pool plaster should be expected to last between 12-15 years under normal conditions. In several locations the swimming pool surface has delaminated, spalled, or otherwise separated. This results in unsafe conditions on the surface where sharp edges exist which could result in feet, hands, or other skin being cut or torn when in contact with the surface. The current porous plaster finishes could harbor pathogen growth, creating a further health and safety concern. Lastly, the state of the current plaster may create a condition where water is closer to the underlying structure of the swimming pool shell and could result in further oxidation and deterioration of the steel rebar which can increase the risk of leaks and structural failure of the pool shell. The plaster finish on the swimming pool is in violation of Title 24, Chapter 31B:

3108B.2 Finish. The finished pool shell shall be lined with a smooth waterproof interior finish that will withstand repeated brushing, scrubbing, and cleaning procedures. The interior pool finish shall completely line the pool to the tile lines, coping, or cantilevered deck.

3108B.4 Projections and Recessed Areas. The surfaces of the pool shall not have any projections or recessed areas except for handholds, recessed treads, steps, ladders, stairs, pool inlets and outlets, skimmers, and perimeter overflow systems.

The pool finish should be replaced. The industry standard is to use a quartz-based plaster and tile to finish the pool. The following estimate includes removal of all existing previous pool finish to bare concrete and the installation of a new plaster and tile finish. This estimate also assumes the underlying bare concrete is in good condition and does not need replacing.

(Estimated Cost \$354,500.00)



Linear Crack in Plaster Finish

1.4 Swimming Pool Lacks Code-Compliant “No Diving” Graphic Deck Markers

The swimming pool has “No Diving” markers on the deck but is missing code-compliant “No Diving” graphic markers. The code-compliant “No Diving” graphic markers should be next to depth markers in all areas where the water depth is 6-feet or less. The lack of proper “No Diving” graphic markers is in violation of Title 24, Chapter 31B:

3110B.5 No diving markers. For pool water depths 6 feet (1830 mm) or less no diving markers with the universal symbol of no diving, which is a red circle with a slash through it superimposed over the image of a diver, shall be installed on the deck directly adjacent to the depth markers required by Section 3110B.4.1. No diving markers shall comply with Section 3110B.4.4 (2-3).

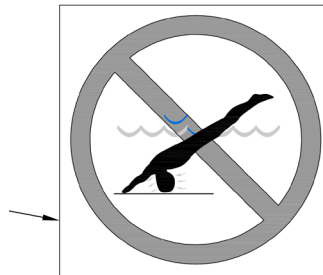
Not a code violation but something to note is that safety markers painted directly on the pool deck are a maintenance item that needs to be refreshed every few years. The industry standard for safety markers is 1' x 1' tile laid in the deck. Tile markers are durable, slip-resistant, and resistant to weathering.

Proper “No Diving” tile graphic markers can be installed by bushing down concrete and laying down code-compliant “No Diving” tile graphic markers. If the pool deck is to be completely replaced, these deck safety markers are included in the cost estimate in section 1.2 along with all other required safety markers constructed of 1' x 1' tile laid in the deck. The following estimate is for a retrofitted install of “No Diving” tile graphic markers.

(Estimated Cost \$3,300.00)



"No Diving" Marker on Pool Deck



NOTE: PLACE IN DECK AT ALL DEPTH MARKER LOCATIONS 6'-0" AND SHALLOWER

Sample Design of "No Diving" Tile Graphic Marker

1.5 Swimming Pool Lacks Flow Meter:

The swimming pool is missing a flow meter on its circulation system. The missing flow meter is in violation of Title 24, Chapter 31B:

3125B.3. Flow meter. A flow meter shall be provided on each recirculation system accurate to within 10 percent of flow and installed according to the manufacturer's written instructions with increments in the range of normal flow.

A flow meter should be purchased and installed. The following estimate is for a new flow meter and is listed as a range to reflect a cost variance for chosen material.

(Estimated Cost- \$200.00 - \$800.00)

1.6 Swimming Pool Deck Lacks Proper Number of Hose Bibbs:

The swimming pool facility lacks the code minimum number of hose bibbs. The lack of sufficient hose bibbs is in violation of Title 24, Chapter 31B:

3118B Hose Bibbs. ...Hose bibbs shall be provided so that all portions of the pool deck area may be reached with a 75 foot length of hose attached to the hose bibb.

New hose bibbs should be installed to meet code and be evenly distributed around the swimming pool perimeter. The following estimate is for new water lines and hose bibbs. Should a potable water connection not be close by or the existing connection need to be upsized or otherwise altered to accommodate multiple hose bibbs, the cost will increase. The estimate assumes any costs associated with removing and replacing the deck for pipe access are covered in section 1.2.

(Estimated Cost \$9,500.00)

1.7 Swimming Pool Area Perimeter Fencing:

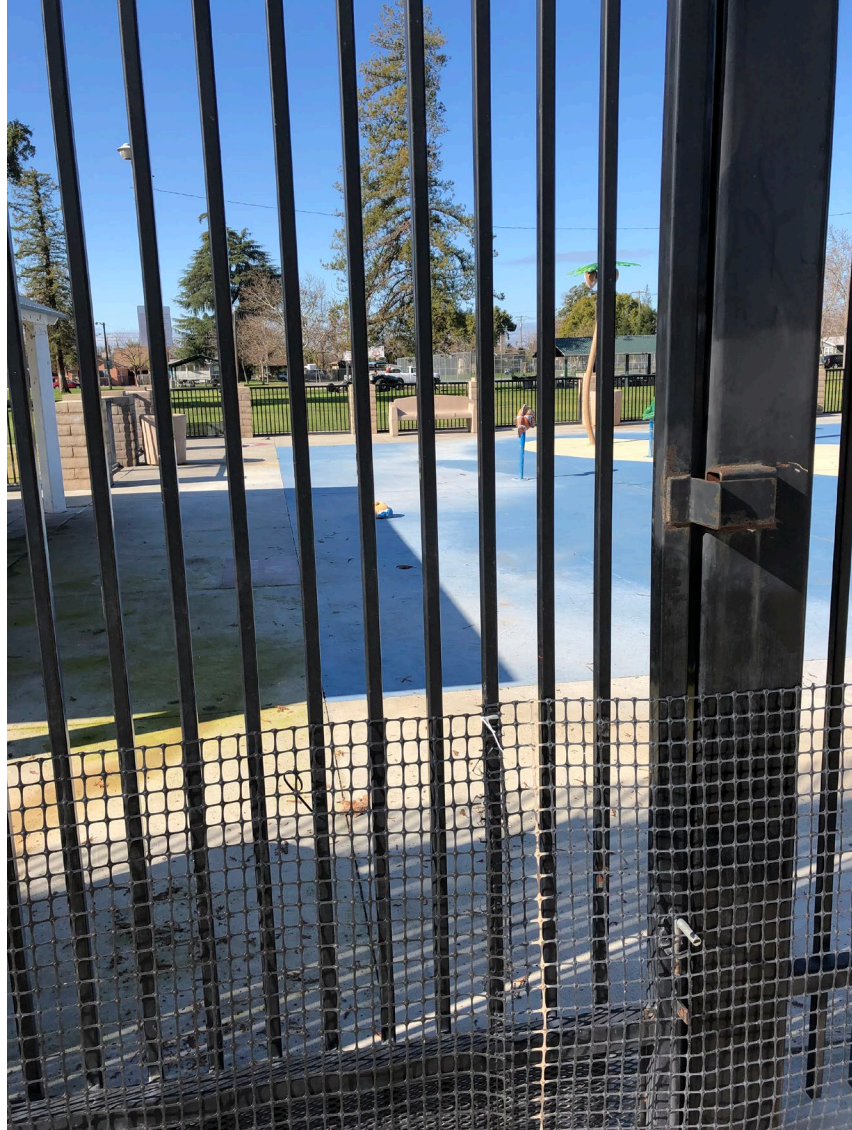
The perimeter fence for the facility is a tubular steel fence that staff report was last replaced in 2005. The current gates for the fence do not have self-closing and self-latching devices and open towards the swimming pool instead of away from the swimming pool. The gates are therefore in violation of Title 24, Chapter, 31B:

