

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, OCTOBER 7, 2021**

**SPECIAL MEETING 6:30 PM
LOCATION: 6826 Hazel Ave. Orangevale, CA 95662**

NOTE: The Board of Directors may take up any Agenda item at any time, regardless of the order listed. Action may be taken on any item on the Agenda.

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

Any person may address the board upon any subject within the jurisdiction of the Orangevale Recreation & Park District with each speaker being limited to three minutes. However, the Chairperson can impose reasonable limitations to the maximum time per person and per agenda item to allow the Board to complete its business. Any matter that requires action will be referred to staff or committee for a report and action at a subsequent meeting.

6. NEW BUSINESS

a. Approval of the agreement with the Sacramento Regional Conservation Corps to provide tree and shrub pruning/chipping services at District parks and nature areas in the amount of \$7,643.52 (pg 2-14)

b. Discuss the Needs Assessment report we received from Aquatic Design Group with a primary focus on the options for repairing a sizable crack in the pool and a related leak. Begin to formulate a plan to address priorities, timeline, and budget for swimming pool projects (pg 15-42)

7. DIRECTOR'S AND STAFF'S COMMENTS

8. ITEMS FOR NEXT AGENDA

There will be a Regular Meeting of the Board of Directors on Thursday, October 14, 2021 at 6:30pm

9. ADJOURNMENT

NOTE: This meeting will not be broadcasted or held on Zoom. Guests are welcome to attend the meeting. Due to Covid-19 guidance, face coverings are required indoors.

NOTICE:

As presiding officer, the Chair has the authority to preserve order at all Board of Directors meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.

People with disabilities may request accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for accommodations must be made with 72 hours prior notice. If you require accommodations, please contact the Orangevale Recreation & Park District main office at (916) 988-4373.

Directors can be reached at: director@ovparks.com

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

STAFF REPORT



DATE: 10-7-21

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVE THE AGREEMENT WITH THE SACRAMENTO REGIONAL CONSERVATION CORPS TO PROVIDE TREE AND SHRUB PRUNING/REMOVAL SERVICES AT DISTRICT PARKS AND NATURE AREAS IN THE AMOUNT OF \$7,643.52

RECOMMENDATION

Approve the Agreement with the Sacramento Regional Conservation Corp to provide tree and shrub pruning/removal services at District parks and nature areas in the amount of \$7,643.52.

BACKGROUND

The contract services with the Sacramento Regional Conservation Corps was included in the 2021/22 Fiscal Budget in the amount of \$20,000. The District is contracting with the Corps for three days of work in the amount \$7,643.52 at some or all of these parks and nature areas: Orangevale Community Center Park, Orangevale Community Park, Sundance Natural Area, and Rollingwood Open Space to remove fallen trees, remove deadwood from trees, remove non-native species and privets, and reduce combustible material. The dates of service are October 19, 20, and 21. The remaining budget amount may be utilized in the spring of 2022.

MOTION TO CONSIDER

I move we approve the Agreement with the Sacramento Regional Conservation Corps in the amount of \$7,643.52.

AGREEMENT

This Agreement is made and entered into this 1st day of October 2020, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and Sacramento Regional Conservation Corps, hereinafter referred to as "Contractor". Contractor will provide on behalf of the District, a project consisting of tree, shrub and stump removal, tree pruning, and general clean-up of debris (the "Project"). The Project will be located among various District properties within Orangevale, CA which may include: Orangevale Community Center Park at 6826 Hazel Ave.; Orangevale Community Park at 7301 Filbert Ave.; Sundance Nature Area at 13120 Fair Oaks Blvd.; and Rollingwood open space near the corner of Main Ave. and Winding Oak Dr. This agreement will be for a total of **three** days.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the "Act") which allows the District to seek informal bids for projects up to One Hundred Seventy-Five Thousand Dollars (\$175,000.00); and

WHEREAS, the Act authorizes the District to enter into a negotiated contract and/or issue a purchase order for a project of Forty-Five Thousand Dollars (\$45,000.00) or less; and

WHEREAS, the District has determined that the cost of the Project would be less than Forty-Five Thousand Dollars (\$45,000.00); and

WHEREAS, the District has determined that it is in the best interest of the District to enter into this contract with Contractor for the construction of the work herein mentioned; and

WHEREAS, Contractor has agreed to perform the work specified in said plans and specifications for the amount set forth herein;

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The project drawings, specifications for the project; the Notice to Contractors Inviting Informal Bids, if any; the Instructions to Bidders, if any; the bid and proposal of Contractor, all other required bidding documents, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement and the documents which describe the work to be performed.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

If Contractor should perceive an error, omission, or conflict in the Contract Documents, it will promptly notify the District representative in writing. The District representative will promptly resolve conflicts, errors and omissions by written instructions, which Contractor will promptly follow. If Contractor proceeds with work based on error, omission or conflict in the Contract Documents, without instructions from the Architect, it will be at the risk and expense of Contractor.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, other required permits, sales taxes, shop drawings and samples to complete in a workman-like manner, the following work: 1) Removal of dead or downed trees, privets, stumps, non-native plants, tree pruning, and chipping at Orangevale Community Park, 7301 Filbert Avenue; 2) Removal of dead or downed trees, privets, stumps, non-native plants, tree pruning, and chipping at Sundance Natural Area, 13120 Fair Oaks Blvd.; 3) Removal of dead or downed trees, privets, stumps, non-native plants, tree pruning, and chipping at Orangevale Community Center Park at 6826 Hazel Ave.; and 4) Removal of dead or downed trees, privets, stumps, non-native plants, tree pruning, and chipping at Rollingwood open space near the corner of Main Ave. and Winding Oak Dr. These jobs will require several individuals that can operate chain saws, power pruners, chippers (if possible), and various hand tools. The District provides the chipper.

This contract is for **three days** of work for a crew of six corps members with a crew supervisor. The daily billing rate of \$2,547.84 includes labor, all common landscape hand and power tools, and insurances. The current days scheduled are October 19, 20, and 21, 2021.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job site, the Contract Documents, as well as the building codes, laws and regulations including those of any other public entities that are applicable to the work. The contract price includes all work, as shown in the Contract Documents, the plans and specifications, the contract drawings, and any other documents as specified, needed to provide a finished, complete and operating facility in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work 14 calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within 14 calendar days from said written notice.

Should Contractor fail to complete the work described in this Agreement and the other Contract Documents incorporated herein within the time fixed for completion, Contractor shall be liable to the District in the sum of 0.00 Dollars (0.00) per calendar day each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages. It is expressly agreed and stipulated by and between the parties hereto that said liquidated damages do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to the District as the result of any failure to complete said work within the period of time specified in the Contract Documents.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: Two thousand five hundred forty-seven dollars and 84 cents per day or \$7,643.52 for the three day contract. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

No payment will be made until defective work and materials have been removed, replaced and made good in accordance with the Contract Documents. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall provide to the District an Unconditional Waiver and Release for every subcontractor and/or entity providing materials and supplies on the job prior to release of final payment. The Unconditional Waiver and Release shall be in the form attached as Exhibit A to this Agreement. Thirty-five (35) calendar days from and after the issuance of the Notice of Completion, the balance of the contract price remaining unpaid will be paid to Contractor under certificate issued by the District, provided there are no mechanic's liens of record or stop notices in effect at that time, or defective work to be repaired.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of

such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

LABOR LAW LIMITATIONS ON WORK HOURS

6. Contractor agrees to follow all labor laws associated with and required under California legislation regulating the California Conservation Corps.

INSURANCE

7. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability, Property Damage and Contractual Liability Insurance.

Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the above-mentioned classes for which the District might be held liable on account of Contractor failing to pay such damages, and deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of its responsibilities to acquire insurance under this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed,

either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Act by reason of an employee of Contractor being injured or killed while engaged in the course and scope of his employment. The District may deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of his responsibilities to obtain such insurance pursuant to this Agreement.

By execution of this Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Contractor agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such cancellation or reduction.

Should Contractor fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

INDEMNIFICATION

8. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required

to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

CHANGE ORDERS

9. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor, Architect, and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work that exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District and/or Architect of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such additional quantities.

WARRANTY

10. Contractor agrees that the work shall be performed in accordance with the Contract Documents and industry standards. Contractor unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

CORRECTION OF WORK AND BACK CHARGES

11. Contractor will immediately, upon written orders of the District and/or Architect, correct any defect or deficiency in the work, equipment or materials. The District may withhold from Contractor, any amounts it reasonably estimates to be necessary for the correction of defective work if Contractor fails to repair and/or replace such defective work after request by the District and/or Architect.

CLEANUP

12. Contractor will continuously clean the job site, and keep it in a safe, orderly and neat condition. At the completion of the work, the entire job site will be left in a broom-clean condition.

CONCEALED CONDITIONS

13. Contractor has examined the job site, the Contract Documents and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by Contractor obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and/or unknown conditions.

CONTRACTOR AS INDEPENDENT CONTRACTOR

14. The parties hereto agree that at all times during the term of this Agreement, Contractor and Contractor's employees hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of the District. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the services required by this Agreement and for coordinating all portions of the work required by this Agreement. The District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor and Contractor shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of their employment.

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless

from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

Contractor represents that it, and its subcontractors, are properly licensed and will remain so during the progress of the work.

DEFAULT BY CONTRACTOR

15. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Contract Documents, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages and/or costs of completion assessed by the District against the Contractor pursuant to the provision of this Agreement.

SAFETY

16. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

PERMITS AND INSPECTIONS

17. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this

Agreement as well as calling for and obtaining all required inspections during the course of the work on the project which is the subject matter of this Agreement. Contractor is not relieved of its obligations pursuant to this paragraph by virtue of the District's assistance in procuring the necessary permits.

MISCELLANEOUS PROVISIONS

18. Contractor shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without the District's prior written consent. In the event of any such purported assignment without the District's prior written consent, the District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor. If this Agreement is so terminated, the District may contract for the completion of the work or complete the work itself. If the cost and expense of completing the work, when added to the sum of amounts previously paid Contractor under this Agreement and any amounts due but unpaid to Contractor at the time of such termination, exceed the contract price, the District may deduct the amount of the excess from any such amounts then due Contractor. If the amount of such excess is larger than the amounts then due Contractor, Contractor shall immediately pay such excess or the balance thereof to the District, failing which recourse may be made immediately to Contractor's bond. If the Agreement is so terminated, Contractor agrees to waive and hereby does waive all other claims against the District for profits, loss, or damage because of such termination.

19. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

20. It is expressly hereby agreed that time is of the essence of this Agreement including all Contract Documents incorporated herein.

21. This Agreement shall be governed and construed according to the laws of the State of California.

22. This Agreement, together with all Contract Documents expressly incorporated herein by reference, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor to the District, and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the other Contract Documents shall be valid or binding.

23. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall

not be, or shall not be construed to be a waiver of any breach of any term, covenant, or condition of this Agreement

24. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

25. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

26. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the District and Contractor. Said amendment shall be attached to this Agreement.

27. Any notices to be given pursuant to this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of the date of deposit in the mail.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND PARK DISTRICT has, by order of its Board of Directors, caused this Agreement to be signed by the Chairperson and Secretary of said Board of Directors and Contractor has executed this Agreement on the date and year first above written.

ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California

By  _____
Barry Ross, District Administrator

CONTRACTOR

SACRAMENTO REGIONAL CONSERVATION CORPS

By _____
Paula Birdsong, Executive Director

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has received the following progress payment:
\$ _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____



ORANGEVALE SWIMMING POOL NEEDS ASSESSMENT

SEPTEMBER 2021





Table of Contents

SECTION	PAGE
A. SCOPE	3
B. CODES	5
C. SWIMMING POOL DATA	6
D. PROGRAMMING	7
E. CODE VIOLATIONS	8
F. FUTURE MAINTENANCE ITEMS	17
G. PROFORMA BUDGETS	24
H. SUMMARY	28



Aquatic Design Group (ADG) visited the Orangevale Swimming Pool located in Orangevale, California on August 12, 2021 to perform an assessment of the swimming pool, as well as its systems and equipment. The swimming pool was not open for use and its systems were turned on during ADG's site visit. The facility has the following body of water:

- **An outdoor 8,017 square foot swimming pool with eight (8) 25-yard lanes, a zero-depth beach entry and a water slide**

Staff representing the Orangevale Recreation and Park District met with ADG during the site visit and included Barry Ross, Horacio Oropeza and Jason Bain. Specific scope items for this assessment include (pasted directly from the formal agreement between ADG and the Orangevale Recreation and Park District):

- Visit the project site and meet with staff to determine facility program needs and other issues to be addressed.
- Document existing conditions, including identification of code violations and safety / maintenance concerns.
- Prepare a written report outlining observations and making recommendations for mitigation.
- Prepare a series of potential design options for consideration by CLIENT, including, but not limited to: renovation of existing pool with no change in program; removal and replacement of existing pool with moderate program enhancement; and removal and replacement of existing pool with extensive program enhancement.
- Provide rough order of magnitude opinion of probable cost estimates for each potential option.
- Forward draft copy of report with design options for CLIENT review and comment.
- Upon receipt of CLIENT comments, prepare final report and provide digital copy in Adobe .pdf format.

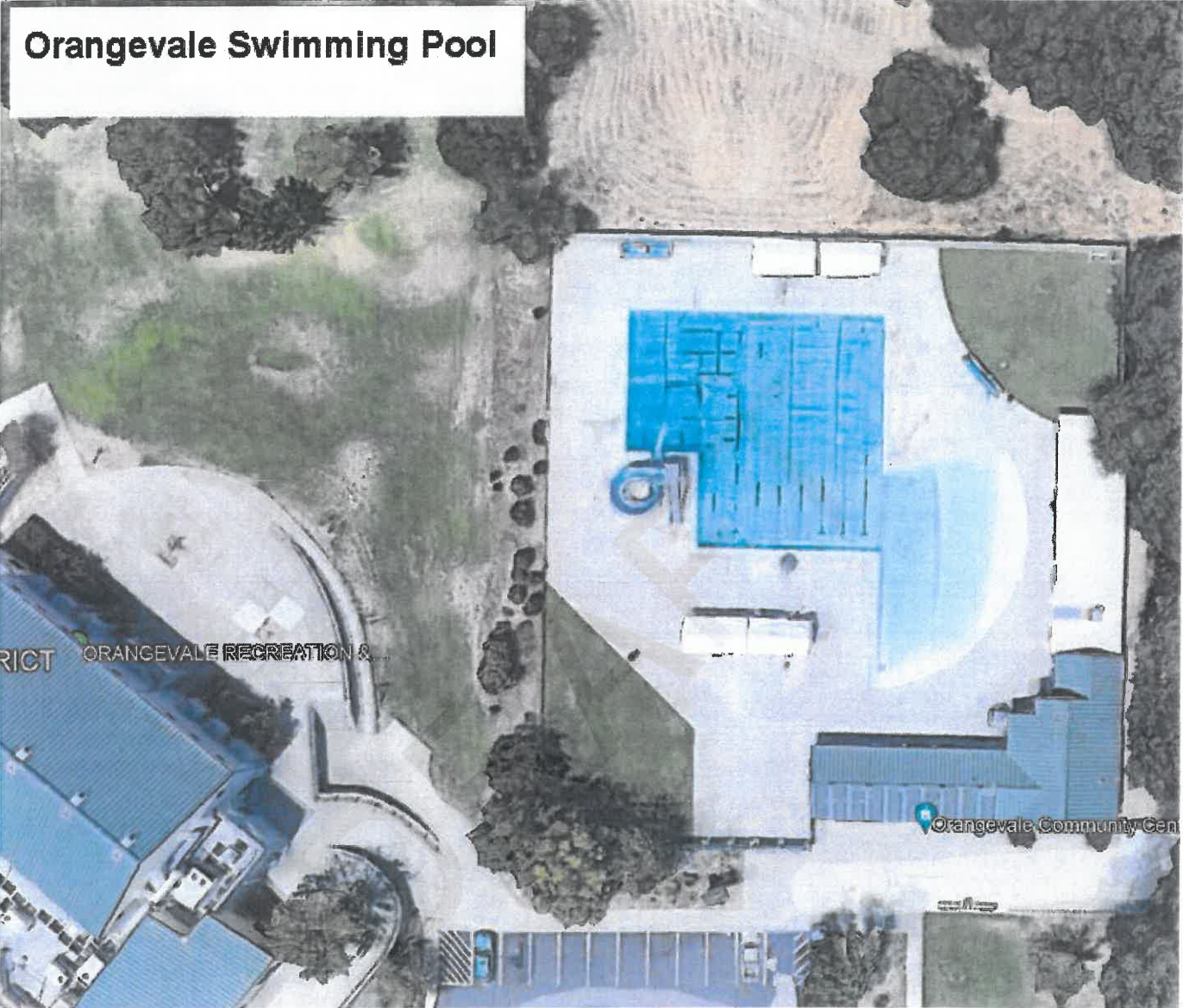
The following report includes a summary of the existing conditions, code violations, deficiencies and proposed improvements for rehabilitation of the Orangevale Swimming Pool and its equipment. The scope of this report includes the swimming pool, pool deck areas, and pool mechanical equipment. It excludes the structural integrity of the swimming pool shell and appurtenances, and accessibility in path of travel to the swimming pool area and within the adjacent buildings. 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 Orangevale Recreation and Park District. 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 or State Inspector may allow the swimming pool to legally operate in non-compliance of current standards, liability of any health and safety risks to the public may still remain. We therefore recommend that these issues be reviewed on an individual basis to determine the disposition and possible remedies for each violation. Some violations may be due to modifications to the code over the years. Providing that a violation is not deemed an immediate health or safety risk the County Environmental Health Services Department or State Inspector 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 County Environmental Health Services Department or State Inspector would demand that the violations be brought into compliance.

In addition to the code violations being of concern to the County Environmental Health Services Department, they may be of concern to the District's Risk Manager as well. If a facility is in violation of the current 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 a grandfatherable violation 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 and deck. To comply, every swimming pool must have a primary means of access into the water. This can include a wheelchair ramp or an accessible lift. The scope of this report is for the swimming pool and pool deck.



Aerial View of Orangevale Swimming Pool

Therefore, access from the street or parking areas to the Orangevale Swimming Pool and the adjacent buildings are not covered therein.

The estimated opinion of probable costs identified in the itemized sections of "E" thru "F" 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.



Zero-Depth Beach Entry in Swimming Pool

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

- **Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)**
- **Americans with Disabilities Act (ADA)**
- **International Plumbing Code (IPC), 2018 Edition**
- **International Building Code (IBC), 2021 Edition**
- **California Building Code (CBC), Chapter 31B, 2019 Edition**
- **International Mechanical Code (IMC), 2021 Edition**
- **International Fire Code (IFC), 2021 Edition**
- **International Swimming Pool and Spa Code (ISPSA) Standards, 2021 Edition**
- **Federation Internationale De Natation (FINA) Standards**
- **Model Aquatic Health Code (MAHC), 2018 Edition**
- **National Swimming Pool Foundation Standards (NSPF)**
- **Pool and Hot Tub Alliance Standards (PHTA)**
- **Federal Virginia Graeme Baker Pool and Spa Safety Act (VGSA)**
- **California AB1020 (AB1020)**
- **Occupational Safety and Health Administration (OSHA)**



C. SWIMMING POOL DATA

The Orangevale Swimming Pool was built in 1997. As-built drawings for the swimming pool were provided to ADG. The data compiled in this section of the report is based upon information from Orangevale Recreation and Park District staff as well as images taken by ADG and observations made during the site visit.

Swimming Pool:

- **Dimensions:** 82'-0" long x 75'-0" wide in main swim area (per as-built drawings)
- **Perimeter:** 490 linear feet (per satellite measurements)
- **Surface Area:** 8,017 square feet (per as-built drawings)
- **Volume:** 333,417 gallons (per as-built drawings)
- **Lanes:** Eight (8) 25-yard (observed during site visit)
Five (5) 25-meter (observed during site visit)
- **Depths:** 0'-0" to 12'-6" (per depth markers observed during site visit and as-built drawings)
- **Finish:** Plaster and tile (observed during site visit)
- **In-Pool Lights:** Sixteen (16) (observed during site visit)
- **Pool Main Drains:** Two (2) 24'-0" x 24'-0" main drains to draw water from the pool bottom for recirculation (observed during site visit)
- **Water Slide Main Drains:** Two (2) 12'-0" x 12'-0" main drains to draw water from the pool for recirculation (observed during site visit)
- **Gutter:** Rim-Flow / Deck Level Gutter system (observed during site visit)
- **Ingress and Egress:** Four (4) sets of grabrails with steps and Zero-Depth Beach Entry (observed during site visit)
- **Racing Platforms:** None on deck, in storage (observed during site visit)
- **Water Slide:** Open flume body slide (observed during site visit)
- **Floor Inlets:** Thirty-five (35) (observed during site visit)
- **Code Minimum Flow Rate:** 927 Gallons Per Minute (333,417 Gallons / 6 Hours / 60 Minutes)
- **Design Flow Rate:** 927 Gallons Per Minute (per as-built drawings)
- **Actual Flow Rate:** 840 Gallons Per Minute (per flow meter reading)
- **Design Turnover Rate:** 6-Hours (Chapter 31B requirement of 6 hours or less)
- **Actual Turnover Rate:** 6.62 Hours (333,417 Gallons / 840 Gallons Per Minute / 60 Minutes)

The pool deck is natural color concrete with a medium broom finish and slopes to both trench and area drains.

