25-140 **Agenda Date: 4/8/2025**

REPORT TO CITY COUNCIL

SUBJECT

Action to (1) Approve an Expanded Scope of Work for the International Swim Center (ISC) Project, Including the Rehabilitation of the Pool and Dive Tower Facilities at the Current Location ("Project"), (2) Adopt a Resolution Declaring an Urgency in Accordance with City Charter Section 1310, Contracts on Public Works, to Allow for the Award of a Contract for the Project without Readvertising for Bids, and (3) Award the Contract for the Project to Adams Pool Solutions (4) Delegate Authority to the City Manager to Execute Agreements to Implement the Project, and (5) Approve Related Budget Amendments

COUNCIL PILLAR

Enhance Community Sports, Recreation & Arts Assets
Enhance Community Engagement and Transparency

BACKGROUND

The George F. Haines International Swim Center (ISC) was designed in 1965, constructed in 1966, and opened to the public on July 1, 1967. The ISC is located at 2625 Patricia Drive within Central Park and features three pools (a 50-meter x 25-yard racing pool, a deep diving well, and a training pool), decks, mechanical circulation, filtration and heating systems, 3,000-seat viewing stands, roof, diving tower, changing/shower facilities, staff offices, training rooms, and several support spaces. As the facility has aged, a number of actions have been considered to study, improve, expand, and/or replace the ISC (Attachment 1).

In 2017, the City conducted a Facilities Condition Assessment (Kitchell) of all Parks & Recreation Department facilities, including the ISC. This visual assessment determined that the majority of the ISC was in poor to critical condition, with many components being deemed beyond their useful life. The report recommended engaging a construction professional to further investigate noted concerns, including water damage and plumbing issues (<https://www.santaclaraca.gov/our-city/departments-g-z/parks-recreation/park-projects>).

On August 10, 2023, the City entered into an agreement with LPA, Inc. (Attachment 2) to conduct an initial assessment of the facility. The intent of the assessment was to identify systemic deficiencies, determine remaining operational life, assess risks and compliance with building codes, and provide an itemized cost estimate for rehabilitating the facility at its current location versus relocating it within Central Park or another location elsewhere in the City. This evaluation included architectural, structural, mechanical, Building Code, Americans with Disabilities Act (ADA) compliance, forensic engineering, and investigative expertise. The agreement with LPA, Inc. has since had two Council-approved amendments.

Due to health and safety concerns identified in the assessment produced by LPA, Inc., the ISC was

closed indefinitely in January 2024 (Attachment 4). Areas of concern included the administrative building, diving tower and viewing windows, pools (e.g., drain, steps, ladders, stairs, deck, etc.), viewing stands, and perimeter fencing and gates.

During the ISC closure, the City's Parks and Recreation Department has remained committed to providing lap swim to the community through programming at alternate locations. Additionally, Santa Clara Swim Club and Santa Clara Artistic Swimming were granted use of alternate pools for their program needs at no charge. Unfortunately, the City does not have an alternate deep pool and diving structure suitable for the Santa Clara Dive Club.

On June 25, 2024 (Report to Council 24-120), City Council approved one-time funding for up to $1.86 million to remediate deficiencies and provide use of the training and racing pools with a limited capacity of up to 200 persons. Repairs to the diving tower, diving well, administrative building, and locker rooms were not included in this allocation. This project scope, combined with the capacity restriction, would reduce the overall program delivery at the facility.

DISCUSSION

Facility Remediation Efforts

On July 31, 2024, the City issued a Request for Bids seeking qualified contractors to provide replastering services. On October 22, 2024, the City Council awarded a contract to Adams Pool Solutions (Attachment 5) to provide the following services:

- Perform minor repairs to the main drain
- Replace missing/broken tiles (added to scope of work in January 2025)
- Reset ladders into the pool deck
- Reset interior pool steps to be ADA compliant
- Replaster the racing and training pools

Additionally, the City issued a Request for Bids to address repairs and replacement of the facility's gate, fencing, and windscreens to comply with Santa Clara County Department of Environmental Health standards governing public aquatic facilities. In December 2024, the City executed an agreement with Tucker Construction for the fencing component of this project.

Improvement Permits and Project Planning

The County of Santa Clara Department of Environmental Health issued the required improvement permit on December 19, 2024. The racing and training pools were drained on January 6, 2025, and construction began on January 13, 2025, with work scheduled through March 2025. However, the timeline did not include time to refill the pools with water, conduct chemical balancing, bring the water to a usable temperature, or secure final permits from the County or City Building Official.

Discovery of Structural Issues

During the week of January 27, 2025 (Week 3 of the project), Adams Pool Solutions convened an emergency onsite meeting to disclose unforeseen damage to the pool's gutter and apron infrastructure. Staff invited City Councilmembers (with Councilmembers Chahal and Park attending) and aquatic user groups to attend a meeting held on January 29, 2025. During the meeting, the contractor explained the newly discovered issues, along with potential options, estimated costs, and

anticipated impacts to the project timeline.

In early February, the project was paused due to rain, allowing staff to further evaluate structural concerns and consider expanding the project scope to include pool boiler/heater and plumbing issues. These discussions led to a memo distributed to the City Council on February 13, 2025 (Attachment 6) and individual Councilmember participated in site visits with staff (Councilmembers Hardy and Cox).

As described in Attachment 6 and summarized below, two options were identified to move forward with the ISC project. The current project scope is referred to as Option A, while the expanded project scope is referred to as Option B:

Option A - Continue with the replastering of the training and racing pools, including the added remedy work to the gutter and apron. In this scenario, barring the discovery of further critical damage, the facility would reopen in late Spring 2025 with a maximum capacity of 200 people to train or swim recreationally. This scenario has $1.86 million in the budget and does not provide any remediation to the diving well and tower, infrastructure, pool deck, plumbing, boiler systems, administration building, or locker rooms. This scenario is a short-term fix (3-5 years), which will need to be worked around where possible when a long-term solution is funded and implemented.

Option B - In Phase 1, expand the scope of work to replace the pool decking, recirculation, plumbing, boilers, and perimeter gutter systems for all pools, including the dive well. Option B would also include either the replacement or refurbishment of the dive tower. This option would reconfigure the racing pool depth, lighting, temperature and equipment to adhere to County of Santa Clara requirements, create operational efficiencies and redundancies, while meeting current the competition standards across multiple disciplines. These improvements are expected to extend the life of the facility a minimum of 25-30 years. In an effort to streamline this project and save time, staff is exploring the concept of delivering the project in an unconventional manner that includes accelerated design, and minimal City design reviews. This would help minimize the pool shutdown time but in doing so the City will assume more risk related to unforeseen issues and change orders than a project that goes through the conventional design process. It is too early to lay out exact schedules, but staff is working with the consultant, LPA, Inc, and based on preliminary discussions are looking at the potential of completing the project in less than 2 years.

Additional construction costs for Option B Phase 1 were roughly estimated at $4 million to $5 million over the current budget. After the original estimate shared with City Council, the aquatics user groups requested that the racing pool depth be increased to meet international racing standards of 3 meters. This was twice the additional depth that could be achieved through simply updating the gutters to rim flow, which would have added 12-14 inches. The current depth of the pool (with existing gutter system) is 6 ½ feet. Additionally, the estimate for replacing the dive tower was modified by LPA as early work began on schematic design to approximately $2 million to replace the tower in kind.

Although the originally shared estimate was $4 to $5 million, after discussions with the aquatics user groups and LPA, as well as adding 25% contingency to allow for additional unforeseen circumstances, a recommendation to increase the contract authority to a not-to-

exceed amount of $10 million is recommended for Phase 1 of the project. This will allow staff to efficiently navigate the project in a timely manner and provide adequate contingency funds to address unknowns with the project costing and scope (such as the replacement or refurbishment of the dive tower). Staff will continue providing updates to the aquatics user groups and City Council as the project progresses.

At an additional expense, Option B Phase 2 of the ISC Project can run concurrently and will include demolition, design, and construction of new administration, restrooms/locker rooms, and equipment storage facility. If Option B is chosen, a cost estimate will need to be developed for this phase of the work.

Subject to obtaining further Council approval, all of the above-described work could ultimately be funded using proceeds from the Measure I voter-approved infrastructure bond.

If Council proceeds with Option A, the replastering project would be one of multiple phases taking years to complete, while causing multiple/extended service disruptions for the City and aquatic user group programming. If Option B is selected, this project can be completed in two phases, with full access to the water for all user groups, including the City, as outlined above.

Summary of Costs to Date
On June 25, 2024, City Council approved $1.86 million in one-time funding for the Planning and Construction of Temporary and/or Permanent ISC Replacement Facility project in the Parks & Recreation Capital Fund. The expenses outlined below would have been incurred to deliver Option A, and can be applied to the overall strategy to achieve Option B. To date, the following expenses have been incurred:

Vendor / Supplier	**Total Expense**	**Encumbered Amount**
Adams Pool Solutions	$186,590	$233,482
Knorr Systems (pool sweep/robot)	$8,246	$8,246
Tucker Construction	$69,721	$128,019
Lincoln Aquatics (ADA Lift)		$8,886
LPA, Inc.		$400,000
TOTAL	**$264,557**	**$778,633**

Aquatic User Groups: Communications and Impacts
Staff met with the Aquatic User Groups on three occasions (December 17, 2024, January 31, 2025, and February 26, 2025) to discuss the status of the Measure I Bond, Community Oversight Committee and Community Aquatics Facility Steering Committee, temporary re-opening of the ISC, interim facility needs, and various updates throughout the replastering project. During the February 26th meeting, staff discussed Option A and Option B, as outlined above, with all the Aquatic User Groups.

The Aquatic User Groups expressed unified support for Option B. Given the extreme adverse impacts the delays in re-opening the facility is having on the viability of their programs, and the kids in those programs, they also expressed support for the using the existing architect and contractor

working on the facility in order to efficiently expedite the process.

Since January 2024, there have been several material adverse impacts on local non-profit aquatics user groups, including:

- Lack of consistent space has caused on-going disruptions to programming schedules
- Alternate locations do not match what is offered at the ISC (e.g., bodies of water/depth, platform volume and heights, ability to offer daily programming, exhibitions, meets, shows, camps, swim lessons, etc.)
- Increased travel time to and from alternate sites causes challenges for families (e.g., homework, dinner, other commitments, etc.)
- Inability to safely store equipment at rental locations
- Staff offices are not available at alternate sites
- Movement of equipment from site to site causes increased wear and tear and reduced replacement schedule
- Financial strain on organizations due to increased pool rental costs
- Increase in membership dues
- Sense of team, camaraderie and corresponding pride impacted due to separate schedules and/or locations
- There is a unique legacy of each club providing athletes to collegiate programs, world class athletes to National, International and Olympic Teams as well as professional shows. This notoriety ties back to the City of Santa Clara and the International Swim Center
- Some alternate locations do not have the same security features the clubs are accustomed to at the ISC (e.g., staff monitor at door, gated facility locked, etc.)
- Uncertainty on the long-term viability of the aquatics user groups based overextended operation restrictions

In addition to the impacts experienced by local non-profit aquatics user groups, the City has experienced a dramatic impact in its ability to deliver core health and wellness recreation aquatic programs, such as lap swimming and drop-in swimming for our residents. In 2022, the last year of uninterrupted ISC operation, the City served over 20,000 participants for these services. Since the 2024 closure, the City has served less than 1,000 participants for the same services. Due to the impacts outlined above, Option B is receiving clear and collective support from the aquatics user groups and City staff.

Declaration of Urgency: Waiver of Formal Public Works Bidding

The Santa Clara City Charter Section 1310 generally requires that public works contracts involving an expenditure of more than $1,000 be awarded to the lowest responsive and responsible bidder. The City Charter also authorizes the City Council to award a public works contract without advertising for bids if the City Council deems the work to be of urgent necessity for the preservation of life, health or property. The determination of urgency requires at least four (4) affirmative votes and a declaration of facts constituting such urgency.

As outlined above, there are several programmatic, financial, and social impacts on the City and local non-profit Aquatics User Groups resulting from the ISC's closure that weigh in favor of waiving formal public works bidding procedures. First, based on communications with the aquatic user groups, a significant delay to conduct public bidding will cause substantial adverse impacts on the individual

parents and youth participants in the Aquatics User Group activities, and will also threaten the financial viability of those user groups. In addition, based on information from the City's Parks & Recreation Department, any and all delays in general community access to ISC programs has had, and will continue to have, material adverse impacts on public health and well-being as youth, adults and seniors alike within Santa Clara and the region will continue to be denied full access to aquatics programs and health benefits at that facility.

If the City Council approves adoption of an urgency declaration, staff recommends awarding the contract for expanded scope to Adams Pool Solutions. The original contract with Adams Pool Solutions was procured through a competitive bidding process for non-public works projects pursuant to Santa Clara City Code Section 2.105.140(d). In addition, over the past 19 months, the City has procured the services of Adams Pool Solutions through three separate competitive bid processes for work at Mary Gomez Swim Center (August 2023), the Senior Center Natatorium (December 2024), and the ISC (August 2024).