3119B.2. Gates. Gates and doors opening into the pool enclosure also shall meet the following specifications:

Gates and doors shall be equipped with self-closing and self-latching devices. The self-latching device shall keep the gate or door securely closed. Gates and doors shall open outwardly away from the pool except where otherwise prohibited by law.

The lack of self-closing and self-latching devices and the opening direction of the gates poses a safety risk. The gates should be updated to open away from the swimming pool and be fitted with self-closing and self-latching devices. The following estimate is for three (3) new gates to meet Title 24 enclosure and gate requirements.

(Estimated Cost \$45,000.00)



Gate on Swimming Pool Perimeter Fencing

1.8 Swimming Pool Waterline Tile Failing:

Waterline tile on the swimming pool is cracked, chipped, and missing in numerous places. The sharp edges pose a potential safety hazard. Staff report the health department mentions the failing tile during annual inspections and expresses that the swimming pool could be forced to close as a result of the failing tile. The broken waterline tile is in violation of Title 22, 116043:

116043 Every public swimming pool, including swimming pool structure, appurtenances, operation, source of water supply, amount and quality of

water recirculated and in the pool, method of water purification, lifesaving apparatus, measures to insure safety of bathers, and measures to insure personal cleanliness of bathers shall be such that the public swimming pool is at all times sanitary, healthful, and safe.

Furthermore, the waterline tile is heavily stained by both water and organic materials. Even with a diligent cleaning the waterline tile would look unsanitary. All waterline tile is beyond its useful lifecycle and should be replaced. The tile work would best be completed during installation of a new pool surface (see section 1.3). As such, the estimate for tile work is included in section 1.3.



Chipped / Missing Swimming Pool Waterline Tile

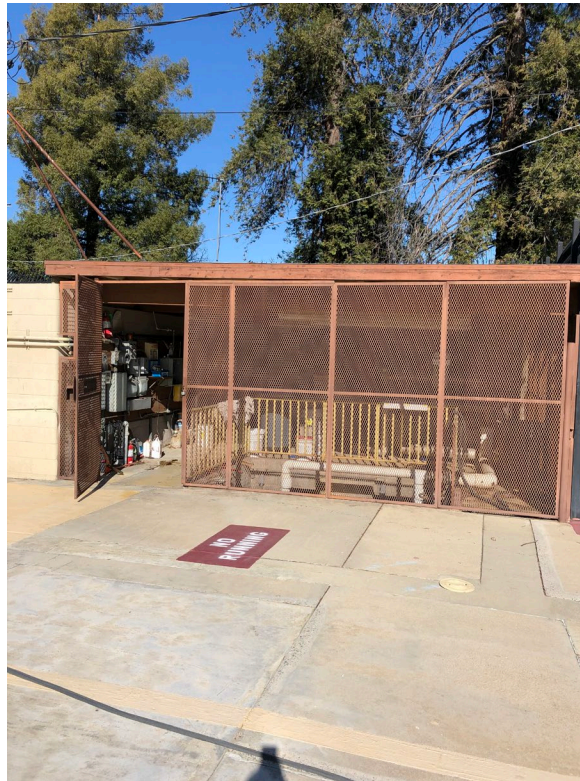
1.9 Swimming Pool Mechanical Enclosure Lacks Proper Signage:

The mechanical enclosure houses calcium hypochlorite and muriatic acid. Calcium hypochlorite is classified as a class 3 oxidizer and a reactive substance. It is also classified as both a health hazard and a physical hazard and has the ability to support a fire. There is no placard sign on the door to the mechanical enclosure warning of the presence of calcium hypochlorite. Muriatic acid is classified as a class 2 corrosive and a health hazard. There is no placard sign on the door to the mechanical enclosure warning of the presence of muriatic acid. The lack of signage is in violation of Title 24, Part 9:

5003.5 Hazard identification signs. Unless otherwise exempted by the fire code official, visible hazard identification signs as specified in NFPA 704 for the specific material contained shall be placed on stationary containers and above-ground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit and at specific entrances and locations designated by the fire code official.

The required signage should be purchased and installed. The following estimate is for signage.

(Estimated Cost \$1,000.00)



Swimming Pool Mechanical Enclosure

1.10 Chemical Storage Areas Lack Proper Signage:

The chemical storage areas house calcium hypochlorite (briquettes) and muriatic acid (jugs). As noted in section 1.9, both chemicals are hazardous and require signage to communicate the hazards that these chemicals pose. There are no placard signs on the doors to the chemical storage areas warning of the presence of calcium hypochlorite and muriatic acid. The lack of signage is in violation of Title 24, Part 9:

5003.5 Hazard identification signs. Unless otherwise exempted by the fire code official, visible hazard identification signs as specified in NFPA 704 for the specific material contained shall be placed on stationary containers and above-ground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit and at specific entrances and locations designated by the fire code official.