Mechanical and Chemical Systems: (Observed During Site Visit)

- **High Rate Sand (H.R.S.) Filter Tanks (x5)**
 - Make: EPD, Model: 501
 - Total Filter Surface Area: 67.5 square feet



Filter Tanks

- **Recirculation Pump and Motor**
 - Make: Paco, Model: Unknown, 25 horsepower
- **Water Slide Booster Pump**
 - Make: Paco, Model: Unknown, 5 horsepower
- **Hair and Lint Strainer**
 - Make: Fluidtrol, Model: SWM116108031
- **Heating System:**
 - Make: Teledyne Laars, Model: Mighty Therm AP24501
 - Efficiency: 82%
 - 2,009,000 BTU
- **Chemical Control Monitor**
 - Make: Chemtrol, Model: PC 2000
- **Sanitation**
 - Make: PPG, Model: Series 3000
 - Calcium Hypochlorite Tablets
- **pH Control**
 - Liquid Muriatic Acid mini bulk tank
 - 100 gallon mini bulk tank
 - Stenner 45M5 chemical metering pump: 2.08 gallons per hour feed rate capacity
- **Chemicals Stored in Mechanical Room**
 - Granular unstabilized calcium hypochlorite and sodium carbonate
- **Suction and Return Pipe Size and Flow Velocity**
 - 8-inch schedule 80 PVC, 6 feet per second @ 840 gallons per minute (actual flow rate)



ADG interviewed Orangevale Recreation and Park District staff to determine programming needs for the swimming pool. The following programs were identified for service to the Orangevale community:

- Lap Swimming
- Recreational Swimming
- Learn-to-Swim Classes
- Lifeguard Training
- Age Group Competitive Swimming
- Rentals (Birthday Parties)
- Open Water Slide Time

Staff indicated no new or additional programming is desired for the Orangevale Swimming Pool and confirmed that the swimming pool accommodates existing programs well. Staff also indicated that there is a desire to add a sprayground to the facility and confirmed that an existing masterplan for the facility includes a 2,880 square foot sprayground. In section "G" of this report, a 2,880 square foot sprayground layout utilizing the existing site footprint is explored with capital expenses.



25-Yard Lanes



E. CODE VIOLATIONS

ADG has determined that the following eight (8) items at the Orangevale Swimming Pool do not comply with current code standards. For each item within the report a description of the condition is given along with a reference to the code that applies. A suggestion of possible remedy and an opinion of probable cost is given for all items. The itemized estimates do not include general conditions and other costs that are typically added to any project for a total construction project cost. In the proforma section of this report the itemized costs are totaled to give an example of a total project cost.

ITEM	DESCRIPTION
1.1	Pool Turnover Rate
1.2	Pool Finish
1.3	Pool "No Diving" Markers
1.4	Pool ADA Compliant Access
1.5	Pool Chemical Safety Signage
1.6	Pool Safety Equipment
1.7	Pool Restroom Fixture Count?
1.8	Pool Circulation Gauges

connections in the mechanical room. The estimated costs for these items are also shown in section 2.3. The District should evaluate the accuracy of the existing flow meter before an official determination is made that the turnover rate is not being met.

**(Circulation Pump and Motor Estimated Cost-
\$15,000.00)**

(Filter System Estimated Cost- \$120,000.00)

(Piping Connections Estimated Cost- \$20,000.00)

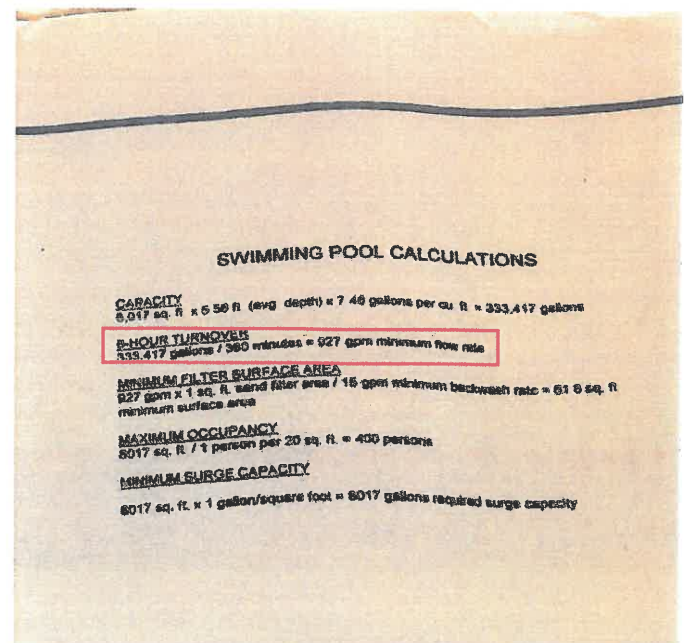
1.1 Pool Turnover Rate:

The turnover rate for the swimming pool should meet or exceed 6-hours, which at a volume of 333,417 gallons requires a flow rate of 927 Gallons Per Minute (GPM). The as-built drawings for the swimming pool provided to ADG show a designed flow rate of 927 GPM. The swimming pool flow meter read 840 GPM during the site visit. Title 24, Chapter 31B states the following:

3124B. Turnover Time. The recirculation system shall have the capacity to provide a complete turnover of pool water in:

1. One-half hour or less for a spa pool; and
2. One-half hour or less for a spray ground; and
3. One hour or less for a wading pool; and
4. Two hours or less for a medical pool; and
- 5. Six hours or less for all other types of public pools.**

If the observed flow rate is accurate the swimming pool is 87 gallons per minute shy of achieving code-required turnover of 6-hours or less (927 GPM). To meet code-required turnover a new pump and motor, filter tanks and related piping would be required. The new equipment would support the higher flow rate needed to achieve code-required turnover of 6-hours or less. The following estimated costs are for a new pump and motor, new filter tanks and circulation system piping



Designed Flow Rate for Swimming Pool



1.2 Pool Finish:

The surface of the pool is showing signs of age. Staff report that the pool surface is original and twenty-three years old and that plaster and crack patching have been utilized as short-term remedies for failing areas of surface in the pool. The pool has visibly stained and etched plaster in addition to eruptions and significant cracks.

The National Plasterers Association states that swimming pool plaster should be expected to last between 12-15 years under normal conditions. The cracks in the pool finish vary. One crack is small and cosmetic, meaning just the top surface of the plaster has cracked. Several other cracks are larger both in length and width and have been repaired in-house approximately 5 times over the course of the last 10 years. Such cracks indicate differential movement of the concrete slab and require substantial construction repair methods, beyond what a new plaster and tile finish provides. The larger cracks are located where the shallow end transitions to the deeper, main swimming portion of the pool. 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. Staff reported that the pool is leaking through the larger cracks in the pool surface. Destructive testing with the pool drained could determine how deep the cracks extend.

The plaster finish on the 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.

The plaster and tile finish for the pool should be replaced and any cracks repaired. Any surface cracks would be repaired with a new plaster and tile finish. Larger and deeper cracks can be repaired by sawcutting the affected areas of the floor, doweling into the existing slabs, laying down a double mat of steel and then shooting a new concrete floor. Crack repair and a new plaster and tile finish will improve safety for patrons and help protect against leaks and structural concerns.

Should the Orangevale Recreation and Park District be interested in alternative pool finish options, two such options exist. The first option is a RenoSys PVC liner. The second option is a Myrtha Renovaction System. A

RenoSys PVC liner is formed from 60-mil commercial grade PVC and is watertight and slip-resistant. The liner does need to attach to the existing gutter. It can either be attached to the gutter trench or all the way through the gutter trench to the deck edge caulking. The grating can be replaced at the same time. A Myrtha Renovaction System is a series of engineered, waterproof wall and floor panels that integrate into the existing pool structure. The materials are a combination of stainless steel and PVC laminate.

The plaster and tile estimate includes removal of all existing pool finish to bare concrete, crack repair and the installation of a new plaster and tile finish. All floor and wall lane markings as well as waterline tile would be replaced at the same time.

(Plaster and Tile Finish Estimated Cost- \$400,000.00)

The RenoSys PVC liner estimate includes prepping the pool surface and terminating the liner in the gutter trench. It also includes cut outs for all main drains, floor inlets and lights as well as markings for depths, lane lines and targets. In this estimate an additional \$5,000 is allotted for liner shipping and freight. The RenoSys PVC liner has a 10 year limited warranty and has a typical estimated life of 6-8 years.

(RenoSys PVC Liner Estimated Cost- \$120,000.00)

The RenoSys PVC liner can also be installed all the way through the gutter trench to the deck edge caulking. If this application method is chosen an additional charge for existing caulk removal and installation of new caulk is provided below.

(Caulk Estimated Cost- \$3,500.00)

Should there be a desire to replace the rim-flow / deck level gutter grating a RenoSys estimated cost for new PVC Interlock Grating is provided below. In this estimate an additional \$2,500 is allotted for gutter grating shipping and freight as well as disposal of existing gutter grating.

(RenoSys Gutter Grating Estimated Cost- \$25,000.00)

The Myrtha Renovaction System estimate includes the removal of all existing pool finish to bare concrete and the installation of the stainless steel PVC laminated panels. It also includes cut outs for all main drains and floor inlets as well as new underwater lights. Markings for depths, lane lines and targets are also integrated into the panels. In this estimate material shipping and freight is included, as well as disposal of existing pool finish.



E. CODE VIOLATIONS

The Renovation System has a 20 year limited warranty. The Renovation System is unique in that it integrates directly with the existing swimming pool structure, improving the structural integrity. The lamination on the panels also has less of a tendency to bubble in comparison to a RenoSys PVC liner. Below is the estimated cost for a Myrtha Renovation System.

(Myrtha Renovation System Estimated Cost- \$875,000.00)

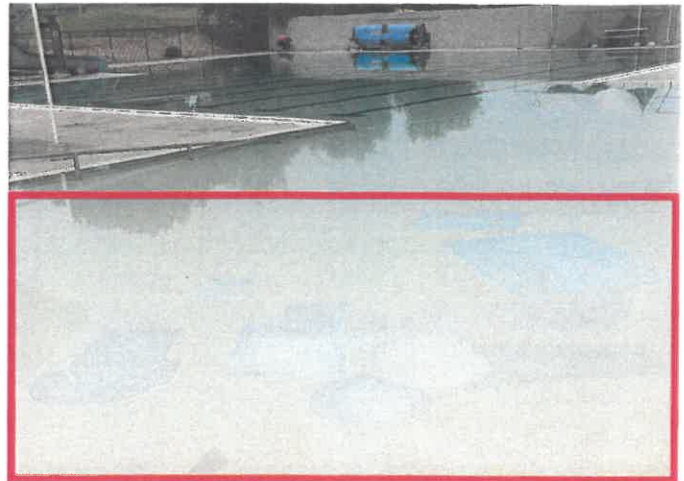
The above estimates are also reflective of costs associated with draining and refilling the pool with water as well as balancing the chemicals. Sometimes in older pools as existing plaster is removed underlying conditions can be worse than expected and consequently increase both the scope and cost of a pool finish renovation. It should also be noted that the existing larger cracks in the pool may not need to be repaired ahead of either a RenoSys PVC liner application or a Myrtha Renovation System application. The determination would be made during the preparation process. In a plaster and tile finish application the existing larger cracks would definitely need to be repaired.