Unlike the original scope (Option A), the expanded scope presented to Council as Option B is considered a public works project under City Charter Section 1310. Given the expanded project scope and the urgent need to reopen the ISC for City programs and local non-profit aquatics user groups, staff is recommending City Council consider proceeding with Adams Pool Solutions under the urgency exception for public works bidding. This would enable the continuation of work by Adams Pool Solutions already engaged for the original scope.

Additionally, on March 11, 2025, the City Council approved Amendment No. 2 to the agreement with LPA, Inc., allowing staff to utilize the existing architectural firm selected through a competitive procurement process (Agreement in negotiation and not yet finalized for attachment).

Next Steps
LPA, Inc. is working on the schematic design and construction cost estimate phase. Once schematic design is complete, LPA estimates the engineering design work could take approximately 2 - 4 months if everything goes smoothly. At that time, the documents will (based on the stated goals) simultaneously go through City and County aquatic facility plan review and permit processes to ensure all facilities meet minimum health and safety standards while ensuring the functionality, flow, and ease of use for consumers and operators alike. These timelines are dependent upon receiving a County permit in a timely manner. The Consultant and County will coordinate site inspections as part of the plan check process to verify compliance with the engineering plans.

As noted above, the Council may proceed by adopting an urgency declaration and award a contract to the current contractor (Adams Pool Solutions). If an urgency declaration is adopted, the standard Request for Bids process would not be necessary. Without invoking a public works bid exemption as detailed above, staff will be required to follow the standard public works bidding process which will add several months to the overall project timeline.

The average timeline to complete a basic public works project is approximately 34 months. This includes scope development, consultant procurement, bid, and construction. Through discussions with LPA it is estimated there may be an opportunity to shorten this timeline approximately 12 months through utilizing existing design and construction firms, accelerating the design process and minimizing plan reviews. There are many variables to this schedule which include the age of the infrastructure, unforeseen conditions, outside agency coordination, weather, and the current

economic supply-chain landscape. Because of these factors, the City, consultant, contractor and aquatics user groups need to be prepared for changes, and stay in constant communication around the overall project timeline.

Staff would return to Council in late-summer 2025 with an additional recommendation related to the bleacher canopy as well as the administration building which may include multiple amenities, such as restrooms, shower facilities, locker room, storage, office space and/or a community meeting room (Phase 2).

Bond Measure / Replacement
In November 2024, Santa Clara voters approved Measure I that authorized the issuance of up to $400 million of General Obligation bonds to support the City's infrastructure. Of the $400 million in General Obligation bonds, an estimated $115 million is earmarked for Parks, Libraries, Senior Center and Aquatics Facilities, with $45 million specifically designated for Community Aquatic Facility/ISC Renovation/Replacement.

The staff recommendation creates an opportunity to utilize the $45 million in aquatics-related general obligation bond funds to:

- Restore the three swimming pools with new plumbing, mechanical and gutter systems in the existing ISC footprint, including addressing the dive tower, repairing the grandstands and canopy, and new administration building at the ISC
- Rehabilitate Warburton Swim Center with additional community amenities
- Conduct repairs at Mary Gomez Swim Center
- Enhance the Senior Center Natatorium

A Community Aquatics Facility Steering Committee will be convened to provide input relative to the bond funds available to meet the aquatics needs of the community. The Committee may provide input on matters such as:

- Current and future community aquatic program needs and partnerships
- Conceptual and facility design needs and locations
- Business model reducing the net operational cost of aquatic facilities, while planning for long-term infrastructure maintenance and replacement

Although the decision to use bond funds for the expanded scope of work for the ISC Project is not before the Council with this item, this is an item staff would intend to bring back to the Council later this year for Council consideration and action.

ENVIRONMENTAL REVIEW

The action being considered is exempt for the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

Option A costs are estimated at $1.86 million and cover short-term improvements; the budget includes funding for these costs. Option B - Phase 1 costs are estimated to total up to $10 million and

cover long-term improvements. Option B - Phase 2 costs are yet to be determined; these costs will be brought forward at a later date.

The Planning and Construction of Temporary and/or Permanent ISC Replacement Facility project has a total budget of $1.86 million in the Parks & Recreation Capital Fund. Of this amount, $1.36 million is allocated for FY 2024/25, and $0.5 million is allocated for FY 2025/26. Staff is recommending additional funding of $8.14 million to bring the budget to $10 million to cover the Option B - Phase 1 costs. General Obligation Bond funds will ultimately be used to cover this additional cost. On an interim basis, staff is recommending the use of the General Fund Land Sale Reserve to bridge the funding gap. The Land Sale Reserve funds would be reimbursed once the General Obligation bonds are issued, expected in FY 2025/26. General Obligation bond funding would also be used to fund Option B - Phase 2.

The table below describes the recommended budget amendments to bring the project budget to $10 million. This includes the temporary use of the General Fund Land Sale Reserve of $8.14 million. In addition, $500,000 set aside for the project in FY 2025/26 is recommended to be shifted to FY 2024/25. The funding is currently set aside in the General Fund Reserve for Programmed Capital Projects. Any funds not expended or encumbered in FY 2024/25 will be carried over to FY 2025/26.

Budget Amendment
FY 2024/25

	Current	Increase/ (Decrease)	Revised
Parks and Recreation Capital Fund			
Expenditures			
Planning and Construction of Temporary a	$1,362,069	$8,637,931	$10,000,000
Revenues			
Transfer from the General Fund - Land Sal	$0	$8,137,931	$8,137,931
Transfer from the General Fund - Reserve	$0	$500,000	$500,000
General Fund			
Transfer to the Parks and Recreation Capi	$0	$8,137,931	$8,137,931
Land Sale Reserve	$18,481,000	($8,137,931)	$10,343,069
Transfer to the Parks and Recreation Capi	$0	$500,000	$500,000
Reserve for Programmed Capital Projects	$6,107,871	($500,000)	$5,607,871

Staff intends to return to Council in the future for additional fund appropriation, for Phase 2 (e.g., bleacher repair, bleacher canopy and administration building).

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office and City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Approve an Expanded Scope of Work (Option B - Phase 1) with the International Swim Center (ISC) Project, Including the Rehabilitation of the Facility at the Current Location;
3. Adopt a resolution declaring an urgency in accordance with City Charter Section 1310 (Attachment 7) to allow for the award of the Contract for the Expanded Scope without a readvertisement for bids;
4. Award the Public Works Contract for the expanded scope to Adams Pool Solutions on the terms presented and authorize the City Manager to negotiate and execute all necessary documents associated with and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney, with a not-to-exceed amount of $10 million, subject to appropriation of funds, and in forms approved by the City Attorney, to accomplish the expanded scope of work for the three swimming pools and their associated operational needs, and Authorize the City Manager to execute all change orders for the Project.
5. Approve the following FY 2024/25 budget amendments:
   a. In the Parks and Recreation Capital Fund, recognize transfers of $8,137,931 from the General Fund Land Sale Reserve and $500,000 from the General Fund Reserve for Programmed Capital Projects and increase the Planning and Construction of Temporary and/or Permanent ISC Replacement Facility project by $8,637,931; and,

   b. In the General Fund, establish transfers to the Parks and Recreation Capital Fund of $8,137,931 from the Land Sale Reserve and $500,000 from the Reserve for Programmed Capital Projects and decrease the Land Sale Reserve by $8,137,931 and the Reserve for Programmed Capital Projects by $500,000.

Prepared by: Carolyn McDowell, Senior Management Analyst
Approved by: Damon Sparacino, Parks & Recreation Department Director
Approved by: Jōvan Grogan, City Manager

ATTACHMENTS

1. ISC Timeline
2. LPA, Inc. Agreement
3. Amendment No. 1 to LPA, Inc. Agreement
4. LPA Visual Observations Assessment Report
5. Adams Pool Solution Agreement
6. ISC Project Update Memo to City Council
7. Declaration of Urgency Resolution

George F. Haines International Swim Center (ISC) – Timeline

1965

- ISC architectural designed by L.F. Richards, landscape by Royston, Hanamoto, Mayes & Beck.

1966

- ISC constructed by general contractors R. L. Carroll (building) and Max D. Schenk (pools & site work) at a cost of $725,000.

1967

- July 1, 1967, ISC opened; July 2-7, 1967, first international trials competition.
- September 10, 1967, ISC official dedication held.

1999

- FY1999/2000, Council appropriation of Capital Improvement Program (CIP) funds in the amount of $100,000 for the Master Plan for International Swim Center Expansion Project to construct one additional 50-meter competitive swimming pool to accommodate additional community swimming, synchronized swimming, diving practice and competition.
- FY 2000/2001, Council appropriation of additional CIP funds in the amount of $1,700,000 to complete Swim Center Master Plan and develop construction drawings.
- July 1, 1999 to January 15, 2002, Cannon Design (architects) completed Master Plan for ISC Expansion Project.

2001-2002

- FY2001/2002, Council appropriation of $5,500,000 to complete construction, raising total project funding to $7,300,000. Design included using a portion of Fatjo Field to the north of the existing ISC.
- January 15, 2002, Parks & Recreation Commission (PRC) recommends limit of expansion to the existing ISC acreage.

2002-2005

- FY2002/2003, Council suspended ISC Expansion Project due to economic downturn and shortage of Capital Project Reserve (CPR) funds.
- FY2004/2005, ISC Expansion Project funding reduced by $4,635,000 and funds returned to CPR for other CIP projects.
- February 22, 2005, Council directed CM to transfer remaining funds to the Senior Center Expansion Project.

2007

- June 5, 2007, Council approved FY2007/2008 Annual Budget including allocation of $450,000 for Plans and Design guidelines for International Swim Center Expansion Project.

- December 7, 2007, Council approved recommendation from the Parks & Recreation Commission to approve the proposed ISC Master Plan, proceed with detailed Cost estimate for ISC Pools Replacement Project.

2008

- May 13, 2008, Council reviewed cost estimate: New Pools $33.5M, Swim Building $18.5M, Combined Pools & Building $49.7M, Training Center Building $6.2M (Total: $55.9M).
- June 10, 2008, Council adopted FY2008/09 CIP including additional funding of $950,000 for ISC Pool Replacement Project which included two 50-meter lap pools, diving well with platforms, recreational pool, mechanical & restroom facilities, and remodel of existing building and grandstands.
- August 19, 2008, Parks & Recreation Commission reviewed proposal by International Swim Hall of Fame (ISHOF) Executive Director to bring ISHOF to Santa Clara.
- September 16, 2008, Parks & Recreation Commission recommended Council suspend approved ISC Pool Replacement Project in favor of a clean slate vision of a world class facility inclusive of ISHOF.
- September 30, 2008, Council referred the PRC recommendation to the City Manager.

2009-2012

- Referral placed on “hold” due to fiscal constraints of Great Recession, with no further funds allocated or actions taken.

2013

- January 2013, Parks & Recreation Commission reviewed schematic design by ELS Architecture and Urban Design and an advocacy group Silicon Valley Aquatics Initiative (SVAI) proposing 100% private funded design and construction.
- February 2013, Parks & Recreation Commission recommended that Council refer the idea to Council Goal Setting Process in March 2013.
- February 26, 2013, (Item 7.A.) Council
- September 2013, Council adopted a two-year goal to "Enhance Community Sports and Recreational Assets" including a specific objective to complete a feasibility study of the ISC.

2014

- July 3, 2014, Aquatic Program & Financial Feasibility Analysis prepared by The Sports Management Group (TSMG) feasibility study, public opinion research and conceptual design.
- June 2014. Council set an objective to develop the schematic design, gather community input and complete engineering documents, as well as include the International Swimming Hall of Fame (ISHOF) and the Community Recreation Center (CRC) into a new proposed facility.

- November 2014. ELS Architecture & Urban Design (ELS) was awarded a contract for architectural design, engineering, community outreach, and facility program planning and operational financial analysis.
- December 2014, David J. Powers & Associates, Inc. was selected to work with ELS to prepare the environmental Initial Study, and in July 2015 additional environmental work, including Phase I Environmental Site Assessment, traffic and parking studies.

2015

- Spring 2015, community workshops were hosted at the Community Recreation Center. Sandis, Inc. completed site survey work, Murray Engineering, Inc. completed geotechnical work.
- August 2015, based on additional information and input, ELS was tasked with adjustments to improve the schematic design and its placement in the Central Park.