The required signage should be purchased and installed. In addition to signage, double containment is required for muriatic acid and recommended for calcium hypochlorite tablets. Aquatic Design Group could not verify the existence of double containment in the chemical storage areas as access was not provided during the site visit. Double containment for muriatic acid was verified in the mechanical enclosure. Furthermore, cohabitation of acid and chlorine is dangerous and not recommended. The two chemicals can mix and create mustard gas, which is a highly toxic gas that can cause injury and death. Separation of chemicals themselves and separation of chemicals from mechanical equipment will be covered in sections 2.1 and 2.2 in further detail. The following estimate is for signage.

(Estimated Cost \$1,000.00)



Chemical Storage Areas on Pool Deck

1.11 Swimming Pool Lacks Proper Safety Signage:

During Aquatic Design Group's site visit no code-required safety signage was visible at the facility other than a pool user capacity sign. It is possible safety signage is put out at the beginning of every season and removed for the off-season. The required signage is listed in Title 24, Chapter 31B (3120B.1 – 11) and includes:

- 💧 Pool User Capacity Sign
- 💧 No Diving Sign
- 💧 No Lifeguard Sign
- 💧 Artificial Respiration and Cardiopulmonary Resuscitation Sign
- 💧 Emergency Sign (stating name and address of facility)
- 💧 No Use After Dark Sign
- 💧 Keep Closed Sign
- 💧 Diarrhea Sign

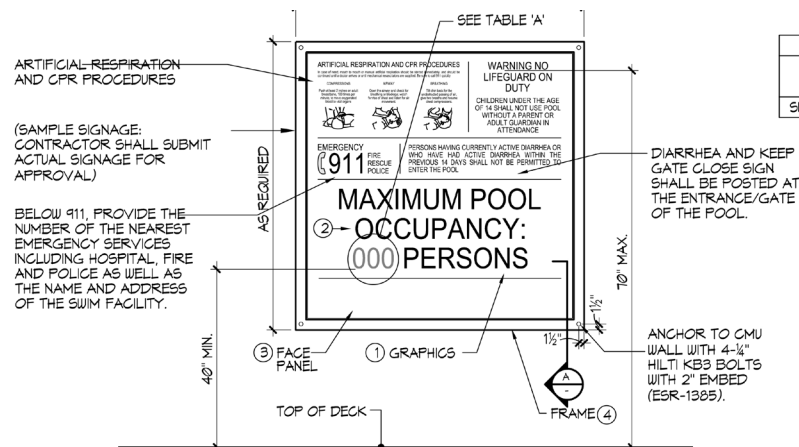
All signs shall comply with 3120B.1:

All signs shall have clearly legible letters or numbers not less than 4 inches high, unless otherwise required in this section (3120B), affixed to a wall, pole, gate or similar permanent structure in a location visible to all pool users.

All signage should be purchased and installed if the facility does not already

possess the required signage. Signs can be individualized or combined depending on the City's preference and determination for most effective delivery method for communication. For example, the required sign for diarrhea can be a stand-alone sign or incorporated into a sign that covers many sign requirements. The following estimate is for signage.

(Estimated Cost- \$2,000.00 - \$5,000.00)



Design Example of Combined Signage

1.12 Swimming Pool Mechanical Enclosure Lacks Emergency Eyewash Shower Station:

The mechanical enclosure, which houses muriatic acid and calcium hypochlorite, lacks an emergency eyewash shower station. An emergency eye wash is present, however it is a portable unit with finite water. OSHA standards require an emergency eyewash shower station for facilities and employers whose staff come into contact with hazardous chemicals on a regular basis or during a foreseeable accident. Such stations are to be located via a clear path within 10 seconds of the area (typically considered within a maximum of 55-feet). Should it not be possible to install a station inside the enclosure one can be installed directly outside the enclosure. The chemical storage areas also need appropriate access to an emergency eyewash shower station. The chemical storage areas may have a portable eyewash unit but Aquatic Design Group could not verify as access was not provided during the site visit. As stated before though, any eyewash unit the chemical storage areas likely have is not sufficient to satisfy OSHA requirements and provide an appropriate level of safety to staff who handle hazardous chemicals. The following estimate is for an emergency eyewash shower station plumbed to a potable water source.

(Estimated Cost \$4,000.00)



Emergency Eye Wash in Mechanical Enclosure



Sample of An Emergency Eyewash Shower Station

1.13 Swimming Pool Lacks Depth Marker Indicative of 4'-6" Depth:

The swimming pool has a tile line on the pool floor to indicate a depth of 4'-6" but lacks a waterline tile to indicate such a depth. The missing waterline tile is in violation of Title 24, Chapter 31B:

3110B.4.1. Location. The water depth shall be clearly marked at the following locations:

5. At the break in the bottom slope between the shallow and deep portions of the pool

3110B.4.2. Position. Where required by Section 3110B.4.1, depth markers shall be located in the following locations:

For pools with skimmer systems the depth markers shall be high at the waterline which typically will result in the depth markers being submerged approximately 50 percent.

Waterline tile on both sides of the swimming pool at the 4'-6" depth should be installed. An estimated cost for this item is included in section 1.3.

1.14 Swimming Pool Projections:

The swimming pool has a dividing wall within the confines of the pool separating the 1'-0" depth area from the rest of the pool (depths that range from 3'-0" to 9'-0"). The purpose of this wall is to create a wading pool for young swimmers. The top surface of the wall is very narrow and poses a risk for physical injury as patrons could easily fall into shallow water while walking across the top of the wall. The wall is considered a projection and is in violation of Title 24, Chapter 31B:

3108B.4. Projections and recessed areas. The pool shell shall not have projections or recessed areas except for pool inlets and outlets as specified in Section 3137B.

Exception: This section shall not apply to handholds, recessed steps, ladders, stairs, handrails, skimmers or perimeter overflow systems.

In addition to the above violation of code and risk for injury, the projection can be considered a perimeter end of pool and when qualified as such it must be a minimum of 4-feet wide. The projection is in violation of Title 24, Chapter 31B:

3114B.1. General. A minimum continuous and unobstructed 4-foot wide slip resistant, cleanable, nonabrasive deck area of concrete or like material shall be provided flush with the top of the pool coping extending completely around the pool.

The City of Turlock must decide whether the amenity that the wall provides (a wading pool) is a desired component of the facility. If it is desired, a separate wading pool would need to be constructed with its own mechanical and chemical equipment in a major renovation project. In addition, a separate pool would require at least 6 feet of deck between bodies of water per section 3114B.2 of Title 24, Chapter 31B:

Where multiple pools and/or spas are built adjacent to each other, the deck width separating them shall be a minimum of 6 feet.