In addition to the plaster finish failing, some of the deck edge tile by the rim-flow / deck level gutter is chipped, cracked and stained. If the plaster and tile option is chosen, the failing areas of tile can be chipped out and replaced during the project. The tile overall, and the gutter grating, can be deep cleaned during the project to remove dirt and stains. Should either liner option be chosen and the liner be applied in a way that wraps through to the deck edge any failing or dirty deck edge tile will not be a concern. The below estimated cost is for "as needed" deck edge tile repair.

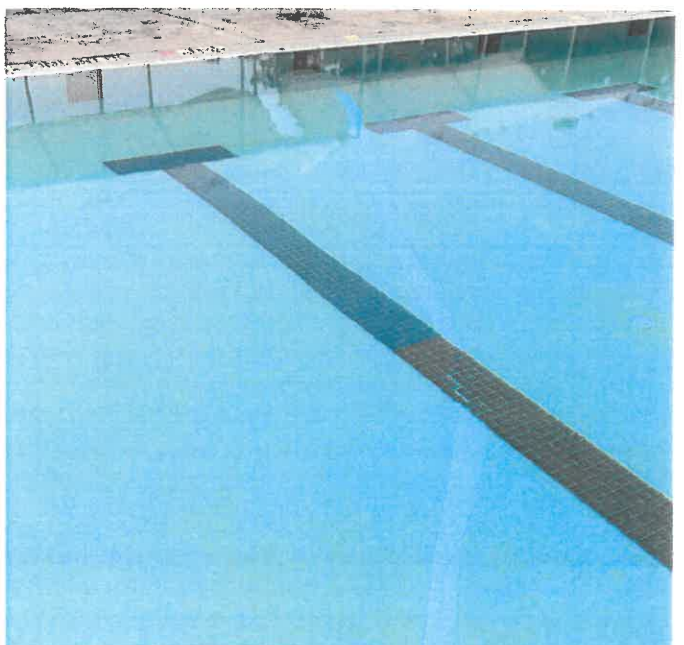
(Deck Edge Tile Estimated Cost- \$4,000.00)

Lastly, there is at least one area of gutter grating that is a safety concern. There is a section of gutter grating that is popping up, creating a slip, trip and fall hazard. The section is located at the northeast corner of the swimming pool closest to the zero-depth beach entry. That area of gutter grating should be securely fastened. Should there be a desire to completely replace the gutter grating during either a plaster and tile finish project or a Renovation System project an estimated cost for replacement gutter grating is provided below.

(Gutter Grating Estimated Cost- \$30,000.00)



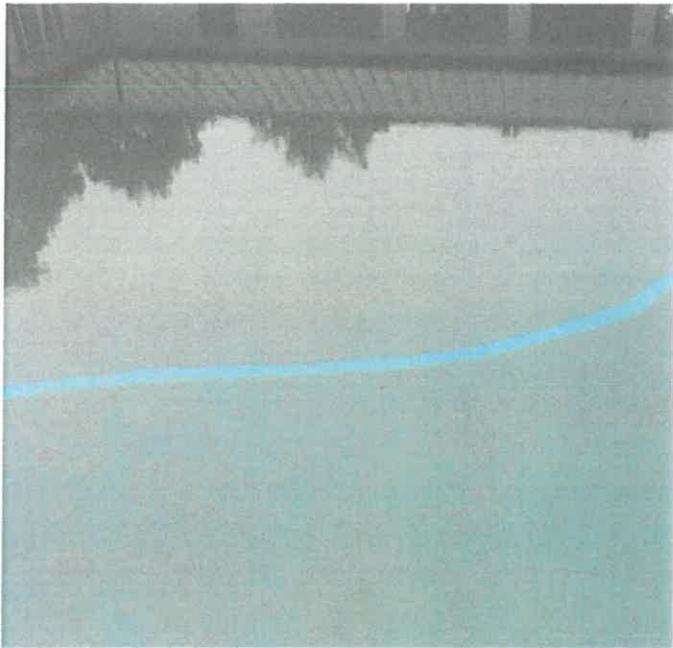
Existing Patch Repairs in Zero-Depth Beach Entry



Existing Crack Repair in Swimming Pool



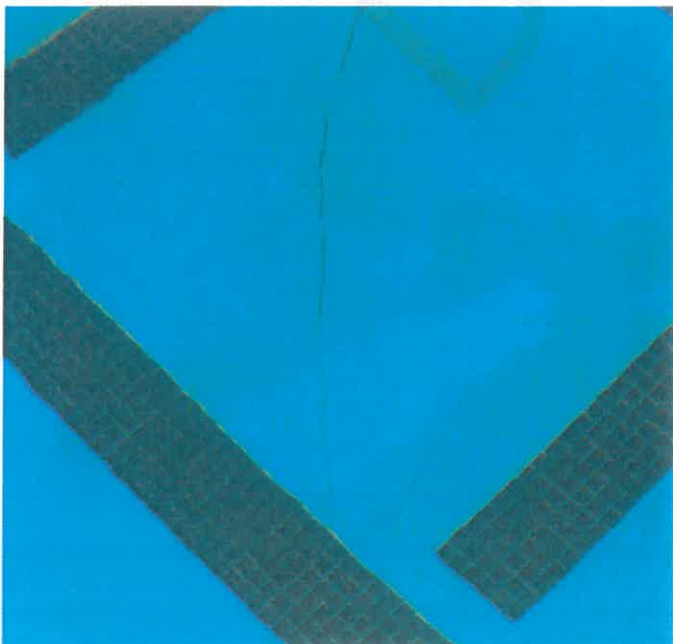
E. CODE VIOLATIONS



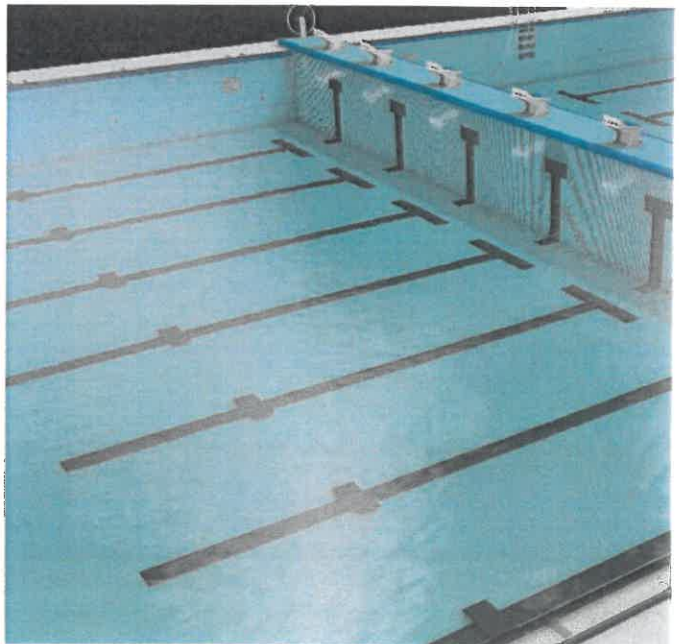
Existing Crack Repair in Swimming Pool



RenoSys PVC Liner



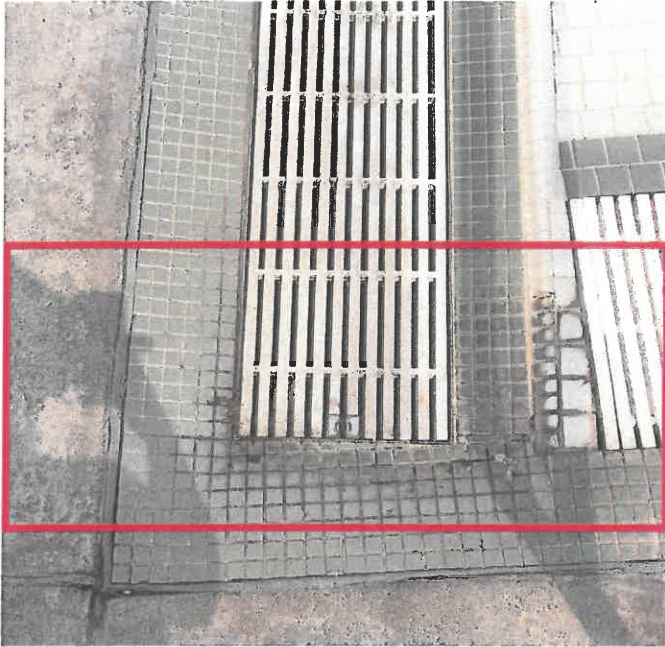
Existing Crack in Swimming Pool



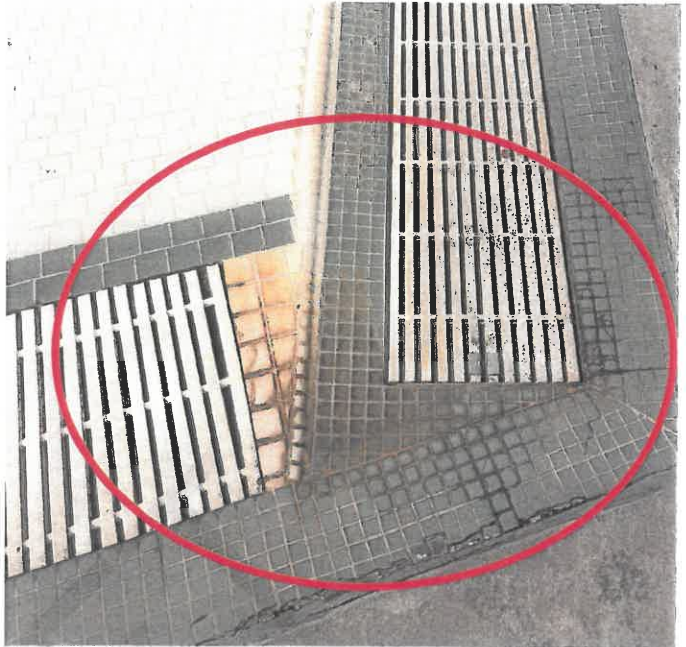
Renovation System



E. CODE VIOLATIONS



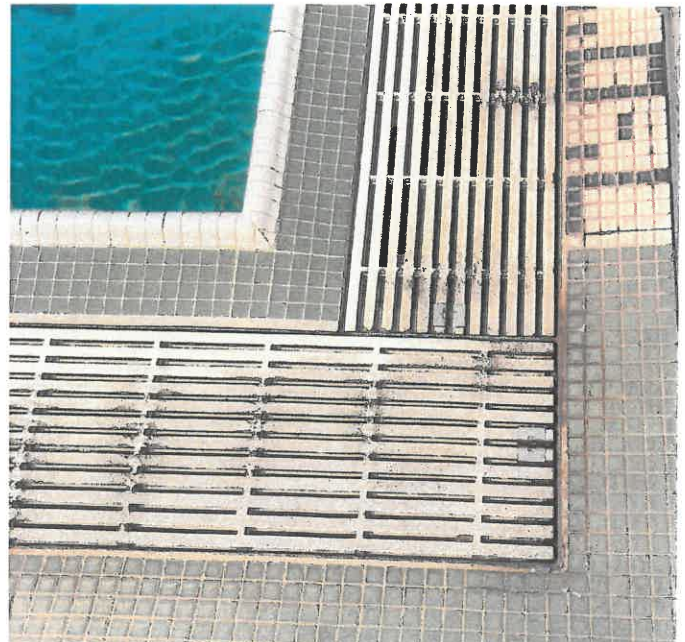
Failing Tile in Zero-Depth Beach Entry Area