2016

- February 23, 2016, (HIST-50498) Council Review of the Proposed Final Schematic Design of the International Swim Center, Community Recreation Center, and International Swimming Hall of Fame Project.
- September 20, 2016, (HIST-53942) Council Adoption of a Resolution adopting the Mitigated Negative Declaration (MND) and Mitigation Monitoring or Reporting Program (MMRP); approving the filing of a Notice of Determination; approving architectural design with conditions allowing development of a new International Swim Center & Community Recreation Center inclusive of the International Swimming Hall of Fame and associated parking in Central Park at 909 Kiely Boulevard; and provide the City Manager with additional direction on parking and project phasing as needed (CEQ2015-01189 (IS/MND)/PLN2015-10939 (Architectural Review).
- October 25, 2016, (HIST-55338) Council presentation by the Plenary Group regarding Public Private Partnership (P3) approach for financing the International Swim Center and Community Recreation Center Project.

2017

- April 4, 2017, (HIST-58831) Council approved an agreement with Project Finance Advisory, Limited (PFAL) in an amount not-to-exceed $649,735 to provide financial advisory, capital campaign, public opinion research, and project management services for Capital Improvement Project 3172 International Swim Center, Community Recreation Center, International Swimming Hall of Fame, and Parking, and approved an appropriation of $500,000 for the Project.
- April 4, 2017, (HIST-58836) Council approved agreement with Kitchell/CEM to provide Facility Condition Assessment and Capital Planning Services for Parks & Recreation Department facilities.
- July 18, 2017, (HIST-60356) Council Study Session with PFAL regarding the International Swim Center, Community Recreation Center and ISHOF Project. Case Studies of Comparable Facilities.

- October 2017, Gates & Associates contracted to complete a Central Park Master Plan to create a coherent vision of future Central Park improvements, provide a set of guiding principles, community supported priorities, and design criteria.

2018

- February 20, 2018, (HIST-64059) Council Study Session with PFAL regarding Central Park Community Recreation and Aquatic Center regarding project affordability issues and public opinion research findings and direction on a right "sized project."
- April 24, 2018. Council Study Session. Infrastructure needs for the City (excluding SVP); (18-091) Council notes and files the Parks and Recreation Facilities Condition Assessment.
    - The Parks & Recreation Facility Condition Assessment (FCA) report (Kitchell, 2018) identified parks and recreation assets that are in need of replacement and/or renewal to meet current building and accessibility codes and the U.S. Consumer Product Safety Commission guidelines as well as address failing infrastructure.
- May 29, 2018, (18-287) Item 3.D. Review of Infrastructure Improvement Needs and Funding Levels for Potential November 2018 Ballot Measure
- August 28, 2018, (18-033) Council Study Session reviewed Central Park Mater Plan Guiding Principles; and, (18-1184) Item 2.N. Council approved Central Park Guiding Principles.
- August 28, 2018, (18-1184) Council approved Central Park Master Plan Guiding Principles (Gates & Associates)

2019

- October 15, 2019, (19-1202) Parks & Recreation Commission initiates review and public comment period on the Central Park Master Plan Administrative Draft. On-line survey 1 had over 600 participants and final survey posted on "Open City Hall" from October 24, 2019, through November 12, 2019 which had 394 visitors (240 responses) with 12.0 hours of public comment.
- November 19, 2019 (19-1353) Parks & Recreation Commission recommended Council approval of the Central Park Master Plan and Draft Ordinance in accordance with City Charter 714.1. The Plan identifies 14 projects to be completed over a 20-year period in three phases. The Projects in years 1-5 include Arbor Center Area, Park Entry at Kiely/Kaiser, and Aquatic Center Master Plan & Design, followed in years 6-10 with Aquatic Center Master Plan (Phase 1) 50-Meter Multi-Use Pool Construction.

2020-2022

- COVID 19 Pandemic and health emergency response.
- Various ISC closures due to failing infrastructure and repairs.

2023

- RTC 23-577 Action on Agreement with LPA, Inc. for Forensic Engineering Analysis for the ISC.

DocuSign Envelope ID: DD9887BE-D91C-4872-A043-D6F53708FE15

Ebix Insurance No. S200003297

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
LPA, INC.
FOR THE INTERNATIONAL SWIM CENTER FACILITY ASSESSMENT

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and LPA, Inc., a California corporation, (Contractor or Consultant). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and LPA, Inc. for the International Swim Center Facility Assessment", dated August 10, 2023 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide professional services for a facility assessment of the international swim center, and the Parties now wish to amend the Agreement to have consultant provide additional services to assist the City in reviewing options for both temporary use and permanent reconstruction for consideration as specified in proposal dated February 27, 2024 and Professional Services Authorization dated March 6, 2024, and increase compensation by $10,000 for a revised not-to-exceed maximum compensation of $248,920, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   In consideration for Contractor' s complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Revised Exhibit B, entitled " SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Revised Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and

equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

2. Exhibit B of the Agreement, entitled "SCHEDULE OF FEES", is hereby amendment to read as shown in Revised Exhibit B, attached and incorporated into this Amendment No. 1.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 4/25/24

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LPA, INC.
a California corporation/partnership/individual

Dated: April 22, 2024
DocuSigned by:
By (Signature): Jon Mills
Name: Jon Mills
D08A0052DF4B...
Title: Chief Operating Officer
Principal Place of Business Address: 60 South Market Street, Suite 1250, Sam Jose, CA 95113
Email Address: jmills@LPADesignStudios.com
Telephone: (408) 780-7203
Fax: (949) 260-1190

"CONTRACTOR"

DS SK
DS AI
DS MH

DocuSign Envelope ID: DD9887BE-D91C-4872-A043-D6F53708FE15

REVISED EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The total maximum compensation the City will pay the Consultant under this Agreement shall not exceed Two Hundred Forty-Eight Thousand Nine Hundred Twenty Dollars ($248,920) during the term of the Agreement. Any additional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will need to be addressed through an amendment to the Agreement.

2. FEE SCHEDULE

Consultant's compensation for Phase 1 Services, as described in Exhibit A, shall be a fixed fee of $223,920. This fixed fee includes all labor, materials, equipment, overhead, general administrative costs, and profit. Consultant shall invoice the City for the percentage of services completed during the previous month.

3. ADDITIONAL SERVICES

Services that are not part of Phase 1 Services, as described in Exhibit A, shall be at additional cost. The City has a set aside the amount of $25,000 for additional services. Consultant shall provide a written quote to the City, which may be based on a fixed fee as listed in Table B1, or as listed in Table B2 on time and material basis.

Cost of services and expenses charged to Consultant by outside consultants and professional or technical firms shall be at actual cost plus 10%. Reimbursable expenses will be billed at actual cost plus 10%

Table B1: Additional Services

Description	Amount
Utility Locating	$108,013
Topographic Survey	$76,368
Pool Structure Leak Detection	$12,157

Table B2: Hourly Rates

Classification	Regular Hourly Rate*
Principal	$285.00
Director	$240.00
Discipline Director	$260.00
Project Director	$250.00
Project Leader	$200.00
Manager	$165.00

Classification	Regular Hourly Rate*
Design Coordinator II	$170.00
Design Coordinator I	$145.00
Designer III	$135.00
Designer II	$120.00
Designer I	$110.00
Senior Specialist	$140.00
Specialist 111	$110.00
Specialist II	$95.00
Specialist I	$85.00
Intern	$75.00

*The hourly rates are subject to change annually, subject to the City's approval.

4. PAYMENT SCHEDULE

City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

CITY OF SANTA CLARA
GEORGE F. HAINES INTERNATIONAL SWIM CENTER

VISUAL OBSERVATION ASSESSMENTS REPORT



LPA

AQUATIC DESIGN GROUP

SGH

01/24/2024
LPA Job No. 31047

CITY OF SANTA CLARA
GEORGE F. HAINES INTERNATIONAL SWIM CENTER

VISUAL OBSERVATION ASSESSMENTS REPORT

PREPARED FOR
CITY OF SANTA CLARA

PREPARED BY
LPA, Inc.
& Aquatic Design Group, Inc.
& Simpson Gumpertz & Heger

01/24/2024
LPA Job No. 31047

YOUR TEAM

CONSULTING TEAM

LPA Inc.

Arash Izadi, Principal & Director of Sport + Recreation, LPA, Inc.

John Courtney, Managing Director, LPA, Inc.

Steve Key, Associate & Managing Director, LPA Inc.

Daniel Wang, Associate & Director of Structural Engineering, LPA Inc.

Aquatic Design Group, Inc.

Dennis Berkshire, Principal, Aquatic Design Group, Inc.

Simpson Gumpertz & Heger

Judson Taylor, Senior Principal, Simpson Gumpertz & Heger

Christine Diosdado, Associate Principal, Simpson Gumpertz & Heger

Jesse Sipes, Project Manager, Simpson Gumpertz & Heger

Alan Humphreys, Senior Technical Manager, Simpson Gumpertz & Heger

TABLE OF CONTENTS

PAGE CHAPTER

6 1.0 EXECUTIVE SUMMARY

12 2.0 METHODOLOGY OF ASSESSMENT

14 3.0 ASSESSMENT FINDINGS

15 3.1 Aquatic Design Group, Inc. (ADG)

3.1.1 Building A - Main Building/ Locker Room

3.1.2 Diver Tower and Viewing Windows

3.1.3 Pool Systems and Deck

42 3.2 LPA, Inc.

3.2.1 Structural

3.2.1.1 Building A - Main Building/Locker Room

3.2.1.2 Diver Tower and Viewing Windows

3.2.1.3 Large Canopy over Bleachers and Building D Tower

3.2.1.4 Building B and C - Restroom and Concessions

3.2.1.5 Building E,F, and G

47 3.2.2 Architectural

3.2.2.1 Facility and Site Egress Review

3.2.2.2 Plumbing Code Review

53 3.3 Simpson Gumpertz & Heger (SGH)

3.3.1 Building A - Main Building/Locker Room

3.3.2 Diver Tower and Viewing Windows

3.3.3 Pool Deck

3.3.4 Large Canopy over Bleachers and Building D Tower

82 APPENDIX

A Testing and Photos



1.0 EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Santa Clara International Swim Center
Executive Summary

In the Summer of 2023, the City of Santa Clara initiated a competitive RFP process to determine the most qualified consultant team to assess the facilities and structural properties at the Santa Clara George F. Haines International Swim Center (ISC). The City interviewed several firms and concluded that the LPA Team, consisting of LPA, Inc., Aquatic Design Group, Inc., and SGH were most qualified to provide a focused assessment of the facility.

This Executive Summary provides the reader with a condensed description of the findings of the assessment. The assessment was limited in nature and included review of the existing pool, pool systems, pool deck, dive tower, existing support buildings, and existing bleachers. No members of the LPA team are risk management experts and therefore this assessment is to provide the City with information on the existing facility only for their use and determination of facility use. We reviewed code compliance for structural, fire life safety egress analysis, plumbing code, and pool specific requirements by the Health Department or Building Code. Some nondestructive testing was provided for select structural steel elements within the facility. All observations around accessibility compliance were excluded from this assessment.

Although not part of our base services to advise the City on whether to continue use or close the ISC facility; based on our professional opinion and visual observations, our recommendation would be that the City should close the facility immediately until major repairs or replacement on all life safety and structural concerns noted in this report are complete.

The ISC facility was constructed in 1967 to provide competitive swimmers and divers in the Santa Clara Valley with a complete venue for training, practicing, and competing in water sports events. The existing facility has a 50-meter x 25-yard competition pool, a 6-lane x 25 yard instructional pool and a diving pool with a diving tower that accommodates five springboards and a 10-meter diving tower. The facility has provided continuous operations for 57 years. Even with maintenance, in general, most outdoor swimming centers in California require a major overhaul or full replacement at about 45 to 50 years, even in consideration of refurbishment or improvements made throughout its life span.

Visual investigations of the existing facility were initiated in late September 2023. Many elements within the facility are beyond their usable life or in a condition that does not allow use as originally designed.

Below is a summary of the major deficiencies observed:

1. Building A Main Building/Locker Room
   - a. A shower addition was previously condemned by the city and should be removed and replaced.
   - b. Roofs are beyond usable life expectancy.
   - **c. The building is structurally unsound due to the large clerestory windows which prevent adequate lateral structural support throughout. These windows need to be removed and infilled to transfer shear loads.**
   - d. Roofs/Exterior Cladding/Windows and siding all at end of life needing replaced.
   - **e. Building supporting walls and columns are structurally unsound and have significant corrosion of metal components, requiring significant repairs and/or replacement.**
   - f. Some elements installed are not part of any approved plans and do not appear to have been formally permitted, such as the tower to the south of the existing building on the roof.
2. Egress Review
   - **a. Emergency egress from the existing buildings and pool spectator stands and deck do not meet California Building Code requirements for the size, quantity, and hardware required for compliant exits.**
   - b. All existing gates that could be used for exiting are chained closed



GEORGE F. HAINES INTERNATIONAL SWIM CENTER,
VIEWED FROM THE DIVE BLOCK

at all times, according to ISC facility staff.

c. No event should be held at this facility until such time that extensive corrections to egress for both the fencing and building are completed or facility replacement occurs.