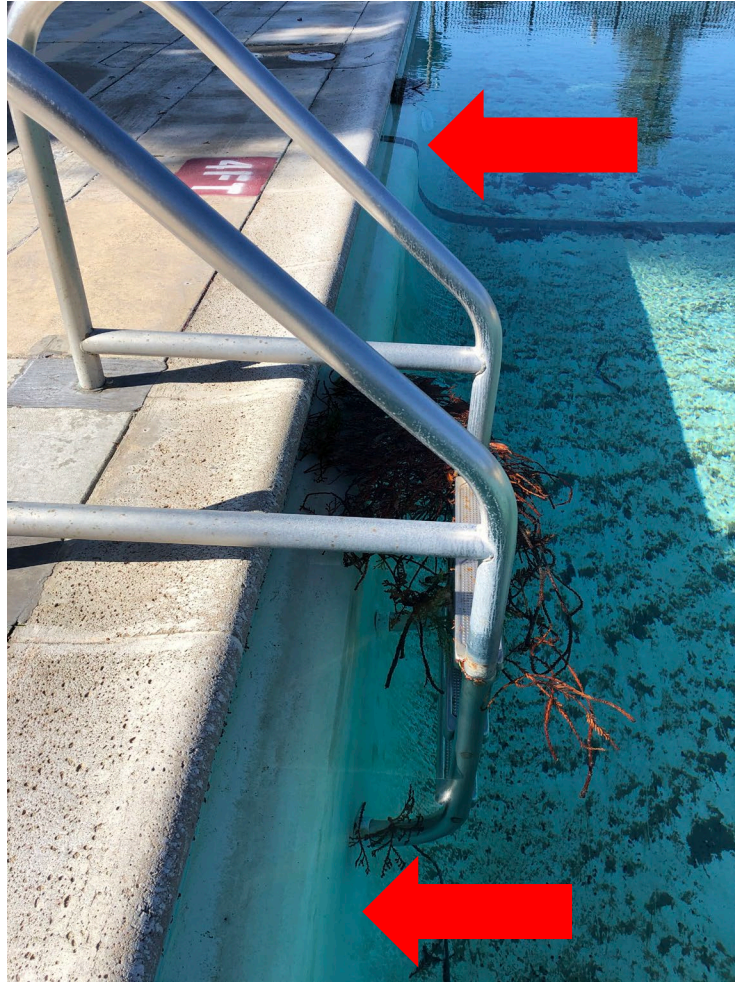
If a wading pool is not desired, the wall could be removed and the floors resloped to be code-compliant. Removal of the wall and pool floor resloping would best be done during a pool surface and deck replacement project.

The swimming pool has an additional projection in violation of Title 24, Chapter 31B Section 3108B.4. There is a projection running the length of the south pool wall in the 3'-0" to 4'-0" depth range. The projection poses a risk for injury, particularly as patrons enter and exit the swimming pool in that area.

If the deck and pool surface are replaced it is highly unlikely the Health Department will allow the swimming pool to operate with projections that are direct violations of code. These projections are likely being allowed as grandfathered exemptions and the risk of injury remains despite the exemptions. Further clarification could be provided by speaking directly with the health inspector. After review of this draft by the City of Turlock, Aquatic Design Group can update this section of the report with the City's preferred means of addressing this violation complete with a cost estimate.



Wall Within Swimming Pool



Projection on South Wall of Swimming Pool

1.15 Lack of Code-Compliant Restroom Fixture Count for Swimming Pool:

The swimming pool has the following restroom fixtures for men:

- 💧 One (1) Toilet
- 💧 Two (2) Urinals
- 💧 One (1) Lavatory
- 💧 Four (4) Showers

The swimming pool has the following restroom fixtures for women:

- 💧 Three (3) Toilets
- 💧 One (1) Lavatory
- 💧 Four (4) Showers

The swimming pool has two (2) drinking fountains that are ADA compliant.

Title 24, Chapter 31B of the California Building Code dictates a fixture count based on the following criteria from Section 3116B:

1. One bather for every 15 square feet of pool water surface area.
2. One toilet and one urinal for every 75 men.
3. One toilet for every 50 women.
4. One lavatory for every 80 bathers (either sex).
5. One shower for every 50 bathers (either sex).

Based on the criteria from Section 3116B the swimming pool should have the following fixture count:

Total Water Surface Area:		6,220					
Total Bather Load*		415					
Bathers, Men		207					
Bathers, Women		207					
Men's Toilets	Men's Urinals	Men's Lavs	Men's Showers	Women's Toilets	Women's Lavs	Women's Showers	Drinking Fountains
3	3	3	4	4	3	4	2

The swimming pool is lacking the following number of restroom fixtures:

- 💧 Three (3) Toilets
- 💧 One (1) Urinal
- 💧 Four (4) Lavatories

Staff report the restroom facilities were renovated in 2005. They are showing signs of age. In addition to age, the restrooms are not fully enclosed. No roofs exist to provide patrons with both privacy protection and protection from the elements. A renovation is recommended to achieve proper restroom fixture counts, improve patron privacy, and bring new life to an aging part of the facility. If additional bathers from the sprayground utilize the restrooms at the swimming pool a higher load is placed on the fixtures. The sprayground has a system which discharges water to waste rather than recirculates water. Due to this fact the sprayground does not have to follow California Building Code for fixture counts or follow Health Department regulations. It is advised however, to be able to absorb the load on restrooms appropriately as a service to users. Using California Building Code requirements as a guide, an approximately 2,912 square foot sprayground would add 194 bathers. 194 bathers would dictate the following fixtures:

- 💧 One (1) toilet for men
- 💧 One (1) urinal for men
- 💧 One (1) lavatory for men
- 💧 Two (2) showers for men
- 💧 Two (2) toilets for women
- 💧 One (1) lavatory for women
- 💧 Two (2) showers for women

💧 One (1) drinking fountain

The City of Turlock may weigh the decision to increase the fixture count beyond the required number for the swimming pool. Any restroom fixtures serving to satisfy code requirements for the swimming pool must be within 300 feet of the swimming pool.

Other restroom facilities are located in the park which can accommodate sprayground users, they are just not located in as close proximity as the pool restrooms are to the sprayground. After review of this draft by the City of Turlock, Aquatic Design Group can update this section of the report with the City's preferred means of addressing this violation complete with a cost estimate.