Failing Tile in Zero-Depth Beach Entry Area



Gutter Grating Popping Up



Stained Gutter Grating



1.3 Pool "No Diving" Markers:

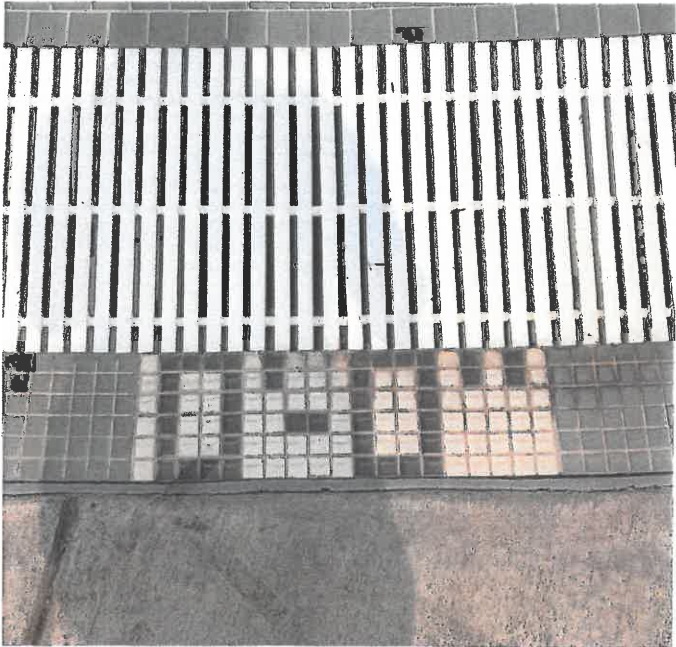
The swimming pool is missing code-compliant "No Diving" graphic markers next to ALL depth markers in areas where the water depth is 6-feet or less. The lack of proper "No Diving" graphic markers is in violation of Title 24, Chapter 31B:

3110B.5. No diving markers. For pool water depths 6 feet 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).

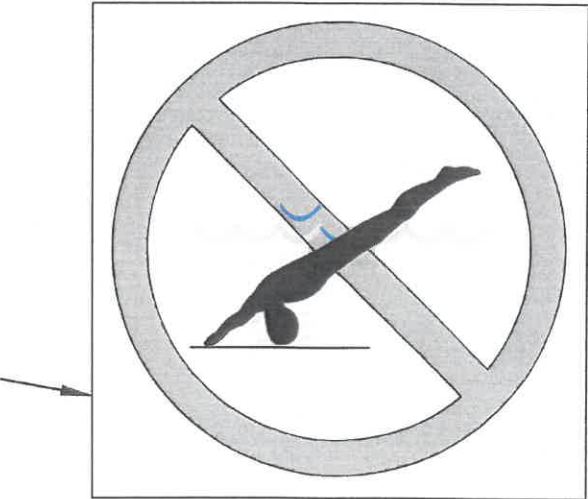
"No Diving" tile graphic markers can be installed by chipping out tile at ALL depth markers where the water depth is 6-feet or less to receive new "No Diving" tile graphic markers. If desired, instead of being installed in the existing tile the graphic markers can be installed in the deck by bushing down concrete to receive new "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 2.1 along with all other required safety markers. The following estimate is for a retrofitted install of "No Diving" tile graphic markers in the edge tile of the swimming pool.

("No Diving" Markers Estimated Cost- \$8,000.00)

Should a liner system be chosen as a pool finish the "No Diving" graphic markers can be incorporated into the liner system. They are included in the cost estimate in section 1.2.



Existing Shallow Depth Lacking "No Diving" Marker



Sample Design of "No Diving" Tile Graphic Marker



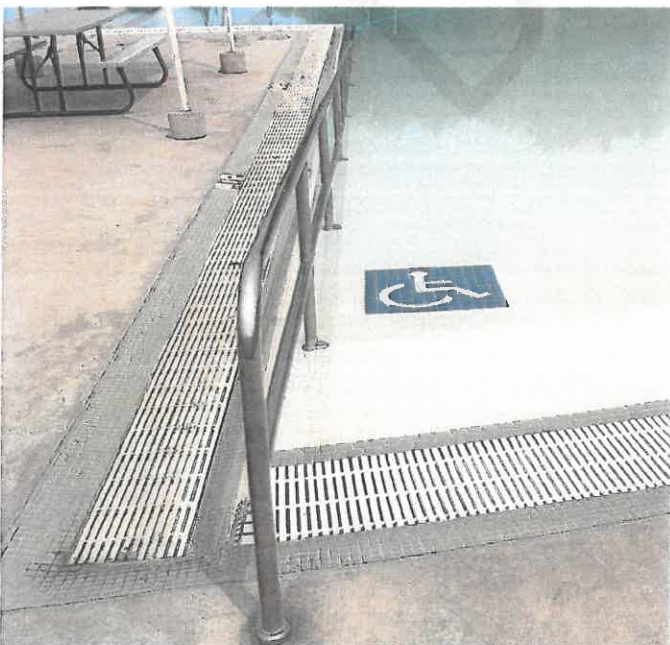
E. CODE VIOLATIONS

1.4 Pool ADA Compliant Access:

The swimming pool has partial ADA compliant access. The swimming pool is 490 linear perimeter feet and any swimming pool in excess of 300 linear perimeter feet must have two (2) accessible means of ADA compliant entry. The swimming pool therefore requires two (2) accessible means of ADA compliant entry. A compliant sloped entry or lift qualify as a primary means of accessible entry. A transfer wall, transfer system or accessible stairs qualify as a secondary means of accessible entry. You can also have two primary means of accessible entry to satisfy ADA and ADAAG requirements. The swimming pool already has a lift, although during the site visit it was in storage since the pool had already shut down for the season. The swimming pool also has a sloped entry, however it is not ADA compliant as it lacks double handrails with a width between 33 and 38 inches.

To satisfy ADA and ADAAG compliance the sloped entry should be modified to include ADA compliant accessible double handrails. These handrails can be easily added during a pool finish replacement project (section 1.2). An allowance is provided for costs associated with modifying the sloped entry to include ADA compliant accessible double handrails.

(Allowance for Double Handrails- \$15,000.00)



Existing Handrail at Sloped Entry

1.5 Pool Chemical Safety Signage:

The mechanical room houses calcium hypochlorite and muriatic acid. Calcium hypochlorite is an oxidizer, health hazard and physical hazard. It is considered highly reactive. Muriatic acid is a corrosive and health hazard. There are no placard signs on the mechanical room door to warn of the presence of the chemicals housed inside the room. The required signs are NFPA signs. The lack of NFPA signage for calcium hypochlorite and muriatic acid is in violation of Chapter 50 of the International Fire Code:

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 calcium hypochlorite and muriatic acid signage.

(Estimated Cost- \$200.00)



Sample NFPA Signage



E. CODE VIOLATIONS

1.6 Pool Safety Equipment:

The facility has one (1) ring buoy and two (2) shepherd's crooks for current code-required safety equipment (equipment observed on deck during site visit). It is possible that additional equipment was in storage since the pool had already shut down for the season. The swimming pool exceeds 75 feet in length and 50 feet in width, which means it needs a set of equipment on each opposing side of the pool. A set of equipment on each side of the facility would allow for faster rescues. The facility needs one additional ring buoy.

65540. Safety and First Aid Equipment. ...the pool operator shall ensure that the following safety and first aid equipment is provided and maintained readily visible and available for use at the public pool at all times:

A 17-inch-maximum (exterior diameter) life ring with an attached throw rope with a minimum 3/16-inch diameter. A 12-foot-minimum fixed-length rescue pole with a permanently attached body hook.

(c) For public pools that exceed 75 feet in length or 50 feet in width, the pool operator shall provide a rescue pole and a life ring on at least two opposing sides of the public pool at centralized locations.

Additional equipment should be purchased and installed. The following estimate is for the equipment.

(Estimated Cost- \$50.00)



Existing Set of Equipment on One Side of Facility

1.7 Pool Restroom Fixture Count:

The pool has the following restroom fixtures for **men**:

- Two (2) Toilets
- Two (2) Urinals
- Two (2) Lavatories
- One (1) Shower

The pool has the following restroom fixtures for **women**:

- Four (4) Toilets
- One (1) Lavatory
- One (1) Shower

The facility has the following outdoor shower fixtures on deck which qualify towards the shower fixture count:

- Seven (7) Showers

The facility 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 pools should have the following fixture count:

Men

- Four (4) Toilets
- Four (4) Urinals
- Three (3) Lavatories
- Five (5) Showers

Women

- Five (5) Toilets
- Three (3) Lavatories
- Five (5) Showers

Drinking Fountains

- Three (3) Drinking Fountains



The facility is lacking the following number of fixtures:

Men

- Two (2) Toilets
- Two (2) Urinals
- One (1) Lavatory
- One (1) Shower (Taking into account outdoor showers)

Women

- One (1) Toilet
- Two (2) Lavatories
- Zero (0) Showers (Taking into account outdoor showers)

Facility

- One (1) Drinking Fountain

A renovation is recommended to achieve proper restroom and facility fixture counts. A larger renovation would be required to ensure compliance with ADA and ADAAG guidelines. Further investigation by an architect would be required to determine any ADA compliance concerns. Modern restroom facilities at aquatic centers not only comply with ADA and ADAAG guidelines, they also include diaper changing stations and universal or all-gender restrooms. After review of this draft by the Orangevale Recreation and Park District, ADG can update this section of the report with the District's preferred means of addressing this violation complete with a cost estimate.