3. Diver Tower and Viewing Windows
   a. Diving Tower platform showing cracking and the condition after years of water intrusion, weather, and pool water is unknown.
   b. Vibrations observed likely do not meet competition requirements.
   c. Platforms not at current standards for competitive diving.
   d. The railing of the dive tower are corroded at their base affecting the structural integrity.
   e. Through interviews and observations, there is evidence of conduits breaking within the pool and possible settlement of the main structure.
   f. The main access stairs for users are corroded beyond use and are currently in an unsafe condition for users.
   g. Based on our professional opinion after our field observations the City should stop using the dive tower until such time major repairs or replacement are complete.

4. Pools Systems and Deck
   a. The pool mechanical and lighting systems have a variety of code violations and excessive wear, requiring significant cost to upgrade to meet the building code; for example, the 50-meter pool and the training pool are on the same pump and filter system as well as both the pool deck and shell plaster are delaminating and cracking and both need to be replaced.
   b. The pool deck is showing signs of deterioration and distress in various locations, demonstrating that the deck is at or beyond its life expectancy.
   c. Currently the Competition Pool and Warm up pool are filtered together which is no longer allowed by code.
   d. Depth of main pool is shallow and existing starting blocks are not compliant for use at a shallow depths.
   e. The diving pool mechanical system does not meet the code required for 6-hour turnover rate.
   f. The viewing area under the deck at the dive pool and the deck above are showing signs of structural instability and significant deterioration. The City should close this portion of deck and viewing area immediately.

5. Large Canopy over Bleachers and Building D Tower
   a. Roof supporting structure may be salvageable with re-coating and upgrades to strengthening of the columns.
   b. Roof drains have eroded the foundation over time of the columns and towers.
   c. Tower and supporting stairs for access to roof needs replacement.
   d. Bleachers show signs of settlement and separation.
   e. There was limited if any compliant accessible seating throughout the facility.

6. Building B and C – Restroom and Concessions
   a. The existing restroom and concessions are lacking the appropriate quantity of fixtures according to California Building Code. Additionally, the restrooms do not comply with current accessibility requirements.

7. Building E, F and G
   a. Building E, F and G were being used either as training rooms or maintenance storage rooms. The support bearing wall appears to be masonry and in good condition. The roofs at these

facilities are near their useful life and in some cases evidence of leaks were observed.

b. **These buildings are directly beneath the main canopy cover and portions of the gutters are corroded to a point of falling on occupants and/or structures below.**

The reader is encouraged to review the complete report for additional information, photographs of current conditions and diagrams for potential considerations.

END OF EXECUTIVE SUMMARY.


BLDG B.
RESTROOMS
CONCESSIONS
DIVE
TOWER
DIVING
WELL
VIEW
WINDOWS
BLEACHERS
BLDG D.
CANOPY
TOWER
CANOPY
BLEACHERS
COMPETITION
POOL
BLDG A.
MAIN ENTRY
BLDG F.
MAINT.
STORAGE
BLDG E.
TRAINING
ROOM AND
STORAGE
WARM UP
POOL
BLDG G.
PARK
MAINT.
STORAGE
BLDG C.
RESTROOMS
CONCESSIONS

SITE MAP

2.0 METHODOLOGY OF ASSESSMENT

ALAMO HEIGHTS HIGH SCHOOL NATATORIUM

METHODOLOGY

City of Santa Clara
International Swim Center
2023 Assessment of Existing Conditions

A visual investigation of the International Swim Center was performed in the third quarter of 2023 to determine the facility's ongoing viability as a training and competition venue. The consulting team utilized minimally invasive non-destructive testing and construction material sampling to determine the condition of selected structures and improvements. This approach was utilized to determine the condition without causing a disruption to the operation of the facility to repair the areas tested during a more exhaustive destructive testing method. The structural forensics team utilized ground penetrating radar, carbonation analysis, and isolation water testing to determine granular loss, cracking, curling/ cupping, flaking, weathering and dry rot. The team peeled back some discrete areas typically prone to deterioration such as eaves, valleys, and near rain gutters. Shingles and/or roofing materials were lifted to see underlayment, determine remaining roofing and underlaid sheathing, potential corrosion of steel fasteners in roofing and structural systems for buildings, stair and supports. A narrow steel probe was used at exposed beams and/or purlins to determine the amount of organic degradation due to mildew, mold and resulting dry rot conditions that affect structural integrity and load bearing capacities.

Structural steel columns were carefully observed and measured to determine the amount (in millimeters) of degradation and reduction of the structural steel thickness due to corrosion of exposed steel. The degradation was observed to be substantial, as the report indicates. Structural observations of horizontal and vertical structural members were provided to determine relative anticipated shear strength in the vertical wall sections. In the event of earthquakes and/or high winds a structure's shear strength determines its ability to withstand the shaking forces presented in a seismic or lateral force event. The building's clerestory sections at the top were determined to lack sufficient shear strength, as provided in the report.

The architectural team made detailed observations for pool code related items such as minimum standards for health and safety requirements such as the pool water turnover rate, flow rate volume requirements, filtering requirements, mechanical systems sizing and control requirements and monitoring requirements. The observations and concerns with code issues are significant and are documented in detail within the report.

The architectural team analyzed the occupancy and safe dispersal requirements of the project site, buildings, and bleacher areas, utilizing the capacities of visitors the facility is capable of hosting for tournament types of events. The code requires the designers to calculate based upon the maximum possible capacity of patrons at a typical swim meet, competition, or special event as provided within the Assembly Occupation designation. Utilizing the calculations provided in the building code, the facility was found to be deficient in allowing the safe dispersal of visitors exiting the facility in the event of a safety concern, as is the common requirement for designing facilities with an Assembly Occupancy classification designation. Significant reconfiguration of the fencing, gates, concrete paving, lighting and ADA path of travel improvements to and in the parking lot would be needed to comply with the code requirements. The detailed calculations are contained in the report.

The report that follows provides detailed documentation of the findings of the architectural team utilizing best practices and methodologies for assessing the condition of the existing International Swim Center facility. The planning for assessing the future of the facility is a combination of risk assessment and construction cost analysis. Utilizing the first metric, risk assessment, the architectural team has identified significant building code concerns and safety risks that should be addressed immediately if the City desires to continue allowing the public to utilize the facility. For example, the dive tower should be either permanently closed or reconstructed if diving is still a priority program for the community. The structural integrity of the tower is such that repairing it would not rectify the issues. Another example is the significant code-compliance issues with the pool mechanical piping systems, equipment, pool shell/plaster and pool deck that should be addressed to maintain public safety with the use of the facility. These issues need to be addressed now to mitigate public safety risks.

The third example is the structural integrity of the upper clerestory portions of the building that could fail in a seismic event. This item would require the replacement or removal of the upper sections of the building. There are other examples of risks to public safety contained in the details of the report.

To help address the second metric, construction cost analysis, it may be helpful to utilize an example that the State of California Division of State Architect (DSA) uses in the assessment of costs for state-owned public facilities. The City of Santa Clara is not obligated to utilize the State's method of cost assessment, but the methodology can be instructional for evaluating the City's 57-year-old swim center because of the similarities the State faces with facilities of identical age. DSA has a rule that states, in the event modernization costs exceed 40 percent of the full replacement value of a structure or facility, the owner of the facility shall fully upgrade or replace the structure to current code. Owners of State financed public facilities must calculate the full replacement cost at today's construction cost, and multiply by .40 to determine if the rough estimate of modernization and renovation required by the architect's assessment of the facility exceeds that figure. It is very likely that will all the deficiencies found in our assessment that the cost to renovate this facility would far surpass the threshold requiring a full code update and/or replacement of the facility in its entirety.

END OF METHODOLOGY.



GEORGE F. HAINES INTERNATIONAL SWIM CENTER, VIEWED FROM THE SIDEWALK



3.0 ASSESSMENT FINDINGS

AQUATIC DESIGN GROUP, INC.

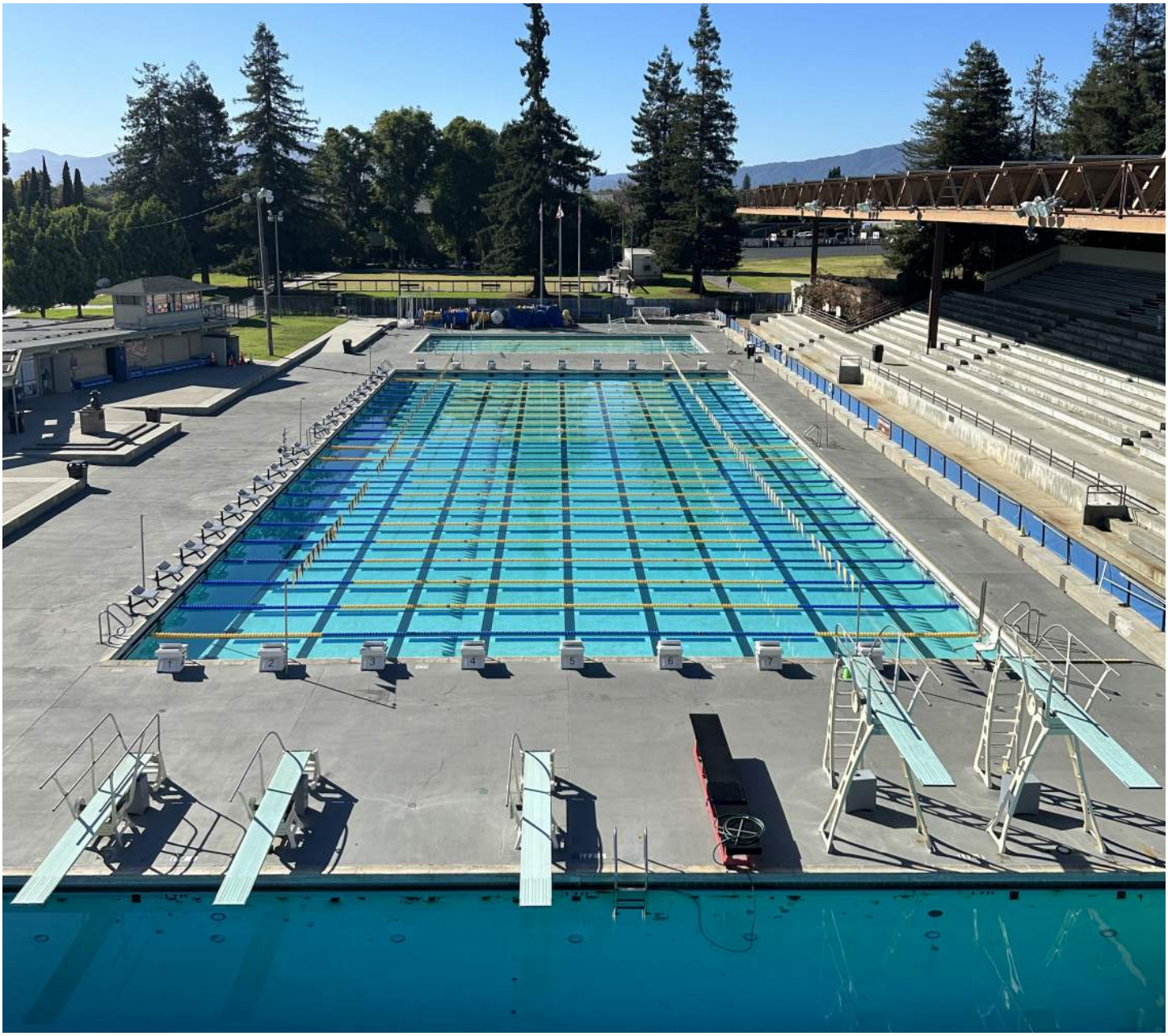
3.0 ASSESSMENT FINDINGS

3.1 Aquatic Design Group, Inc. (ADG)

3.1.1 Building A - Main Building/ Locker Room

3.1.2 Diver Tower and Viewing Windows

3.1.3 Pool Systems and Deck



INTERNATIONAL SWIM CENTER SWIMMING POOLS NEEDS ASSESSMENT

JANUARY 2024

AQUATIC DESIGN GROUP

THE CITY OF SANTA CLARA CALIFORNIA
The Mission City
INCORPORATED 1852

Table of Contents

SECTION	PAGE
A. INTRODUCTION	3
B. CODES	4
C. SWIMMING POOLS DATA	5
D. PROGRAMMING	7
E. CODE ITEMS	8
F. MAINTENANCE ITEMS	19
G. PROFORMA BUDGETS	23
H. SUMMARY	26

Aquatic Design Group (ADG) visited the International Swim Center in Santa Clara, California on September 27, 2023 to perform an assessment of the swimming pools, as well as their systems and equipment. The systems were in operation during ADG's site visit. The facility has the following outdoor bodies of water:

- **A 50-meter x 25-yard competition pool**
- **A 6-lane x 25-yard instructional pool**
- **A diving pool with a 10-meter tower and five (5) springboard diving boards**

The following report includes a summary of the existing conditions, code violations, deficiencies and proposed improvements for rehabilitation of the International Swim Center and related equipment. The scope of this report includes the swimming pools, dive tower and mechanical equipment. It excludes the structural integrity of the swimming pool shells, appurtenances, and accessibility in the path of travel to the swimming pool area and within the adjacent buildings. Note this also excludes evaluation of the building, building systems and building structural. It is possible that a facility of this age could have underlying issues that have gone unnoticed by staff and are not apparent to a visual inspection. This report attempts to provide an accurate and realistic assessment of existing conditions. Our observations are based upon the conditions we could observe, original drawings 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 LPA, Inc. 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, meaning they complied with code when they were built but code changes since make them not compliant with current code. We therefore recommend that these issues be reviewed on an individual basis to determine the disposition and possible remedies for each violation.