Men's Lavatory

1.16 Disabled Swimming Pool Access:

The swimming pool has three battery-operated ADA lifts, which more than satisfies the code required number of lifts. Although a lift is installed in the 1-foot deep area of the swimming pool, due to the pool depth in that area it is in violation of CBC Section 1141A:

6. *Be positioned so that, if the pool has water of different depths, it will place the operator into water that is at least 3 feet deep.*
7. *Be capable of lowering the operator at least 18 inches below the surface of the water.*

The pool would need to be modified in a renovation project to provide accessibility to that area. If the wall did not exist there would already be accessibility to that area by way of the two other ADA lifts that are attached to the pool deck. Removing the dividing wall in the swimming pool and resloping the pool floors would be the best solution to eliminate the need for a third ADA lift. As noted in section 1.14, a renovation of this kind would best be done during a pool surface and deck replacement project. Also noted in section 1.14, the Health Department would likely request the wall be removed during a pool surface and deck replacement project. Further clarification could be provided by speaking directly with the health inspector. After review of this draft by the City of Turlock, Aquatic Design Group can update this section of the report with the City's preferred means of addressing this violation complete with a cost estimate.



ADA Lift in 1-Foot Deep Area of Swimming Pool

1.17 Ladder Clearance Distance From Swimming Pool Wall:

Ladders in the swimming pool have unsafe clearance distances from the ladders themselves to the pool walls. The clearance distances are in violation of Title 24, Chapter 31B:

311B.2. Ladders. Ladders shall be corrosion resistant and shall be equipped with slip resistant tread surfaces. Ladders shall be rigidly installed and shall provide a clearance of not less than 3 inches or more than 5 inches between any part of the ladder and the pool wall.

At least one of the ladders has a clearance distance of less than 3 inches at the rounded bottom portion of the ladder. All ladders have steps with clearance distances greater than 5 inches. Code-compliant ladders should be installed. If the pool surface was renovated, recessed steps could be constructed. Modifications to the deck would be required to properly install new ladders. Ladder installation would best be done during a deck replacement project. The following estimate is for replacement ladders that comply with code.

(Estimated Cost- \$4,400.00)



Ladder with More than 12 Inches of Clearance From Swimming Pool Wall

1.18 Check Main Drains for VGBA and AB1020 Compliance

No as-built drawings for under pool piping were provided. Staff report that main drain grates were replaced in 2009 and then recalled in 2011. Staff also report that main drains are currently out of compliance. It is unclear whether this is related to drain cover expiration, incorrect drain cover equipment, or under pool piping being out of compliance. Based on the age of the swimming pool and the information provided about minor renovations it is likely that main drain interior sump dimensions are not in compliance. Further investigation would be required to identify issues and possible resolutions.



Main Drain for Swimming Pool

G. ADDITIONAL SUGGESTED IMPROVEMENTS

The following five items are suggested improvements for maintenance and operations at the Columbia swimming pool and sprayground. An estimate of probable costs is given for each individual item, where applicable. These itemized estimates do not include general condition costs that are typically added to any construction project. In the proforma section of this report the itemized costs are totaled.

ITEM	DESCRIPTION
2.1	Replace all swimming pool mechanical equipment
2.2	Replace and relocate swimming pool chemical equipment
2.3	Resurface sprayground wet deck
2.4	Repaint sprayground features
2.5	Swimming pool steel piping rusting and corroding

2.1 Replace All Swimming Pool Mechanical Equipment:

Section "E" of the report notes that all of the mechanical equipment for the swimming pool is in poor condition. The newest system component as reported by staff is a circulation pump and motor, replaced in 2013. Since there are two pumps and motors the age of the other pump and motor is unknown. The table below shows system components, condition, and approximate age based on information provided by staff.

ITEM	CONDITION	AGE
Circulation Pumps/Motors	Poor	7 - ? Years ¹
Filter System	Poor	26 Years
Chemical Controller	Poor	18 - 20 Years ²
Plumbing Valves	Poor	Unknown

1. The swimming pool has two pumps and motors. The age of one of the pumps and motors is unknown.
2. Staff report 18 years of age. List provided by O'Dell Engineering reports 20 years of age.

One circulation pump and motor was replaced in 2013. Without gallons per minute information for the specific pumps and motors as well as piping plans it is difficult to assess whether the circulation system is keeping up with demand or meeting code compliant standards for turnover rate. Staff report no water quality issues. Even with limited information the circulation pumps and motors are well beyond their useful lifecycles, as are the pump strainers and circulation piping and piping components. An overhaul of the system is recommended. The following estimate is for new circulation system equipment and is listed as a range because of unknown information about pool piping.

(Estimated Cost- \$30,000.00 - \$80,000.00)



One of Two Swimming Pool Pumps, Motors, and Strainers

The sand filters were replaced in 1994. They are stainless steel Hydrokleen filters. Gallons per minute and filter surface area are unknown to Aquatic Design Group. Swimming pool filter tanks usually last about 20 years. The Hydrokleen filters are well beyond their lifecycle and staff report an inability to find replacement parts. As a result, staff fabricate their own parts for repair of the existing filter tanks. A new filter tank system and related piping is recommended. The following estimate is for a new high rate sand corrosion resistant filter tank system.

(Estimated Cost- \$120,000.00)



Swimming Pool Filter Tank System

The chemical controller was replaced in 2000. Staff report that it functions well but acknowledge it has no modern capabilities such as data logging, safety features, and remote monitoring. Installing a modern chemical controller as part of a complete mechanical room renovation is recommended. The following estimate is for a new chemical controller.

(Estimated Cost- \$25,000.00)



Swimming Pool Chemical Controller

Valves and piping in the mechanical room have unknown ages but are well beyond their useful lifecycle. During an overhaul of major systems all piping and valves can be replaced and estimated costs for valves and piping have been included within costs for major systems.

2.2 Replace and Relocate Swimming Pool Chemical Equipment:

Section “ E” of the report notes that all of the chemical equipment is in poor condition. The table below shows system components, condition, and approximate age based on information provided by staff.

ITEM	CONDITION	AGE
Chlorine Pump	Poor	Unknown
Chlorine Storage	Poor	Unknown
pH Feed	Poor	Unknown
pH Storage	Poor	Unknown

The chemical equipment for the swimming pool is currently housed in the mechanical enclosure. The current chemical equipment consists of a Pulsar IV tablet chlorine erosion feed system utilizing calcium hypochlorite and a 100 gallon (approximation) muriatic acid tank and LMI diaphragm pump feed system. Staff handpour muriatic acid from 1-gallon jugs into the tank. Both systems are automated by the chemical controller. The chlorine and acid systems should not cohabitate nor be inside the mechanical enclosure. Cohabitation of chlorine and acid increases the potential for the chemicals to mix and create a highly toxic gas known as mustard gas. Mustard gas can cause injury and death. In effort to protect staff and patrons chlorine and acid should not cohabitate.