1.8 Pool Circulation Gauges:

The circulation pump for the swimming pool is missing a pressure gauge. It has two (2) vacuum gauges. Without pressure AND vacuum gauge readings, the total dynamic head (TDH) or measure of the system's resistance to flow, cannot be calculated. Such calculations provide a way to check pump and flow meter performance. A pressure gauge should be installed on the circulation pump to meet code. The lack of a pressure gauge is in violation of Title 24, Chapter 31B:

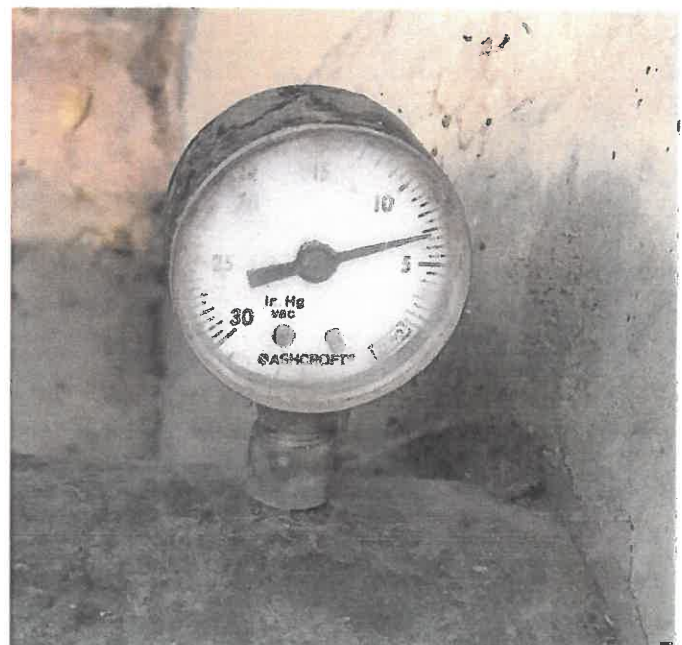
3125B.2. Gauges. A pressure and vacuum gauge shall be provided for each pump system. Each gauge shall have a scale range approximately 1 1/4 times the maximum anticipated working pressure or vacuum and shall be accurate within 2 percent of scale. The pressure gauge located on the filter shall be marked with the clean start up pressure reading.

The following estimate is for a pressure gauge installed on the circulation pump.

(Estimated Cost- \$100.00)



Outdoor Shower Towers



One (1) of Two (2) Vacuum Gauges



F. FUTURE MAINTENANCE ITEMS

The following five (5) items are future maintenance items for operations at the Orangevale Swimming Pool. A suggestion of possible remedy and an opinion of probable cost is given for all items. The itemized estimates do not include general conditions and other costs that are typically added to any project for a total construction project cost. In the proforma section of this report the itemized costs are totaled to give an example of a total project cost.

ITEM	DESCRIPTION
2.1	Pool Deck
2.2	Pool Main Drains
2.3	Mechanical Equipment
2.4	Chemical Equipment
2.5	Water Slide



Crack in Pool Deck

2.1 Pool Deck:

The deck for the swimming pool is in good condition and not in need of replacement in the near future. There are some cracks in the deck, but they are more of a cosmetic concern than a slip, trip and fall hazard. This is because none of these cracks are causing the concrete to shift and create differing elevations that are an easy toe catch. A few small areas where deck concrete is missing were also observed during the site visit. Those minimal areas can be patch repaired to prevent any slip, trip and fall hazards. In addition, any failing expansion joint mastik can be removed and replaced ahead of a deck replacement project.

A typical deck replacement would be a medium-broom finish concrete with slot drains and slopes of no less than 1 percent and no greater than 2 percent. Required deck depth markers and "no diving" markers should be replaced during deck replacement.

The deck replacement cost estimate below includes demo of the existing deck, new medium broom finish concrete, new deck anchors, new depth and safety markers, new slot drains and a new in-deck drainage system.

(Mastik Estimated Cost- \$5,000.00)

(Deck Replacement Estimated Cost- \$680,000.00)

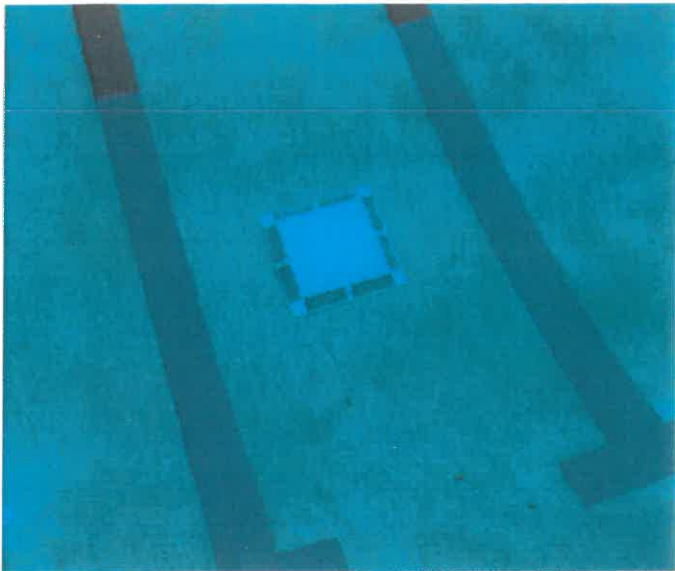
2.2 Pool Main Drains:

The swimming pool main drain covers are 24" x 24". The water slide main drain covers are 12" x 12". Main drains and covers must comply with Chapter 31B, the Virginia Graeme Baker Act and California AB1020. Main drain covers have expirations ranging from 5-20 years depending on the manufacturer. Main drain covers should always be replaced at or near their expiration. During a pool finish replacement project (section 1.2) the contractor can verify compliance for the main drains with Chapter 31B, the Virginia Graeme Baker Act and California AB1020. The following estimate is for new main drain covers for the Orangevale Swimming Pool should they be at or near their expiration. The estimate assumes no new equipment or construction is needed below the drain covers.

(Estimated Cost- \$6,000.00)



F. FUTURE MAINTENANCE ITEMS



One Main Drain in Swimming Pool

2.3 Mechanical Equipment:

The mechanical equipment for the swimming pool has been replaced as things have aged over time. The table below shows system components and current conditions (based on appearance during site visit) for the pool.

ITEM	CONDITION
Swimming Pool Circulation Pump / Motor	Poor
Swimming Pool Filter System	Average
Swimming Pool Heater	Average
Above Ground Swimming Pool Plumbing / Piping	Average
Water Slide Booster Pump / Motor	Poor

An average lifecycle for commercial swimming pool circulation pumps / motors is 8-10 years, 20 years for filter systems, 8-11 years for heaters and 15-20 years for plumbing / piping. It is ADG's recommendation to develop a budget that plans for equipment replacement based on lifecycles and current conditions. In addition to long-term planning, maintenance schedules should be maintained for all equipment to include daily, monthly, quarterly, semi-annual and annual tasks. Circulation pump motors should be serviced quarterly, filter media should be replaced every 5-7 years, filter backwash valves serviced annually and heaters should be serviced annually, to name a few important tasks. In addition, corroded plumbing / piping valves and hardware should be replaced ahead of failures. The following allowances can help Orangevale Recreation and Park District develop a budget for mechanical equipment lifecycle replacement for the pool.

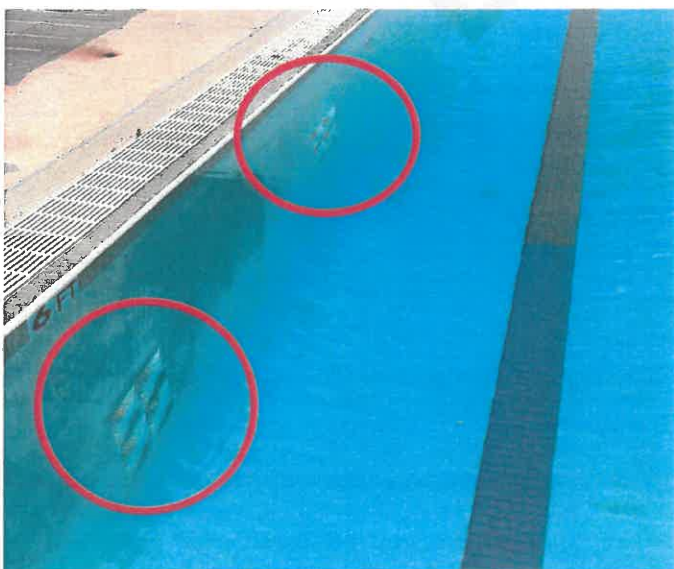
(Allowance for Circulation Pump / Motor- \$15,000.00)

(Allowance for Filter System- \$120,000.00)

(Allowance for Heater- \$50,000.00)

(Allowance for Above Ground Plumbing / Piping- \$20,000.00)

(Allowance for Booster Pump / Motor- \$8,000.00)



Main Drains for Water Slide

Staff report a desire to add a variable frequency drive at the swimming pool to help with energy conservation. Care should be taken to choose a circulation pump / motor that functions with a variable frequency drive. The estimated cost that follows is for a new variable frequency drive system for the swimming pool.



F. FUTURE MAINTENANCE ITEMS

(Variable Frequency Drive Estimated Cost- \$15,000.00)

Several mechanical equipment maintenance items were observed during the site visit. The water in the surge tank was very turbulent in the area where the float valve portion of the water level control system is located. This turbulent water may contribute to premature failure of the float valve. It is ADG's recommendation to install an alternative style of float valve called a vertical float valve. This style of float valve withstands turbulent conditions much better than horizontal float valves. The below estimated cost is for a new vertical float valve for the surge tank.

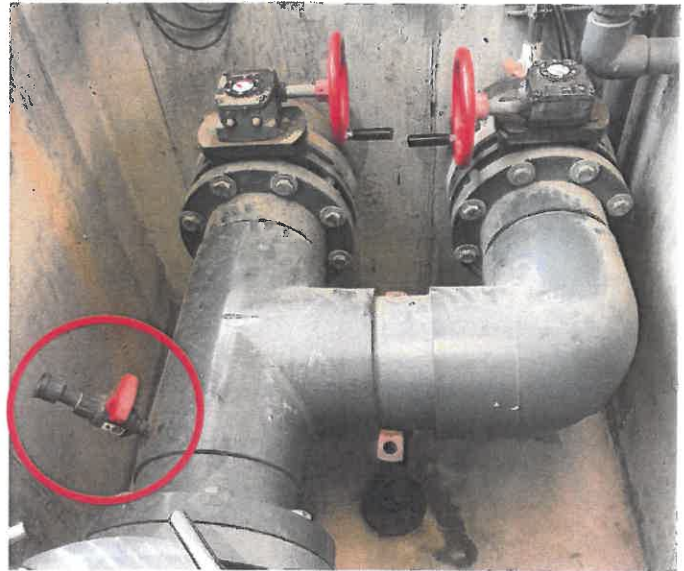
(Vertical Float Valve Estimated Cost- \$3,000.00)



Turbulent Water and Existing Float Valve

There is an abandoned pipe coming off the suction line in the pump pit that should be capped. Even with closed valves abandoned pipes can siphon air into the system, affecting flow, effectiveness and function. An allowance for PVC pipe capping equipment is provided below.