In addition to the code violations being of concern to the County Environmental Health Services Department, they may be of concern to the City from a risk mitigation perspective.

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 pools 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 pools and deck. Therefore, access from the street or parking areas to the International Swim Center and the adjacent buildings are not covered herein.

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 pool structures, pool mechanical spaces, or other spaces will require destructive testing which is not included in the scope of this report.



Image 1: International Swim Center

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

- **Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities** (ADAAG)
- **Americans with Disabilities Act** (ADA)
- **California Plumbing Code** (CPC), 2022 Edition
- **California Building Code** (CBC), **Chapter 31B**, 2022 Edition
- **California Mechanical Code** (CMC), 2022 Edition
- **California Fire Code** (CFC), 2022 Edition
- **International Swimming Pool and Spa Code** (ISPSC) **Standards,** 2021 Edition
- **Model Aquatic Health Code** (MAHC), 2023 Edition
- **Pool and Hot Tub Alliance Standards** (PHTA)
- **Federal Virginia Graeme Baker Pool and Spa Safety Act** (VGBA)
- **California AB1020** (AB1020)
- **Occupational Safety and Health Administration** (OSHA)
- **National Federation of State High School Associations** (CIF)
- **USA Swimming**
- **USA Water Polo**

The International Swim Center was built in 1967. The data compiled in this section of the report is based upon information from 1966 original drawings and staff, as well as images taken by ADG and observations made during the site visit.

50-Meter x 75-Yard Competition Pool:

- **Dimensions:** 164'-1 1/2" long x 75'-1" wide (per drawings)
- **Perimeter:** 478 linear feet (per drawings)
- **Surface Area:** 12,300 square feet (per drawings)
- **Volume:** 547, 116 gallons (per drawings)
- **25-Yard Lanes:** Twenty (20), 7'-0" in width (observed during site visit)
- **50-Meter Lanes:** Nine (9), 8'-0" in width (per drawings)
- **Depths:** 4'-6" to 6'-6" (per drawings)
- **Finish:** Plaster and tile (observed during site visit)
- **Underwater Lights:** Thirty-two (32) (per drawings)
- **Pool Main Drains:** Two (2) 18" x 18" (observed during site visit)
- **Gutter:** Perimeter gutter system (observed during site visit)
- **Ingress and Egress:** Six (6) sets of grabrails with recessed steps (observed during site visit)
- **Floor Inlets:** Forty (40) (per drawings)
- **Code Minimum Flow Rate:** 1,520 Gallons Per Minute (GPM) (Using 6-hour turnover)
- **Code Minumum Turnover Rate:** 6-hours
- **Actual Flow Rate:** Unknown (no flow meter)
- **Actual Turnover Rate:** Unknown (no flow meter)
- **Design Flow Rate:** 1,200 GPM (per installed valve)
- **Design Turnover Rate:** 8-hours

6-Lane x 25-Yard Instructional Pool:

- **Dimensions:** 75'-1" long x 42'-0" wide (per drawings)
- **Perimeter:** 234 linear feet (per drawings)
- **Surface Area:** 3,150 square feet (per drawings)
- **Volume:** 70,686 gallons (per drawings)
- **25-Yard Lanes:** Six (6), 7'-0" in width (per drawings)
- **Depth:** Constant 3'-0" (per drawings)
- **Finish:** Plaster and tile (observed during site visit)
- **Underwater Lights:** Seven (7) (per drawings)
- **Pool Main Drain:** One (1) 24" x 24" (observed during site visit)
- **Gutter:** Perimeter gutter system (observed during site visit)
- **Ingress and Egress:** Four (4) sets of grabrails with recessed steps (observed during site visit)
- **Floor Inlets:** Fourteen (14) (per drawings)
- **Code Minimum Flow Rate:** 196 Gallons Per Minute (GPM) (Using 6-hour turnover)
- **Code Minumum Turnover Rate:** 6-hours
- **Actual Flow Rate:** Unknown (no flow meter)
- **Actual Turnover Rate:** Unknown (no flow meter)
- **Design Flow Rate:** 200 GPM (per installed valve)
- **Design Turnover Rate:** 8-hours

Mechanical (Comingled) and Chemical Systems:
(Observed During Site Visit)

- **Diatomaceous Earth (D.E.) Filter Tank (x1) with Slurry**
  - Designed Total Filter Surface Area: 760 FT^2
  - Actual Total Filter Surface Area: 659 FT^2
  - Designed Filter Media Rate: 1.84 GPM / FT^2 at 1,400 GPM
  - Actual Filter Media Rate: 2.12 GPM / FT^2 at 1,400 GPM
- **Recirculation Pump**
  - Make: Unknown
  - Model: Unknown
  - Horsepower: 30
- **Recirculation Motor**
  - Make: Unknown
  - Model: Unknown
  - Horsepower: 30
- **Heating System**
  - Make: RBI
  - Model: CP4000
  - BTU Maximum Output: Unknown
  - Maximum Thermal Efficiency: Unknown
- **Chemical Control Monitor**
  - Make: BecSys
  - Model: System 3
- **Sanitation**
  - Liquid Chlorine (Sodium Hypochlorite) bulk tanks
  - 500 gallon capacity (x2) plus one (1) for Diving Pool
  - Stenner 85M5 and 45M4 chemical metering pumps: 120 total gallons per day feed rate capacity
- **pH Control**
  - Liquid Acid (Hydrochloric Acid)
  - No access to room during site visit
- **50-Meter Pool Suction Pipe Size and Flow Velocity**
  - Suction Pipe Size: 10-inch schedule 80
  - Suction Flow Velocity: 9.07 Feet Per Second (FPS)
- **50-Meter Pool Return Pipe Size and Flow Velocity**
  - Return Pipe Size: 6-inch schedule 80
  - Return Flow Velocity: 7.39 FPS
- **Instructional Pool Suction Pipe Size and Flow Velocity**
  - Suction Pipe Size: 6-inch schedule 80
  - Suction Flow Velocity: 5.58 FPS
- **Instructional Pool Return Pipe Size and Flow Velocity**
  - Return Pipe Size: 4-inch schedule 80
  - Return Flow Velocity: 5.58 FPS

Diving Pool:

- **Dimensions:** 75'-1" long x 60'-0" wide (per drawings)
- **Perimeter:** 270 linear feet (per drawings)
- **Surface Area:** 4,500 square feet (per drawings)
- **Volume:** 572,220 gallons (per drawings)
- **Depth:** Constant 17'-0" (per drawings)
- **Finish:** Plaster and tile (observed during site visit)
- **Underwater Lights:** Twenty-four (24) (per drawings)
- **Pool Main Drains:** Two (2) 24" x 24" (observed during site visit)
- **Gutter:** Perimeter gutter system (observed during site visit)
- **Ingress and Egress:** Four (4) sets of grabrails with recessed steps (observed during site visit)
- **Floor Inlets:** Twenty (20) (per drawings)
- **Code Minimum Flow Rate:** 1,590 Gallons Per Minute (GPM) (Using 6-hour turnover)
- **Code Minumum Turnover Rate:** 6-hours
- **Actual Flow Rate:** Unknown (no flow meter)
- **Actual Turnover Rate:** Unknown (no flow meter)
- **Design Flow Rate:** 1,200 GPM
- **Design Turnover Rate:** 8-hours

Mechanical and Chemical Systems: (Observed During Site Visit)

- **Diatomaceous Earth (D.E.) Filter Tank (x1) with Slurry**
  - Designed Total Filter Surface Area: 760 FT^2
  - Actual Total Filter Surface Area: 659 FT^2
  - Designed Filter Media Rate: 1.84 GPM / FT^2 at 1,400 GPM
  - Actual Filter Media Rate: 2.12 GPM / FT^2 at 1,400 GPM
- **Recirculation Pump**
  - Make: Unknown
  - Model: Unknown
  - Horsepower: 25
- **Recirculation Motor**
  - Make: Unknown
  - Model: Unknown
  - Horsepower: 25
- **Heating System**
  - Make: RBI
  - Model: DW1950
  - BTU Maximum Output: Unknown
  - Maximum Thermal Efficiency: Unknown
- **Chemical Control Monitor**
  - Make: BecSys
  - Model: System 3
- **Sanitation**
  - Liquid Chlorine (Sodium Hypochlorite) bulk tanks
  - 500 gallon capacity (x1) plus two (2) for other pools
  - Stenner 45M4 (x2) chemical metering pumps: 70 total gallons per day feed rate capacity
  - Liquid Acid (Hydrochloric Acid)
  - No access to room during site visit
- **Diving Pool Suction Pipe Size and Flow Velocity**
  - Suction Pipe Size: 10-inch schedule 80
  - Suction Flow Velocity: 5.45 Feet Per Second (FPS)
- **Diving Pool Return Pipe Size and Flow Velocity**
  - Return Pipe Size: 6-inch schedule 80
  - Return Flow Velocity: 6.7 FPS



Image 2: Diving Pool Piping

The International Swim Center supports the Santa Clara community and the Bay Area through the following programs:

- Recreational Swimming
- Lap Swimming
- Leisure Swimming
- Adult, Teen, Youth, Infant and Adaptive Learn-To-Swim Programs
- Aquatic Fitness Classes
- Recreational Diving
- Club Diving
- Lane and Facility Rentals
- Party Rentals

Staff indicated that no new or additional programming is desired for the facility and confirmed that the pools and dive tower accommodate existing programs well.



Image 3: Santa Clara Swim Club Sign in Floor



Image 4: Hall of Fame Display

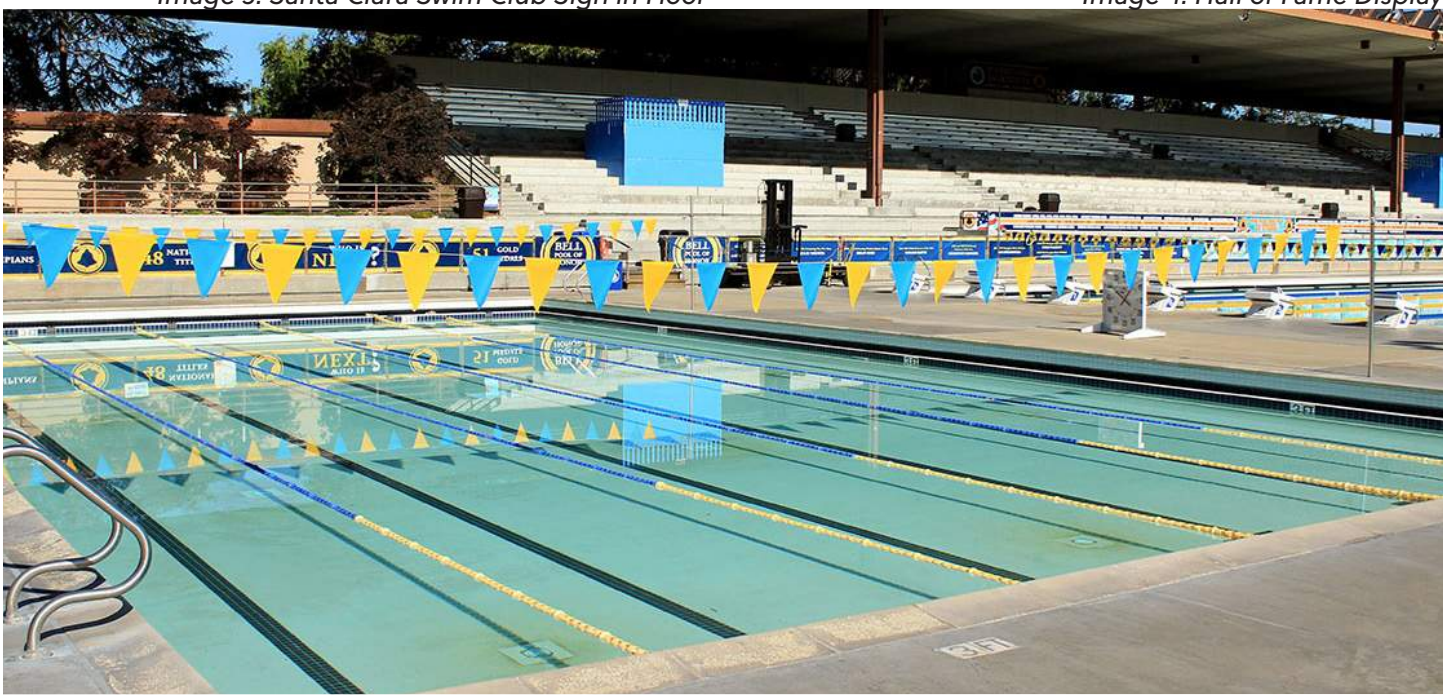


Image 5: Instructional Pool

ADG has determined that the following twenty-one (21) items at the International Swim Center 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 most items. The itemized estimates do not include general conditions and other soft costs that are typically added to any project for a total construction project cost. In addition, many code items trigger the need to bring additional code items into compliance simultaneously. As such, it is difficult to approach the suggested code repairs as individual projects.