Furthermore, chlorine and acid are corrosive substances and cause corrosion to mechanical equipment. Constructing an alternative location for both systems is recommended to both increase safety and equipment lifespan, thus decreasing liability. Although age information is unknown both systems are at the end of their lifecycles.

Handpouring muriatic acid is hazardous to staff and both a labor and time intensive process. Even with safe handling practices risks are still present, especially with current conditions of cohabitation and a lack of a proper emergency eyewash shower station. A recommended replacement system would be a bulk liquid muriatic acid tank and automated feed system located in its own chemical room. Acid delivery would be done by a 3rd party bulk chemical delivery company and the system would be automated and controlled by the chemical controller. In addition, a carbon dioxide tank and automated feed system is also recommended. The carbon dioxide tank can cohabitate with the muriatic acid tank, the chemical be delivered by a 3rd party bulk chemical delivery company, and the system automated and controlled by the chemical controller. The combination of these two systems is standard in the industry for pH and alkalinity control. These systems are highly accurate for balancing water chemistry, reduce staff time and increase staff safety. Carbon dioxide controls pH but lowers total alkalinity. Muriatic acid increases total alkalinity. These two chemicals work in conjunction to balance the pool water chemistry and these suggested systems protect staff from handling hazardous chemicals.

Reloading a tablet chlorine system is both a labor and time intensive process. Buckets of tablets have to be lifted and poured into the system. Even with safe handling practices risks are still present, especially with current conditions of cohabitation and a lack of a proper emergency eyewash shower station. In addition, the tablets themselves have to be stored on site. A recommended replacement disinfection system (chlorine) would be a bulk liquid sodium hypochlorite tank and automated feed system located in its own chemical room. Chlorine delivery would be done by a 3rd party bulk chemical delivery company and the system would be automated and controlled by the chemical controller. This suggested system, like the suggested pH and alkalinity systems, reduces the handling of and exposure to hazardous chemicals for staff.

The following estimates are for bulk tank and delivery systems. Estimated costs for construction of chemical rooms is excluded.

(Bulk Acid and Carbon Dioxide Systems Estimated Cost- \$30,000.00)
(Bulk Chlorine System Estimated Cost- \$20,000.00)



Chlorine System in Mechanical Enclosure



Acid System in Mechanical Enclosure

2.3 Resurface Sprayground Wet Deck

The existing sprayground deck color has faded and the surface itself is becoming slick and slippery in many areas. Resurfacing the sprayground in the near future is recommended to improve safety and bring new life to the sprayground. There are many resurfacing options available including completely removing the existing deck and replacing it with new concrete, scarifying the existing deck and applying a new top coat, or scarifying and adding a new surface on top of the existing deck. New surfaces such as LifeFloor are gaining popularity in the industry because they excel at slip resistance, chemical resistance, cleanability, impact attenuation, UV stability, and impermeability in sprayground environments. After review of this draft by the City of Turlock, Aquatic Design Group can update this section of the report with the City's preferred means of addressing this maintenance item complete with a cost estimate.



Existing Sprayground Surface

2.4 Repaint Sprayground Features

The existing sprayground features are faded and could be revitalized by adding a new coat of paint. Most manufacturers recommend repainting features every 3-5 years. Costs can range depending on chosen method and materials. The following estimate is for repainting of sprayground features and is listed as a range to reflect the cost variance for chosen method and materials.

(Estimated Cost- \$10,000.00 - \$20,000.00)



Faded Sprayground Feature

2.5 Swimming Pool Steel Piping Rusting and Corroding:

Piping for the swimming pool in the mechanical enclosure is a mix of materials that include: PVC, stainless steel, and steel. The steel piping, including the cast-iron piping, is rusting and corroding. With time the steel piping and connections will fail. Additionally, as the steel piping corrodes dissolved metal goes into the pool water and stains the pool surface. All steel piping should be replaced. Aquatic Design Group recommends schedule 40 PVC below grade and schedule 80 PVC above grade. An estimated cost for replacement piping is included in section 2.1 as piping would be replaced in concert with mechanical equipment replacement to ensure proper piping selections and pipe sizing.



Steel Piping Corroding and Rusting

H. POTENTIAL ENHANCEMENTS

The following three proforma budgets of the Columbia swimming pool and sprayground provide estimated costs to help the City of Turlock determine options for the longevity of the swimming pool and sprayground. The three budgets / scenarios are titled “Swimming Pool and Sprayground Repairs”, “New Swimming Pool With Updated Configuration” and “New Sprayground”. In the “Swimming Pool and Sprayground Repairs” budget / scenario, code and maintenance issues are the focus. In the “New Swimming Pool With Updated Configuration” budget / scenario, a smaller sized swimming pool with a different shape and depths is constructed along with updated mechanical and chemical equipment and a new bathhouse. The new swimming pool would be designed and constructed to current code standards. In the “New Sprayground” budget / scenario, the swimming pool and existing sprayground are removed and replaced with a large sprayground. The proforma budgets begin on the following page.

Columbia Swimming Pool and Sprayground Swimming Pool and Sprayground Repairs Proforma Budget Estimate Opinion of Cost