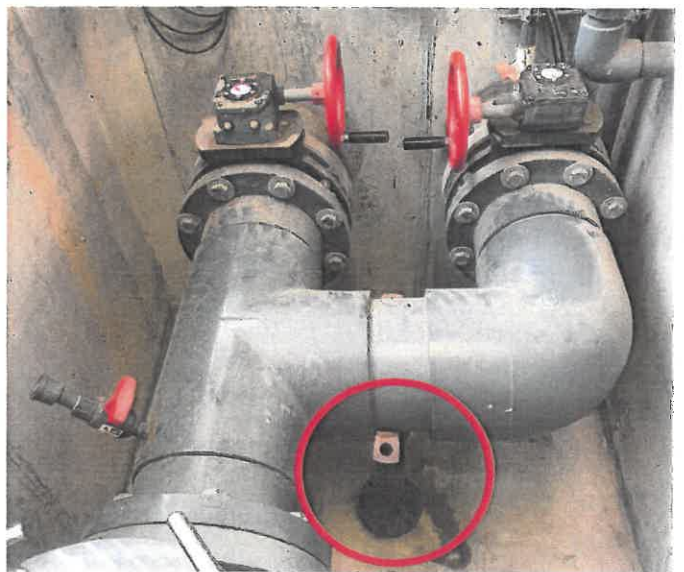
(Capping Equipment Estimated Cost- \$10.00)



Abandoned Pipe

The suction piping in the pump pit has a pipe stand in place but it is not secured to the pipe or the pump pit floor. Without proper fastening, its full function is jeopardized. The pipe stand should be properly fastened with securing equipment and hardware. An estimated cost for equipment and hardware is provided below.

(Fastening Equipment and Hardware Estimated Cost- \$50.00)



The heater for the swimming pool is original and is considered 82% thermal efficient. Modern aquatic centers are utilizing heaters that are up to 97% thermal



F. FUTURE MAINTENANCE ITEMS

efficient, resulting in significant energy savings compared to older heaters. In addition to energy savings, modern swimming pool heaters have lower emissions, easier maintenance and sealed combustion. It is ADG's recommendation that Orangevale Recreation and Park District plan for heater replacement in the near future to improve operations costs, increase environmental stewardship and improve safety. An allowance for heater replacement is provided in the beginning of this section, 2.3.



Existing Heater for Swimming Pool



Aging Water Slide Booster Pump and Motor



Aging Circulation Pump and Motor



Filter Tanks



F. FUTURE MAINTENANCE ITEMS

2.4 Chemical Equipment:

The chemical equipment for the swimming pool has been replaced as things have aged over time. The table below shows system components and current conditions (based on appearance during site visit) for the pool.

ITEM	CONDITION
Swimming Pool Chemical Control Monitor	Average
Swimming Pool Chlorine System	Average
Swimming Pool Acid Feed System	Average

An average lifecycle for commercial swimming pool chemical control monitors is 10-20 years, 8-10 years for chemical metering pumps and erosion feed systems, and 12-15 years for chemical mini bulk tanks. Being that these systems manage chemicals, variations exist based on environmental factors such as ventilation in rooms, standard of maintenance care, chemistry of domestic water, etc. It is ADG's recommendation to develop a budget that plans for equipment replacement based on lifecycles and current conditions. In addition to long-term planning, maintenance schedules should be maintained for all equipment to include daily, monthly, quarterly, semi-annual and annual tasks. Chemical control monitors should be calibrated monthly, chemical tubing serviced quarterly, and erosion feed systems cleaned monthly to name a few important tasks.

The following allowances can help the Orangevale Recreation and Park District develop a budget for chemical equipment lifecycle replacement for the pool.

(Allowance for Chemical Control Monitor- \$25,000.00)

(Allowance for Chlorine System- \$10,000.00)

(Allowance for Acid Feed System- \$15,000.00)



Chlorine Tablet Erosion Feed System

The above tablet erosion feed system works well and requires minimal maintenance. Newer versions of this system work just as well and require a little more maintenance, but are considered safer. One safety challenge with the existing tablet erosion feed system is that because of the lid's seals and the reactive nature of the chemical calcium hypochlorite compressed gas can form and cause an explosion and release. Newer versions of this system do not place the calcium hypochlorite under pressure.

If Orangevale Recreation and Park District staff like tablet erosion feed systems they can look at a tablet acid erosion feed system. This type of system would be in lieu of the existing muriatic acid mini bulk tank that requires handpouring acid carboys into the mini bulk tank. Handling acid tablets is safer than handling liquid acid.

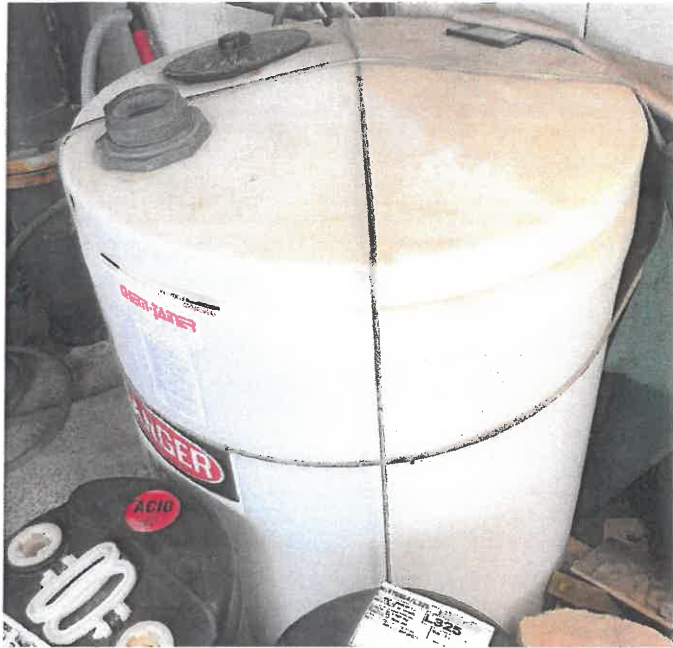
During ADG's site visit two (2) acid carboys were observed to be sitting directly on the ground rather than on the nearby pallet. In addition, the pallets in the mechanical room were wooden shipping pallets rather than chemical containment pallets. Chemical containment pallets should be purchased and installed in the mechanical room. An estimated cost is provided below for two (2) chemical containment pallets.

(Chemical Containment Pallets Estimated Cost- \$800.00)

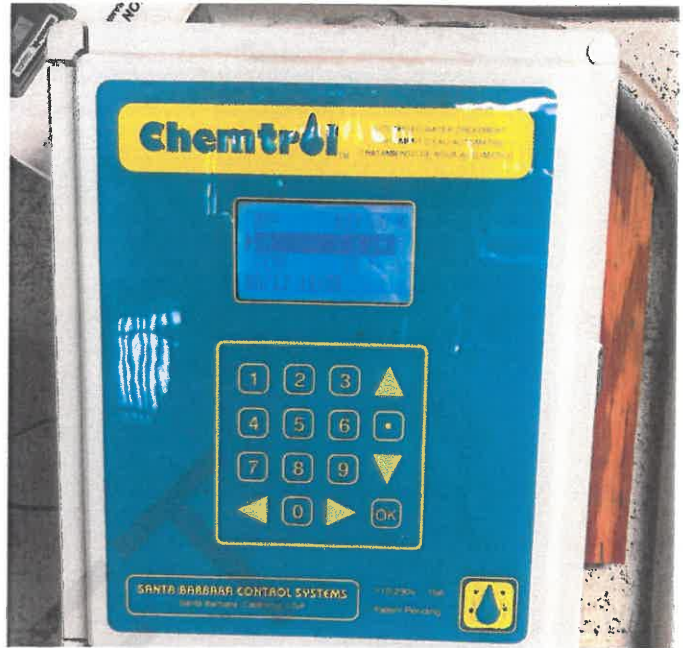
Sodium bicarbonate spilling out of a bag was also observed on one of the wooden shipping pallets. Care should be taken to securely contain chemicals.



F. FUTURE MAINTENANCE ITEMS



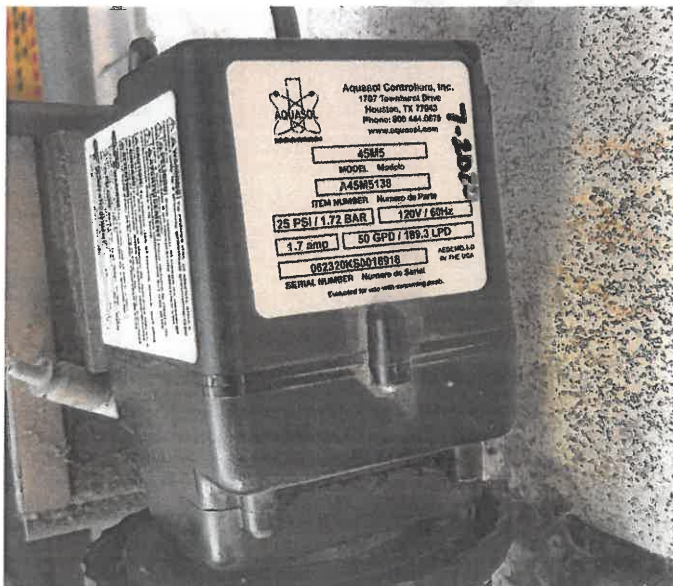
Acid Mini Bulk Tank



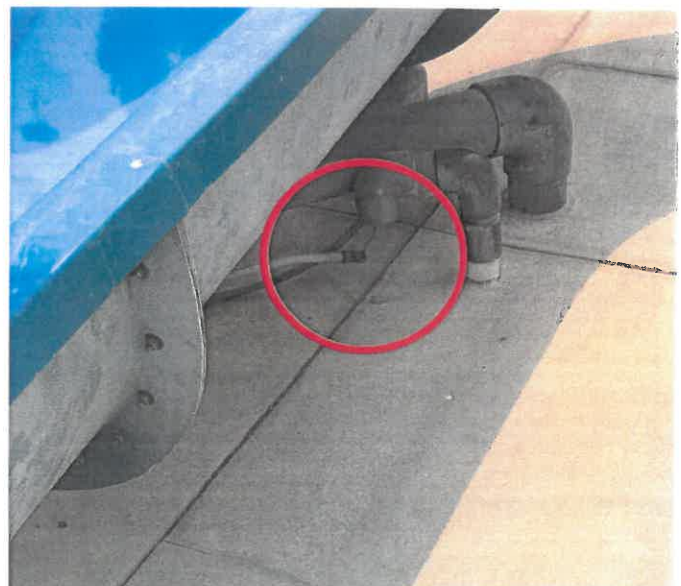
Chemical Control Monitor

2.5 Water Slide:

The swimming pool has an open flume body water slide from Whitewater West of Richmond, Canada. The water slide and its supporting structure appear to be in good condition. Six (6) maintenance items were observed during the site visit for the water slide. 1) There is a loose piece of electrical conduit under the water slide that should be secured so that no electrical functions are jeopardized.