ITEM	DESCRIPTION	PAGE #
1.1	Comingled Pools	8
1.2	Turnover Rate for Pools	9
1.3	Gutters for Pools	9
1.4	50-Meter Pool Autofill System	10
1.5	50-Meter Pool Depth for Racing Platforms	10
1.6	50-Meter Pool Piping	11
1.7	Flow Velocity for Pools	11
1.8	50-Meter Pool Floor Inlets	11
1.9	Safety Markers for Pools	12
1.10	Instructional Pool Coping Stones	12
1.11	Diving Pool Turnover Rate	13
1.12	Diving Pool Main Drains	13
1.13	Diving Pool Floor Inlets	13
1.14	Diving Pool Underwater Lights	14
1.15	Diving Pool Finish	14
1.16	Diving Pool Coping Stones	14
1.17	Deck for Pools	15
1.18	Diving Pool Safety Markers	15
1.19	Diving Pool Autofill System	16
1.20	Flow Meters for Pools	16
1.21	Pools Leaking	17

1.1 Comingled Pools:

The 50-Meter Pool and the Instructional Pool operate on the same recirculation system, despite being separate bodies of water. California code requires each pool to have its own recirculation system. The comingled pools are in violation of CBC, Chapter 31B:

> *3123B.1 System description. Each pool shall be provided with a separate recirculation system designed for the continuous recirculation, filtration and disinfection of the pool water. The system shall consist of pumps, filters, chemical feeders, skimmers or perimeter overflow systems, valves, pipes, connections, fittings and appurtenances.*

To separate the pools requires installing new piping and corresponding mechanical equipment to operate each individual pool. To accommodate an additional set of mechanical equipment the layout in the mechanical room needs to be reconfigured. During this process existing mechanical equipment that is dated could be, and in some cases would have to be, replaced. Additionally, this process would require draining of the pools as well as demolition of the decks. Upon completion of the install for new piping and mechanical equipment, the decks would have to be reconstructed and the pools replastered and refilled with water.

The following estimate is for new mechanical systems, new underground piping, a new surge tank and removal and replacement of the deck. For the full project scope and cost see page 23.

(Estimated Cost- $4,579,575.00)



Image 6: 50-Meter and Instructional Pools

1.2 Turnover Rate for Pools:

The 50-Meter Pool and Instructional Pool's turnover rate should meet or exceed 6-hours to comply with code. The pools were designed for a 7.6-hour turnover, which is in violation of CBC, Chapter 31B:

> *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.*

The pool systems should be revised to meet the code required minimum 6-hour turnover rate. This can be addressed when resolving item 1.1. See page 23 for the project scope and cost to address this code item.

1.3 Gutters for Pools:

The 50-Meter Pool and Instructional Pool's gutters are operating below the gutter lip due to flooding when the pools are full of swimmers. As a result, the pools do not skim the surface water when the pools are not full of swimmers. This condition is in violation of CBC, Chapter 31B:

> *3136B. Pool Skimming Systems. The pool shall be equipped with one or more skimming methods to provide continuous skimming of the pool water and shall be capable of continually withdrawing not less than 100 percent of the flow rate.*

The gutter and gutter piping should be modified to meet the code requirement for constant skimming. The following estimate is for gutter and gutter piping replacement for both pools (this item is included in the project scope on page 23).

(Estimated Cost- $882,000.00)



Image 7: 50-Meter and Instructional Pools

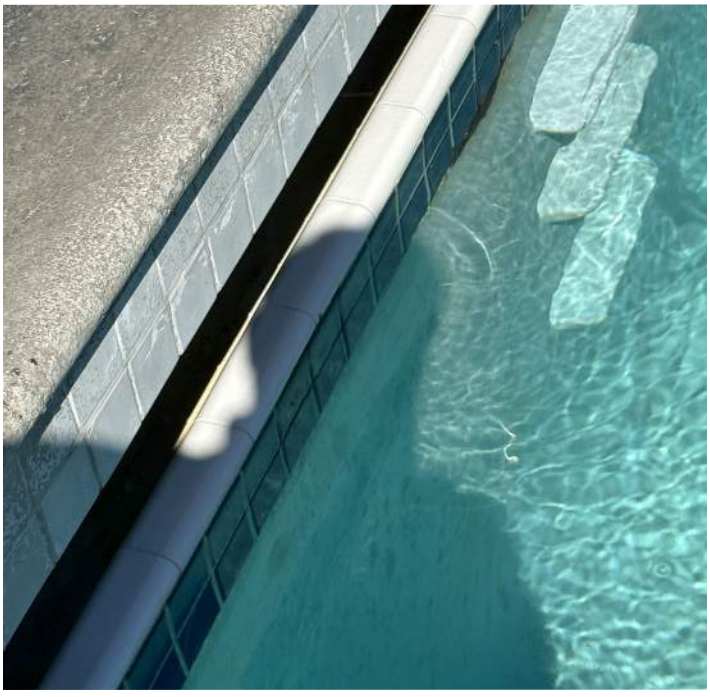


Image 8: Instructional Pool Gutter

1.4 50-Meter Pool Autofill System:

The 50-Meter Pool is filled with water manually. The lack of an automatic fill system is in violation of CBC, Chapter 31B:

> *3127B.3. Makeup Water. Automatic makeup water flow controls with a manual override control shall be provided to maintain the proper pool water level.*

An automatic fill system should be installed. The following estimate is for an automatic fill system to connect to the existing waterline piping (this item is included in the project scope on page 23).

(Estimated Cost- $20,000.00)

1.5 50-Meter Pool Depth for Racing Platforms:

The 50-Meter Pool has racing platforms installed in all 50-meter and 25-yard course locations. All of the 50-meter course starting platforms are installed where the pool water depth is 4'-6". The majority of the 25-yard short-course starting platforms are installed where the pool water depths are 4'-6" to 6'-0". California Building Code requires a universal No-Diving symbol be placed adjacent to every deck depth marker where the water depth is 6-feet or less. See CBC, 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...*

The starting platforms should be removed from all locations where the water is 6' deep or less to enhance safety and comply with code. Staff can remove the starting platforms from the deck.

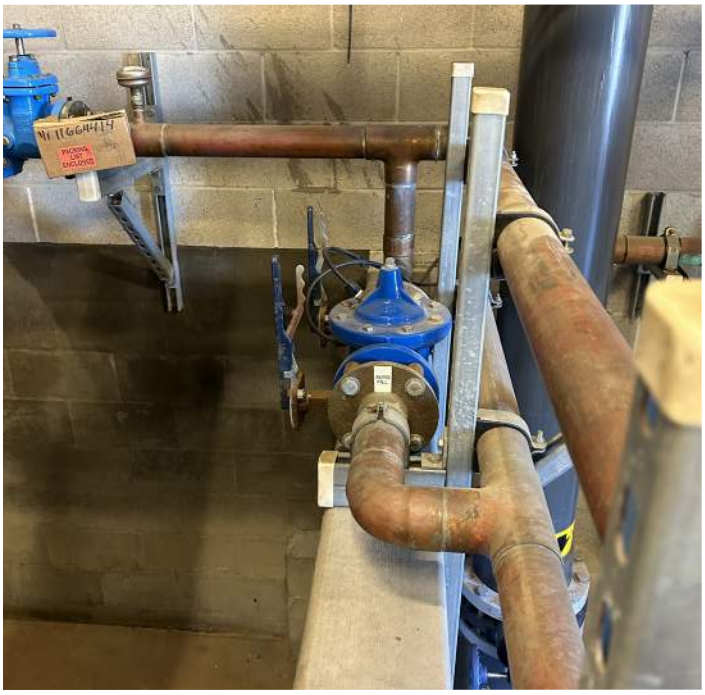


Image 9: Example Autofill System



Image 10: Starting Platform in 4'-6" Depth of Water

1.6 50-Meter Pool Piping:

The 50-Meter Pool suction piping larger than 6-inches is transite pipe, which contains asbestos. Asbestos concrete, which was a common building material during the time of initial construction, is now in violation of CBC, Chapter 31B and California Plumbing Code:

> *3125B.1.1. Materials. All piping, tubing and fittings shall comply with the applicable standards for potable water system materials set forth in Chapter 6 of the California Plumbing Code.*

A hazardous material abatement process for the piping would be required during pool and deck demolition, increasing costs. The following estimate is for hazardous material removal and disposal for the piping (this item is included in the project scope on page 23).

(Estimated Cost- $175,000.00)

1.7 Flow Velocity for Pools:

The 50-Meter Pool and Instructional Pool have a flow velocity for suction piping of 9.07 Feet Per Second (FPS). The flow velocity exceeds the allowances in CBC, Chapter 31B:

> *3125B.1. Line sizes. Pipes shall be sized so flow velocity of piping systems including all pipes and fittings other than inlet devices or venturi throats shall not exceed 6 feet per second in any suction or copper piping and 8 feet per second in any portion of the return system.*

High flow velocities can erode pipes and either cause leaking or replacement ahead of typical lifecycles. Old standards allowed PVC pipe velocities of up to 10 feet per second. With extra diligence the system can continue to operate at the current velocity. When the opportunity arises to provide separate systems for each pool the piping can change to have compliant flow velocities. The piping from the pools to the mechanical room as well as inside the mechanical room would need replacing to achieve flow velocities that do not exceed 6 FPS on the suction side and 8 FPS on the return side. This code item can be addressed when resolving item 1.1. The following estimate is for new piping (this item is included in the project scope on page 23).

(Estimated Cost- $150,000.00)

1.8 50-Meter Pool Floor Inlets:

The 50-Meter Pool has forty (40) floor inlets for recirculation. 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 75-feet wide and greater than 3,000 square feet. CBC, Chapter 31B states:

> *3137B.2.4 Floor inlets. Pools that are greater than 40 feet (12,192 mm) in width or 3,000 square feet (278.7 mm^2) 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.*

California Code requires two (2) inlets for the first 10,000 gallons of water and one (1) inlet thereafter per additional 10,000 gallons of water. CBC, Chapter 31B states:

> *3137B.2 Inlet fittings. Each pool shall be provided with not less than two recirculation system inlets for the first 10,000 gallon capacity and one additional inlet for each additional 10,000 gallon or less capacity.*

To comply with code the number of floor inlets would be fifty-five (55). 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, fifty-five (55) new floor inlets and related piping, and pool floor concrete (this item is included in the project scope on page 23). It is not reflective of pool plaster removal and replacement or costs associated with draining and refilling the pool with water (see page 23).

(Estimated Cost- $180,000.00)

1.9 Safety Markers for Pools:

The 50-Meter Pool and Instructional Pool are missing code-compliant "No Diving" graphic markers where the water depths are 6-feet or less. The lack of proper "No Diving" graphic markers is in violation of CBC, 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).*

Proper "No Diving" graphic markers can be installed by bushing down deck concrete and laying down code-compliant "No Diving" tile graphic markers. If the pool deck is to be completely replaced these safety markers would be included in that cost, along with all required depth markers (see page 23). The following estimate is for a retrofitted install of "No Diving" tile graphic markers on the pool deck in locations where the water depth is 6-feet or less.

(Estimated Cost- $8,000.00)

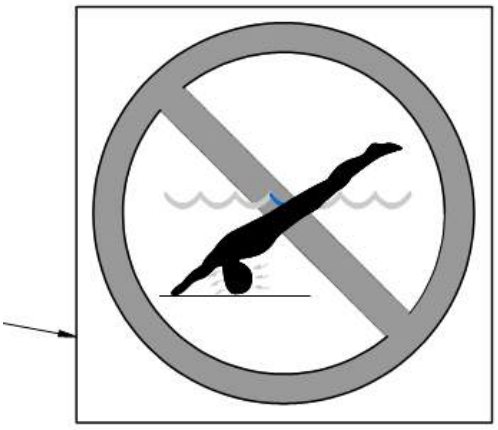


Image 11: Example of "No Diving" Graphic Marker

1.10 Instructional Pool Coping Stones:

The Instructional Pool coping stones are rough and pitted, creating places for bacteria and pathogens to grow. Code requires these surfaces to be non-porous to prevent recreational water illness outbreaks. See CBC, Chapter 31B:

> *3108B.2. Finish. The finished pool 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 coping stones should be replaced. The following estimate is for replacement coping stones (this item is included in the project scope on page 23).