ITEM	DESCRIPTION	QTY	UNIT PRICE
1.0	CODE ISSUES		
1.1	Swimming Pool Lacks Floor Inlets (<i>install floor inlets</i>)		\$ 77,750.00
1.2	Swimming Pool Deck Cracking and Lacks Drainage (<i>remove and replace pool decking with drainage</i>)		\$ 458,100.00
1.3	Swimming Pool Plaster and Tile Finish (<i>install plaster and tile finish</i>)		\$ 354,500.00
1.4	Swimming Pool Lacks Code-Compliant "No Diving" Tile Graphic Deck Markers (<i>install tile graphic markers</i>)		\$ 3,300.00
1.5	Swimming Pool Lacks Flow Meter (<i>install flow meter</i>)		\$ 800.00
1.6	Swimming Pool Deck Lacks Proper Number of Hose Bibbs (<i>install hose bibbs</i>)		\$ 9,500.00
1.7	Swimming Pool Area Perimeter Fencing (<i>install gates</i>)		\$ 45,000.00
1.9	Swimming Pool Mechanical Enclosure Lacks Proper Signage (<i>install signs</i>)		\$ 1,000.00
1.10	Chemical Storage Areas Lack Proper Signage (<i>install signs</i>)		\$ 1,000.00
1.11	Swimming Pool Lacks Proper Safety Signage (<i>install signs</i>) ₃		\$ 5,000.00
1.12	Swimming Pool Mechanical Enclosure Lacks Emergency Eyewash Shower Station (<i>install station</i>)		\$ 4,000.00
1.13	Swimming Pool Lacks Depth Marker Indicative of 4'-6" Depth (<i>install marker</i>) ₄		\$ -
1.14	Swimming Pool Projections ₅		\$ -
1.15	Lack of Code-Compliant Restroom Fixture Count for Swimming Pool ₆		\$ -
1.16	Disabled Swimming Pool Access ₇		\$ -
1.17	Ladder Clearance Distance From Swimming Pool Wall (<i>install ladders</i>)		\$ 4,400.00
1.18	Check Main Drains for VGBA and AB1020 Compliance ₈		\$ -
	TOTAL COSTS		\$ 964,350.00
2.0	MAINTENANCE ISSUES		
2.1	Replace All Swimming Pool Mechanical Equipment (<i>install equipment and piping</i>) ₉		\$ 225,000.00
2.2	Replace and Relocate Swimming Pool Chemical Equipment (<i>replace equipment</i>)		\$ 50,000.00
2.3	Resurface Sprayground Wet Deck ₁₀		\$ -
2.4	Repaint Sprayground Features ₁₁		\$ 20,000.00
2.5	Swimming Pool Steel Piping Rusting and Corroding ₁₂		\$ -
2.6	TOTAL MAINTENANCE COSTS		\$ 295,000.00
3.0	SOFT COSTS		
3.1	General Contractor Mark-Up/Overhead	15%	\$ 188,902.50
3.2	Construction Contingency Costs	10%	\$ 125,935.00
3.3	Design Contingency	5%	\$ 62,967.50
3.4	Time/Inflation Escalation Index	0%	\$ -
3.5	Architectural & Engineering Fees	12%	\$ 151,122.00
3.6	TOTAL SOFT COSTS		\$ 528,927.00
4.0	TOTAL ESTIMATED PROJECT COST		\$ 1,788,277.00
The cost information above depicts what it would cost today to bring the facility up to code, safety, and maintenance standards.			
EXCLUSIONS:			
1. Bathrooms and locker room improvements (if required) excluded.			
2. Campus path of travel ADA upgrades (if required) excluded.			
ASSUMPTIONS:			
1. Cost shown for a retrofitted install of markers. Cost for markers also included in 1.2.			
2. Cost shown is at the high end of the cost range.			
3. Cost shown is at the high end of the cost range.			
4. Cost included in 1.3.			
5. Further information from client needed to determine estimated cost.			
6. Further information from client needed and design work required to determine estimated cost.			
7. Further information from client needed to determine estimated cost.			
8. Further investigation is required to determine estimated cost.			
9. Cost shown is at the high end of the range.			
10. Further information from client needed to determine estimated cost.			
11. Cost shown is at the high end of the range.			
12. Cost included in 2.1.			

Columbia Swimming Pool and Sprayground

New Swimming Pool With Updated Configuration

Proforma Budget Estimate Opinion of Cost

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSIONS
1.0	CONSTRUCTION COSTS				
1.1	Site Preparation/Demolition	1	Lump Sum	\$ 200,000.00	\$ 200,000.00
1.2	Utility Allowance	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
1.3	25-Yard Swimming Pool & Mechanical Equipment	3,750	Sq. Ft.	\$ 215.00	\$ 806,250.00
1.4	Pool Deck and Deck Drainage	12,650	Sq. Ft.	\$ 45.00	\$ 569,250.00
1.5	Site Lighting	0	Lump Sum	\$ -	\$ -
1.6	Fencing	0	Lump Sum	\$ -	\$ -
1.7	Mechanical / Chemical Space Improvements	1	Lump Sum	\$ 150,000.00	\$ 150,000.00
1.8	New Bathhouse/Mechanical Building	5,005	Sq. Ft.	\$ 500.00	\$ 2,502,500.00
1.9	TOTAL CONSTRUCTION COSTS				\$ 4,253,000.00
2.0	EQUIPMENT COSTS (FF&E)				
2.1	Deck Equipment	5%	Lump Sum		\$ 212,650.00
2.2	TOTAL EQUIPMENT(FF&E) COSTS				\$ 212,650.00
3.0	SOFT COSTS				
3.1	General Contractor Mark-Up/Overhead	15%			\$ 669,847.50
3.2	Construction Contingency Costs	10%			\$ 446,565.00
3.3	Design Contingency	5%			\$ 223,282.50
3.4	Time/Inflation Escalation Index	0%			\$ -
3.5	Architectural & Engineering Fees	11%			\$ 491,221.50
3.6	TOTAL SOFT COSTS				\$ 1,830,916.50
4.0	TOTAL ESTIMATED PROJECT COST				\$ 6,296,566.50
EXCLUSIONS:					
1. Campus path of travel ADA upgrades (if required) excluded.					
2. Competitive equipment excluded.					

The cost information above depicts what it would cost today to replace the existing swimming pool with a smaller swimming pool that services current programs and has the following dimensions:

- 💧 Surface Area: 3,750 square feet (75' x 50', 6 25-yd lanes)
- 💧 Perimeter: 250 feet
- 💧 Depths: 3'-6" to 5'-0"
- 💧 Volume: 112,349 Gallons

The swimming pool facility as planned above would have expansive deck space, utilize existing site lighting and fencing, incorporate improvements to the existing mechanical and chemical spaces, and have a bathhouse with restroom fixture counts that comply with code. In addition, the new swimming pool would be designed and constructed to current code standards. No changes to the sprayground are reflected in this budget / scenario.