Acid Chemical Metering Pump



Loose Electrical Conduit



F. FUTURE MAINTENANCE ITEMS

2) There are small pieces of PVC pipe coming out of the deck that are schedule 40 rather than schedule 80, which means they are more susceptible to UV and sooner degradation. They should either be painted with UV resistant paint or covered with an opaque material. The below estimated cost is for UV resistant paint.

(Estimated Cost- \$25.00)



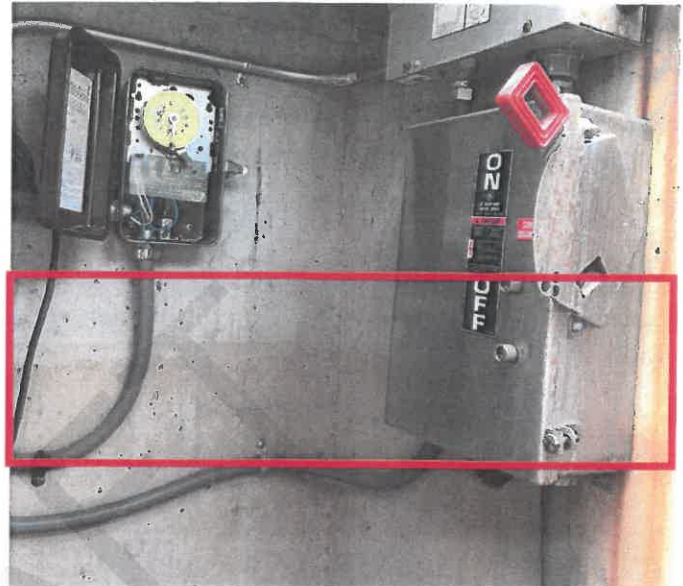
Loose Electrical Conduit

3) The access to the entire water slide structure and mechanical pit is of concern. Many water slides are designed and constructed in a way that unauthorized access is prevented so nobody can injure themselves walking under it, hang on it or tamper with any components. Access underneath and around this water slide as well as access to the mechanical pit is freely available and requires a lifeguard's attention to safely manage. The District may consider constructing a system that would restrict access.

4) The top landing for the water slide is not shaded. Both staff and patrons are unprotected from the sun when on the landing. Modern aquatic centers are focusing fiscal resources on shade amenities. The District may consider adding shade to the top landing for the benefit of both staff and patrons.

5) The mechanical pit for the water slide appears to have experienced flooding. During the site visit water line stains were visible on the walls of the pit and the mechanical equipment was corroded in a way that suggests it was under water at some point. Care should be taken to not have standing water or flooding in the

pit to prolong the lifecycle of the equipment, piping and room itself. The submersible pump in the mechanical pit should always be in working order and the mechanical pit and its equipment should be inspected frequently.



6) The surface of the water slide is showing age. The water slide has never been resurfaced and it was originally installed in 1997. It is ADG's recommendation to resurface the water slide. An gel coat can be applied to the interior of the water slide and a polyurethane finish applied to the exterior of the water slide. Estimated costs for both applications are supplied below.

(Interior Gel Coat Estimated Cost- \$15,000.00)

(Exterior Polyurethane Finish Estimated Cost- \$8,500.00)



The following proforma budgets of the Orangevale Swimming Pool provide estimated costs to help the District determine options for the longevity of the swimming pool. The first budget is titled "Swimming Pool Repairs" and shows estimated costs for repairs to code and maintenance issues. Any repairs or replacements would be designed and constructed to current code standards. The second budget is titled "New Sprayground" and shows estimated costs for a new sprayground addition with the same dimensions as the sprayground identified in the existing Orangevale Recreation and Park District Masterplan.

**Orangevale Swimming Pool
Swimming Pool Repairs
Proforma Budget Estimated Opinion of Probable Cost**

ITEM	DESCRIPTION	QTY	UNIT PRICE
1.0	CODE ISSUES		
1.1	Pool Turnover Rate <i>(replace equipment)</i>		\$ 155,000.00
1.2	Pool Finish <i>(remove and replace finish)</i> ₁		\$ 400,000.00
1.3	Pool "No Diving" Markers <i>(install markers)</i>		\$ 8,000.00
1.4	Pool ADA Compliant Access <i>(install double handrails at sloped entry)</i>		\$ 15,000.00
1.5	Pool Chemical Safety Signage <i>(install signage)</i>		\$ 200.00
1.6	Pool Safety Equipment <i>(install equipment)</i>		\$ 50.00
1.7	Pool Restroom Fixture Count <i>(renovate bathhouse)</i> ₂		\$ -
1.8	Pool Circulation Gauges <i>(install equipment)</i>		\$ 100.00
1.9	TOTAL CODE COSTS		\$ 578,350.00
2.0	MAINTENANCE ISSUES		
2.1	Pool Deck		\$ 685,000.00
2.2	Pool Main Drains		\$ 6,000.00
2.3	Mechanical Equipment ₃		\$ 231,060.00
2.4	Chemical Equipment ₄		\$ 50,800.00
2.5	Water Slide ₅		\$ 23,525.00
2.6	TOTAL MAINTENANCE COSTS		\$ 996,385.00
3.0	SOFT COSTS		
3.1	General Contractor Mark-Up / Overhead	15%	\$ 236,210.25
3.2	Construction Contingency Costs	10%	\$ 157,473.50
3.3	Design Contingency	5%	\$ 78,736.75
3.4	Time/Inflation Escalation Index (Annual)	5%	\$ 78,736.75
3.5	Architectural, Engineering and Permitting Fees	12%	\$ 188,968.20
3.6	TOTAL SOFT COSTS		\$ 740,125.45
4.0	TOTAL ESTIMATED PROJECT COST		\$ 2,314,860.45

EXCLUSIONS:

1. Bathrooms and locker room improvements (if required) excluded.
2. Path of travel ADA upgrades (if required) excluded.

ASSUMPTIONS:

1. Cost shown is for a plaster and tile option. Other options exist. See section 1.2 of the report.
2. Further information from client needed and design work required to determine estimated cost.
3. Cost shown is an allowance combined with an estimated cost for a VFD, vertical float valve, and pipe hardware / equipment.
4. Cost shown is an allowance combined with an estimated cost for chemical containment pallets.
5. Cost shown is for UV resistant paint and water slide resurfacing.



Orangevale Swimming Pool
New Sprayground



2,880 SF Sprayground Addition

The 2,880 square foot recirculating sprayground has been conceptualized as an addition to the existing Orangevale Swimming Pool Facility. The recirculating sprayground, with interactive water features and wet deck surfacing, can accommodate aquatic play for all ages or tailor to a specific age range. The District can identify the target sprayground user and influence the sprayground design choices accordingly. The sprayground can be designed to be Universally Accessible, if desired. Typical programs that can be accommodated in the sprayground include:

- Open Recreation
- Rentals (e.g., birthday parties)

The total capacity for the sprayground is 144 persons. Examples of spraygrounds can be found on the following page.

In order to accommodate the mechanical equipment for a new recirculating sprayground the existing mechanical room space would need to extend into the existing storage space. In alternative, a small mechanical building could be constructed closer to the sprayground to eliminate long pipe runs and lessen deck disturbance. The sprayground would be designed and constructed to current code standards. It should be noted that the square footage for the sprayground does increase the restroom fixture count, which is already undersized for the square footage of the existing swimming pool. A 2,880 square foot sprayground would require the following fixtures per Title 24, Chapter 31B:

Men

- One (1) Toilet
- One (1) Urinal
- One (1) Lavatory
- Two (2) Showers

Women

- Two (2) Toilets
- One (1) Lavatory
- Two (2) Showers

Drinking Fountain

- One (1) Drinking Fountain



G. PROFORMA BUDGETS





G. PROFORMA BUDGETS

**Orangevale Swimming Pool
New Sprayground
Proforma Budget Estimated Opinion of Probable Cost**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSIONS
1.0	CONSTRUCTION COSTS				
1.1	Mobilization	1	LS	\$25,000.00	\$ 25,000.00
1.2	Site Preparation / Demolition, Utilities and Soil Prep	1	LS	\$200,000.00	\$ 200,000.00
1.3	Sprayground, Piping and Circulation Equipment	1	LS	\$500,000.00	\$ 500,000.00
1.4	Sprayground Surge Tank	1	LS	\$40,000.00	\$ 40,000.00
1.5	Sprayground Deck	2,045	SF	\$45.00	\$ 92,025.00
1.6	Pavement and Surfacing Repairs	6,135	SF	\$45.00	\$ 276,075.00
1.7	Shade Structures and Site Lighting	1	SF	\$100,000.00	\$ 100,000.00
1.8	Landscape	1	LS	\$50,000.00	\$ 50,000.00
1.9	Subtotal				\$ 1,283,100.00
1.10	General Contractor Mark-Up / Overhead	15%			\$ 192,465.00
1.11	Construction Contingency Costs	10%			\$ 128,310.00
1.12	TOTAL CONSTRUCTION AND EQUIPMENT COSTS				\$ 1,603,875.00
2.0	SOFT COSTS				
2.1	Architecture and Engineering	10%			\$ 128,310.00
2.2	Design Contingency	5%			\$ 64,155.00
2.3	Time / Inflation Escalation Index (5% Annually)	10%			\$ 128,310.00
2.4	Testing and Inspection	2%			\$ 25,662.00
2.5	TOTAL SOFT COSTS				\$346,437.00
3.0	TOTAL ESTIMATED PROJECT COST				\$ 1,950,312.00

EXCLUSIONS:

1. Bathrooms and locker room improvements excluded.
2. Path of travel ADA upgrades (if needed) excluded.
3. Renovation to existing mechanical room space excluded.
4. Construction of standalone mechanical building (if needed) excluded.



The Orangevale Swimming Pool proudly serves the Orangevale community. The pool has provided many years of service. Although the swimming pool has been maintained well, it is in need of repairs to continue to safely and effectively serve the community.

This document provides an assessment of existing conditions, recommendations for action and options that can be weighed by the Orangevale Recreation and Park District 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 and conversations with District staff members. No information found in this document is provided with any agenda other than fulfilling the contractual obligations between the Orangevale Recreation and Park District and ADG.

With the correction of code violations and incorporation of the future maintenance items the pool will operate more efficiently and be safer for both patrons and staff while providing the same level of programming currently offered. On behalf of all of us at Aquatic Design Group we look forward to continuing to help the Orangevale Recreation and Park District in any way we can to ensure continued success at the Orangevale Swimming Pool.

Sincerely,

AQUATIC DESIGN GROUP, INC.

Michelle Gable, Associate, AFO