(Estimated Cost- $50,000.00)



Image 12: Instructional Pool Coping Stones

1.11 Diving Pool Turnover Rate:

The Diving Pool's turnover rate should meet or exceed 6-hours to comply with code. The pool was designed for an 8-hour turnover, which is in violation of CBC, Chapter 31B:

> *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.*

The pool system should be revised to meet the code required minimum 6-hour turnover rate. This will require the removal of the surrounding pool deck, underground piping, under pool piping and an update to the mechanical equipment. See page 24 for the full project scope and cost to address this code item.

1.12 Diving Pool Main Drains:

The Diving Pool main drains were not designed to be hydraulically balanced as required by code. CBC, Chapter 31B states:

> *3162B. Anti-Entrapment Devices and Systems. Every swimming pool constructed on or after January 1, 2010, shall have at least two suction outlets per pump that are hydraulically balanced and symmetrically plumbed through one or more "T" fittings, and that are separated by a distance of at least three feet in any dimension between the suction outlets.*

New main drains and related under pool piping should be installed. The following estimate is for new main drains and related piping (this item is included in the project scope on page 24).

(Estimated Cost- $387,500.00)

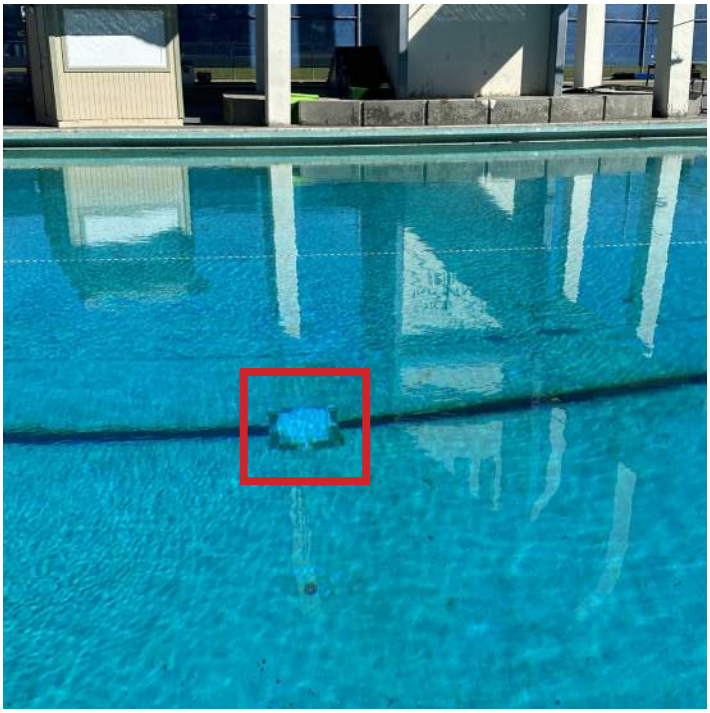


Image 13: Diving Pool Main Drain

1.13 Diving Pool Floor Inlets:

The Diving Pool has twenty (20) floor inlets for recirculation and all of them are missing their adjustable flow inserts. 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 75-feet wide and greater than 3,000 square feet. CBC, Chapter 31B states:

> *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.*

California Code requires two (2) inlets for the first 10,000 gallons of water and one (1) inlet thereafter per additional 10,000 gallons of water. CBC, Chapter 31B states:

> *3137B.2 Inlet fittings. Each pool shall be provided with not less than two recirculation system inlets for the first 10,000 gallon capacity and one additional inlet for each additional 10,000 gallon or less capacity.*

To comply with code the number of floor inlets would be fifty-eight (58). 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, fifty-eight (58) new floor inlets and related piping, and pool floor concrete (this item is included in the project scope on page 24). It is not reflective of pool plaster removal and replacement or costs associated with draining and refilling the pool with water (see page 24).

(Estimated Cost- $95,000.00)

1.14 Diving Pool Underwater Lights:

The Diving Pool underwater pool lights are not working on the north side of the pool. Staff report that this is due to compromised underground conduits being broken possibly by settlement from the dive tower, which does not allow new wires to be pulled through. New underground conduits and underwater pool lights should be installed to ensure the safety of patrons during early morning and evening hours of operation. The following estimate is for new underwater lights (this item is included in the project scope on page 24).

(Estimated Cost- $185,000.00)

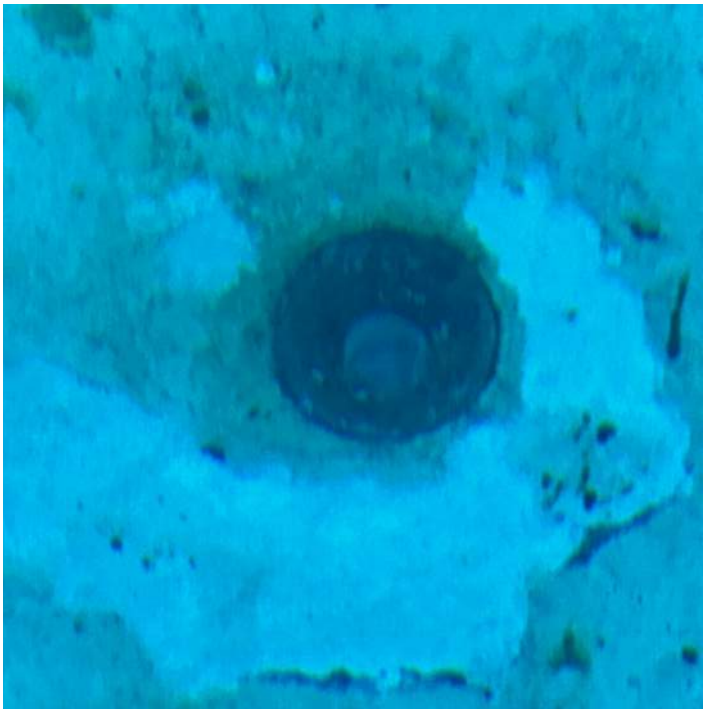


Image 14: Diving Pool Floor Inlet Without Flow Insert

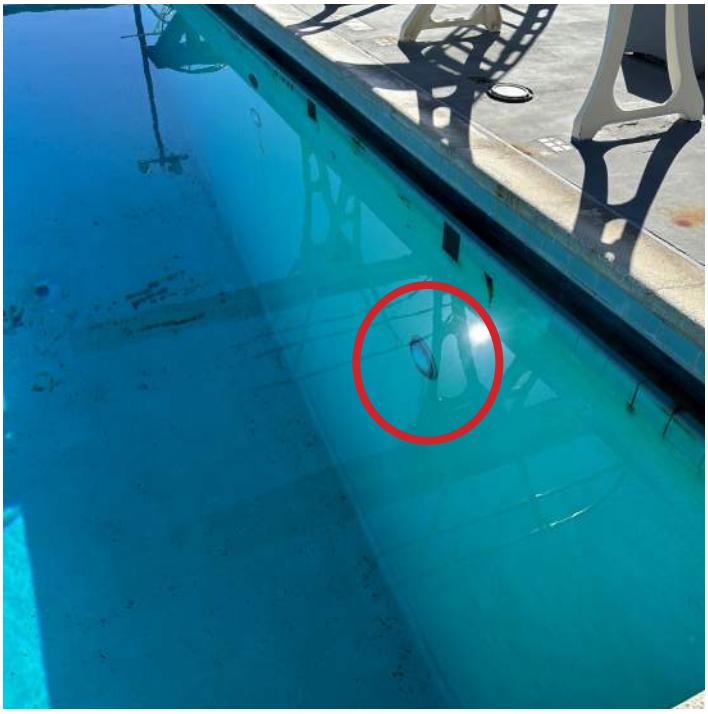


Image 15: Underwater Light in Diving Pool

1.15 Diving Pool Finish:

The Diving Pool finish is in need of replacement. The surface is delaminating, creating a porous finish for pathogens to grow. The aging finish is in violation of CBC, 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 National Plasterers Association states that swimming pool plaster should be expected to last between 12-15 years under normal conditions. As plaster ages water gets closer to the underlying structure of the pool shell and the result can be oxidation and deterioration of the steel rebar which can increase the risk of leaks and structural failure of the pool shell. A failing pool finish may also harbor pathogens, which could affect the health and safety of patrons.

The plaster must be replaced. The tile is recommended to be replaced at the same time. A new finish for the pool will improve safety for patrons and help protect against leaks and structural concerns. The industry standard for pool plaster is to use a quartz-based plaster with tile. 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 item is included in the project scope on page 24). The following estimate also includes waterproofing the surge tank, costs associated with draining and refilling the pool with water, and costs to balance 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 plaster renovation due to concrete shell repairs.

(Estimated Cost- $337,500.00)

Alternative pool finishes to plaster and tile include fiberglass, liners and Myrtha's RenovAction system. If the City is interested in information for alternative finishes ADG can be consulted for details, including costs.



Image 16: Delaminating Plaster in Diving Pool

1.16 Diving Pool Coping Stones:

The Diving Pool coping stones are rough and pitted, creating places for bacteria and pathogens to grow. Code requires these surfaces to be non-porous to prevent recreational water illness outbreaks. See CBC, Chapter 31B:

> *3108B.2. Finish. The finished pool 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 coping stones should be replaced. The following estimate is for replacement coping stones (this item is included in the project scope on page 24).

(Estimated Cost- $60,000.00)



Image 17: Diving Pool Coping Stones



Image 18: Failing Pool Deck

1.17 Deck for Pools:

The deck for the pools is in need of replacement to continue to safely serve patrons, athletes and spectators. The deck is failing with delamination, rough and porous areas, differential movement and cross slopes greater than 2%. These conditions are in violation of CBC, 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, and the deck area shall further extend 4 feet on both sides and rear of any diving board, fixed disabled access assistance device or slide and their appurtenances. The deck width shall be measured from the poolside edge of the coping lip.*

These deck issues will worsen with time. An estimate for a pool deck replacement is provided, including demo of the existing deck and a medium broom finish concrete with slot drains (this item is included in the project scope on page 23). Required deck depth markers and "no diving" markers would be replaced during deck replacement.

(Estimated Cost- $1,100,000.00)

1.18 Diving Pool Safety Markers:

Waterline depth markers are missing from the waterline tile in the Diving Pool. The lack of proper waterline depth markers is in violation of CBC, Chapter 31B:

> *3110B.4.2. Position. Where required by Section 3110B.4.1, depth markers shall be located in the following positions:*
>
> *2. For pools with perimeter overflow systems where coping cantilevers over the gutter depth markers may be positioned at the face of the cantilevered coping, the back wall above the gutter or immediately below the waterline which will result in the depth markers being completely submerged; or*

Waterline tile depth markers can be installed by removing and replacing waterline tiles. If the pool finish is to be completely replaced, these waterline tile depth markers are included in the cost estimate in section 1.15 (also included in the project scope on page 24). The following estimate is for a retrofitted install of waterline tile depth markers at all depth locations.

(Estimated Cost- $12,000.00)



Image 19: No Waterline Depth Marker

1.19 Diving Pool Autofill System:

The Diving Pool is filled with water manually. The lack of an automatic fill system is in violation of CBC, Chapter 31B:

> *3127B.3. Makeup Water. Automatic makeup water flow controls with a manual override control shall be provided to maintain the proper pool water level.*

An automatic fill system should be installed. The following estimate is for an automatic fill system to connect to the existing waterline piping (this item is included in the project scope on page 24).

(Estimated Cost- $20,000.00)

1.20 Flow Meters for Pools:

ADG did not observe flow meters for the pools during the site visit. The lack of flow meters on the pools is in violation of CBC, 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.*

Any flow meter purchased should be certified, listed and labeled to ANSI / NSF 50 by an ANSI-accredited certification organization. In addition, it is ADG's recommendation to install the flow meters in pipe locations with minimal flow distortion. Adequate straight-run pipe, both upstream and downstream of the flow meter, is recommended to maximize flow profile. Many manufacturers recommend placing a flow meter after a minimum of 10 pipe diameters of straight pipe and having an additional minimum 5 pipe diameters of straight pipe after the flow meter. It is also recommended that the flow meter be located after the filter. The following estimate is for two (2) new digital flow meters certified, listed and labeled to ANSI / NSF 50 (included in the projects scopes on page 23 and 24).

(Estimated Cost- $9,000.00)



Image 20: Example of A Digital Flow Meter

1.21 Pools Leaking:

There are known underground piping leaks, as reported by staff. At least one of the leaks is apparent by the water seeping into the pool pump pit from the underground pipes adjacent to the pit. The drawings show all large pool suction pipes to be concrete asbestos transite pipe. These pipes are notorious for leaking in pool applications after many years of service. Both the 50-Meter Pool and the Diving Pool have construction joints between the pool walls and the pool floor, which can also be another common source of pool leaks. The leaks should be sourced and repairs made. The following estimate is for leak detection and repairs (this item is included in the project scopes on pages 23 and 24).