**Columbia Swimming Pool and Sprayground
New Sprayground
Proforma Budget Estimate Opinion of Cost**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSIONS
1.0	CONSTRUCTION COSTS				
1.1	Mobilization and General Conditions	1	Lump Sum	\$78,000.00	\$ 78,000.00
1.2	Site Preparation/Demolition	1	Lump Sum	\$ 215,000.00	\$ 215,000.00
1.3	Utility Allowance	1	Lump Sum	\$ 40,000.00	\$ 40,000.00
1.4	Play Structure	1	Lump Sum	\$ 250,000.00	\$ 250,000.00
1.5	Sprayground, Piping and Circulation Equipment	1	Lump Sum	\$ 450,000.00	\$ 450,000.00
1.6	Underground Surge Tank	1	Lump Sum	\$ 52,000.00	\$ 52,000.00
1.7	Enhanced Deck Surface Treatment (option)	4,000	Sq. Ft.	\$ 20.00	\$ 80,000.00
1.8	Play Structure Installation	1	Lump Sum	\$ 50,000.00	\$ 50,000.00
1.9	Pavement and Surfacing	1	Lump Sum	\$ 230,000.00	\$ 230,000.00
1.10	Site Features / Walls and Fencing	1	Lump Sum	\$ 345,000.00	\$ 345,000.00
1.11	Planting and Irrigation	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
1.12	TOTAL CONSTRUCTION COSTS				\$ 1,815,000.00
2.0	EQUIPMENT COSTS (FF&E)				
2.1	Deck Equipment	0	Lump Sum	\$ -	\$ -
2.2	Building Equipment	0	Lump Sum	\$ -	\$ -
2.3	TOTAL EQUIPMENT(FF&E) COSTS				\$ -
3.0	SOFT COSTS				
3.1	General Contractor Mark-Up/Overhead	15%			\$ 272,250.00
3.2	Construction Contingency Costs	10%			\$ 181,500.00
3.3	Design Contingency	5%			\$ 90,750.00
3.4	Time/Inflation Escalation Index	0%			\$ -
3.5	Architectural & Engineering Fees	11%			\$ 199,650.00
3.6	TOTAL SOFT COSTS				\$ 744,150.00
4.0	TOTAL ESTIMATED PROJECT COST				\$ 2,559,150.00

The cost information above depicts what it would cost today to remove the existing swimming pool and sprayground and replace them with a new sprayground with the following features:

- 💧 Over 5,000 square feet of surface area
- 💧 Play structure
- 💧 Varied spray features
- 💧 Enhanced deck surface for fall attenuation

The sprayground as planned above would have expansive deck space, a recirculating system and be designed and constructed to current code standards.

I. SUMMARY

The Columbia swimming pool and sprayground have provided the City of Turlock with many years of service. The swimming pool and sprayground are in need of renovation to safely and effectively serve the community. This document provides an assessment of the facility's existing conditions, recommendations for action, and options that can be weighed by the City of Turlock to ensure the facility can continue to provide services to the community. It is important to note that this document is based strictly on empirical data, observations made while on site, and from conversations with staff members. In addition, the structure of the swimming pool and its below grade piping are assumed to be sound as noted previously in this report without any destructive testing to confirm.

With the correction of code violations and incorporation of the suggested improvements the swimming pool and sprayground will operate more efficiently and be safer for both patrons and staff while providing the same level of programming currently offered. It must be kept in mind that even though repairs and enhancements can be made to rectify code violations, the comparative cost to repair versus replace the swimming pool and / or sprayground and the risk associated with renovation work should be carefully evaluated. A decision should be made as to whether the capital investment needed provides an acceptable return in a cost benefit analysis of any renovation versus replacement.

On behalf of all of us at Aquatic Design Group we look forward to continuing to help the City of Turlock in any way we can to ensure continued success at the Columbia swimming pool and sprayground.

Sincerely,

AQUATIC DESIGN GROUP, INC.



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and**

for

_____ **SERVICES**

City Project No. XXXX-XX

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and _____, a _____ (“Professional”), on this _____ day of _____ 20__ (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the _____ (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail. (COMFIRM THE TOTAL NUMBER OF SECTIONS)

2. **Term.** The term of this Agreement shall be ____ years and will commence on the Effective Date and terminate on the ____ day of _____, 20__ (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. **Extension of Agreement.** City may elect to extend this Agreement for ____ (__) additional ____ year (__) terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

4. **Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. **Work.**

5.1. **Services.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. **City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. **Professional Requested Modification in Services.** Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the

Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work. Compensation for any additional Services shall not exceed _____ Dollars (\$_____) per hour.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed _____ Dollars (\$_____) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. City shall pay Professional an initial deposit in the amount of _____ Dollars (\$_____) within five (5) business days of the Effective Date of this Agreement ("Deposit").
OPTIONAL—DELETE IF NOT NEEDED

6.3. Subsequent Payments. City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

7. **Notice to Proceed.** Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed"), with which City shall also deliver the Deposit.

8. **Time of Performance.** Professional warrants that it will commence performance of the Services within _____ () calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. **City Assistance to Professional.** Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which may be required to perform its obligations under this Agreement, with the exception of items of City assistance provided in **Exhibit B: City Assistance to Professional** ("City Assistance to Professional"). City shall furnish to Professional only the facilities, equipment, materials, information, personnel and administrative assistance listed in **Exhibit B**. Notwithstanding the foregoing, City shall cooperate with Professional and shall not actively interfere with Professional's performance of Services under this Agreement. **OPTIONAL—DELETE IF NOT USED. DO NOT INCLUDE EXHIBIT IF NOT USED.**

10. **Time and Personnel Devoted to Services.** Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

11. **Performance by Qualified Personnel; No Subcontracting.** Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

12. **Representations of Professional.** City relies upon the following representations by Professional in entering into this Agreement:

12.1. **Qualifications.** Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

12.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

12.5. No Conflict of Interest. Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability

insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

14. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the Contractor Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

15. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

16. Excusable Delays; Notice to Other Party of Delay. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional's financial inability to perform; (b) Professional's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

17. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

19. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

21. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

22. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date

of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

23. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

24. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

25. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Waiver of Subrogation. With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every

kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively “Liabilities”). Such obligations to defend, hold harmless, and indemnify City and City’s Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City’s Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City’s Agents.

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

29. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional’s Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

30. Professional Not Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

31. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

32. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days’ written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City:

City of Turlock
Attn: Department Director
156 S. Broadway, Suite XXX
Turlock, CA 95380-5461

With courtesy copies to:

Churchwell White LLP
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Professional:

Attn: _____

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-_____
E-mail: _____@turlock.ca.us

34. Interpretation. As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

35. Use of City Project Number. Professional or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this Section shall preclude Professional or its subcontractors from using their own project numbers for their own internal use. **OPTIONAL—DELETE IF NOT USED.**

36. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

37. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

38. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

39. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or

federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

40. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

41. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

42. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

43. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

44. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

45. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

47. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

48. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

49. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

50. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

51. Attorney's Fees and Costs. If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

52. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

53. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

_____, a

By: _____

Print Name: _____

Title: _____

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____

Toby Wells, P.E., City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

NAME, DIRECTOR

APPROVED AS TO FORM:

By: _____

Douglas L. White, City Attorney

ATTEST:

By: _____

Jennifer Land, City Clerk