(Estimated Cost- $100,000.00)

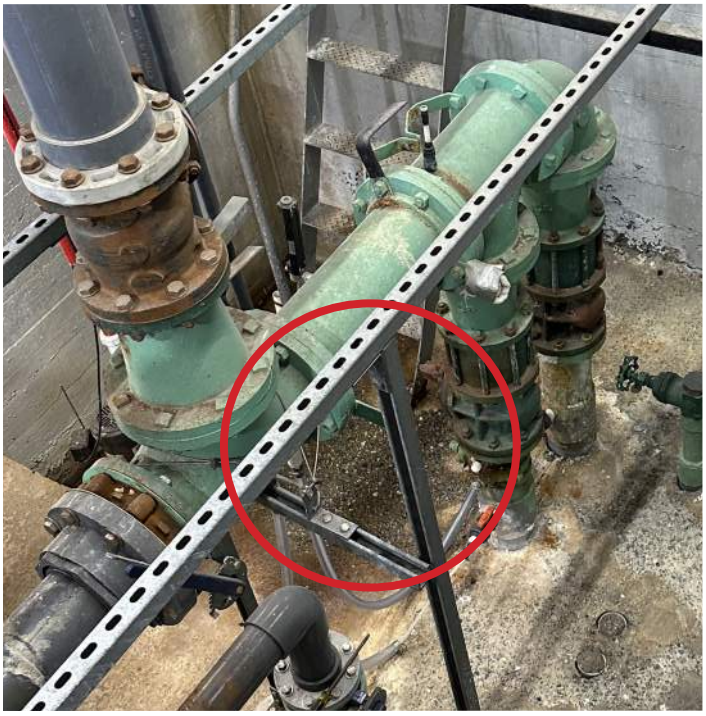


Image 21: Evidence of Leak in Pump Pit

The following eight (8) items are maintenance items for operations at the International Swim Center. A suggestion of possible remedy and an opinion of probable cost is given for most items. The itemized estimates do not include general conditions and other soft 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. In addition, many maintenance items are impacted by rectifying code items. As such, it may be difficult to approach each suggested maintenance repair as an individual project.

ITEM	DESCRIPTION	PAGE #
2.1	50-Meter Pool Finish	19
2.2	50-Meter Pool Racing Platforms	19
2.3	Diving Pool Underwater Windows	20
2.4	Floors for Pools	20
2.5	50-Meter Pool Steps	21
2.6	DE Filters for Pools	21
2.7	Pools Heaters and Controllers	22
2.8	Dive Tower	22

2.1 50-Meter Pool Finish:

The 50-meter pool plaster finish is starting to fail with small areas of delamination. This deterioration will accelerate over time. The plaster finish replacement should be planned for the upcoming years. The National Plasterers Association states that swimming pool plaster should be expected to last between 12-15 years under normal conditions. As plaster ages water gets closer to the underlying structure of the pool shell and the result can be oxidation and deterioration of the steel rebar which can increase the risk of leaks and structural failure of the pool shell. The following estimate is for a new plaster and tile finish for the 50-Meter Pool (this item is included in the project scope on page 23).

(Estimated Cost- $738,000.00)



Image 22: Plaster Delaminating in 50-Meter Pool

2.2 50-Meter Pool Racing Platforms:

The 50-Meter Pool's Omega starting platform anti-slip finish has worn off in many areas. These platforms should be repaired or replaced, unless they are eliminated as noted in section 1.5. The following estimate is for anti-slip finish replacement for the starting platforms.

(Estimated Cost- $40,000.00)



Image 23: Aging Anti-Slip Finish on Racing Platforms



Image 24: Diving Pool Underwater Windows

2.3 Diving Pool Underwater Windows:

The Diving Pool underwater windows are deteriorated and starting to leak. These three 3'x 3' windows will continue to deteriorate and require replacement or elimination. These windows are not typically used in modern aquatic centers. Given that nearly every person has a camera on them within their mobile phones there is a concern for inappropriate photos taken through the windows. With modern underwater cameras training aids and underwater viewing can be accommodated without the need for underwater windows. The underwater windows should be removed and eliminated. The following estimate is for removal of the windows.

(Estimated Cost- $160,000.00)

2.4 Floors for Pools:

It should be noted that the pool floors for both the 50-Meter Pool and the Diving Pool have a light steel reinforcement accompanied with a 10/10 woven wire fabric structure. As such, care should be taken if portions of the pool floor are removed for repairs in order to prevent pool walls from failing.

2.5 50-Meter Pool Steps:

The 50-Meter Pool has recessed steps installed in the midpoint of the 50-Meter long walls, which could be a hazard to someone using the lane for flip turns. These recessed steps should be removed and replaced with removeable ladders to avoid the potential hazard. The following estimate is for a removal of the steps and an installation of removeable ladders (this item is included in the project scope on page 23).

(Estimated Cost- $10,000.00)

2.6 DE Filters for Pools:

Staff report that they must drain and clean the diatomaceous earth filter systems every other week or 26 times per year. To accomplish this the staff most close the 50-Meter and Instructional Pools every other Tuesday from 6AM to 3PM and the Diving Pool every other Wednesday from 6AM to 3PM to clean the filter systems. New fully automatic high-rate sand filters would eliminate this requirement for staff labor and pool program closure. The following estimate is for new high-rate sand filter systems for each pool (this item is included in the project scopes on pages 23 and 24).

(Estimated Cost- $1,050,000.00)

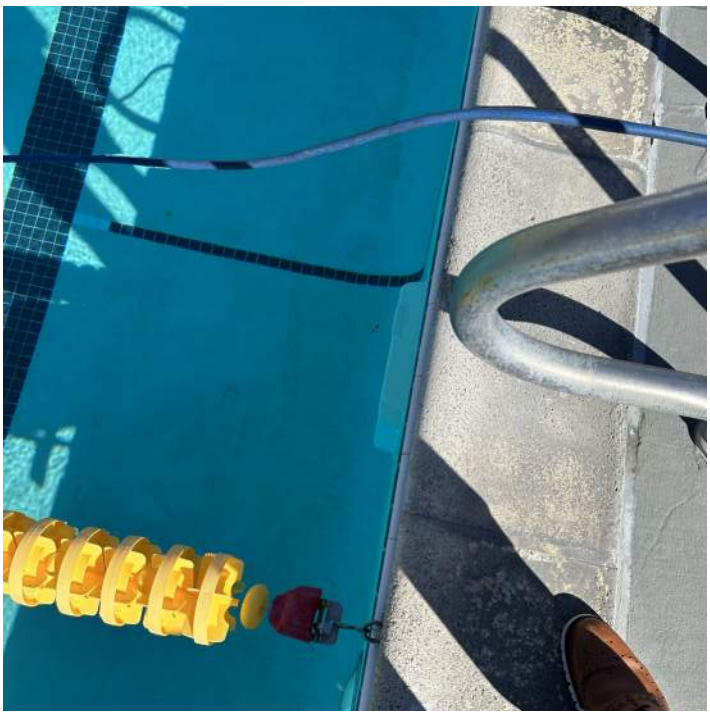


Image 25: Recessed Steps in 50-Meter Pool



Image 26: DE Filter

2.7 Pool Heaters and Controllers:

Under current operations staff report that they have had to replace the pool water heat exchangers three (3) times in the last four years. The failure of these heat exchangers is typically due to chemical corrosion. New chemical control and feed systems along with modern titanium external heat exchangers should provide a heating system with an expected life of 12 to 20 years. The following estimate is for replacement heating systems for the pools (this item is included in the project scopes on pages 23 and 24).

(Estimated Cost- $600,000.00)

2.8 Dive Tower:

The dive tower has been deteriorating for some time. The structural viability of this tower will be addressed by others. In the meantime it should be noted that the existing dive tower is constructed with 5-meter, 6.5-meter and 10-meter platforms. Current dive regulations require dive platforms of 5-meters, 7.5-meters and 10-meters.



Image 27: Diving Pool Heater



Image 28: Diving Platform in Tower

The following proforma budget of the International Swim Center provides estimated costs to separate the comingled pools (50-Meter Pool and Instructional Pool). This project also addresses some of the code and maintenance concerns outlined in the report and improves pool operations. All repairs or replacements would be designed and constructed to current code standards.

International Swim Center
Separation of 50-Meter and Instructional Pool Co-Mingled Systems
Proforma Budget Estimated Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSIONS
1.0	CONSTRUCTION COSTS				
1.1	Remove and Replace Pool Deck & Deck Drains	20,000	SF	$ 55.00	$ 1,100,000.00
1.2	New Under Pool Piping 50-Meter Pool	1	LS	$ 180,000.00	$ 180,000.00
1.3	New 50-Meter Pool Main Drains	1	LS	$ 50,000.00	$ 50,000.00
1.4	New 50-Meter Pool Underground Piping	1	LS	$ 95,000.00	$ 95,000.00
1.5	New 50-Meter Pool Mechanical Equipment	1	LS	$ 400,000.00	$ 400,000.00
1.6	Conversion of the Filter Pit to Pump Pit	1	LS	$ 75,000.00	$ 75,000.00
1.7	New 50-Meter Pool Plaster and Tile	12,300	SF	$ 60.00	$ 738,000.00
1.8	New 50-Meter Pool Surge Tank	1	LS	$ 60,000.00	$ 60,000.00
1.9	New 50-Meter Pool Underwater Lights	32	EA	$ 3,000.00	$ 96,000.00
1.10	New 50-Meter Pool Stairs	1	LS	$ 60,000.00	$ 60,000.00
1.11	New Instructional Pool Main Drains	1	LS	$ 60,000.00	$ 60,000.00
1.12	New Instructional Pool Underground Piping	1	LS	$ 65,000.00	$ 65,000.00
1.13	New Instructional Pool Mechanical Equipment	1	LS	$ 250,000.00	$ 250,000.00
1.14	New Instructional Pool Surge Tank	1	LS	$ 10,000.00	$ 10,000.00
1.15	New Instructional Pool Plaster and Tile	3,150	SF	$ 50.00	$ 157,500.00
1.16	New Instructional Pool Underwater Lights	7	EA	$ 3,000.00	$ 21,000.00
1.17	New Instructional Pool Walk-Out Stairs	1	LS	$ 60,000.00	$ 60,000.00
1.18	New ADA Access Both Pools	2	EA	$ 15,000.00	$ 30,000.00
1.19	**Subtotal**				**$ 3,507,500.00**
1.20	General Contractor Mark-Up/Overhead	15%			$ 526,125.00
1.21	Construction Contingency Costs	10%			$ 350,750.00
1.22	Design Contingency	5%			$ 175,375.00
1.23	**SUBTOTAL CONSTRUCTION & EQUIPMENT COSTS**				**$ 4,559,750.00**
1.24	Construction Escalation	**1**	**YRS**	**5.0%**	**$ 227,987.50**
1.25	**TOTAL CONSTRUCTION & EQUIPMENT COST W/ ESCALATION**				**$ 4,787,737.50**
2.0	FF&E				
2.1	Pool Deck & Safety Equipment (Allowance)	1	LS	$ 30,000.00	$ 30,000.00
2.2	**TOTAL FF&E**				**$ 30,000.00**
3.0	NONCONSTRUCTION COSTS				
3.1	**Soft Costs**	**30%**			**$ 1,445,321.25**
4.0	**TOTAL ESTIMATED PROJECT COST**				**$ 6,263,058.75**

The following proforma budget of the International Swim Center provides estimated costs to replace the mechanical system and related piping for the Diving Pool to comply with turnover rates under current code. This project also addresses some of the code and maintenance concerns outlined in the report and improves pool operations. All repairs or replacements would be designed and constructed to current code standards.

International Swim Center
Diving Pool 6-Hour Turnover Rate Upgrade
Proforma Budget Estimated Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSIONS
1.0	CONSTRUCTION COSTS				
1.2	New Under Pool Piping Dive Pool	1	LS	$ 140,000.00	$ 140,000.00
1.3	New Dive Pool Main Drains	1	LS	$ 50,000.00	$ 50,000.00
1.4	New Dive Pool Underground Piping	1	LS	$ 95,000.00	$ 95,000.00
1.5	New Dive Pool Mechanical Equipment	1	LS	$ 400,000.00	$ 400,000.00
1.6	Conversion of the Filter Pit to Pump Pit	1	LS	$ 75,000.00	$ 75,000.00
1.7	New Dive Pool Plaster and Tile	4,500	SF	$ 75.00	$ 337,500.00
1.8	New Dive Pool Surge Tank	1	LS	$ 60,000.00	$ 60,000.00
1.9	New Dive Pool Underwater Lights	24	EA	$ 3,000.00	$ 72,000.00
1.10	New ADA Access Both Pools	1	LS	$ 15,000.00	$ 15,000.00
1.11	**Subtotal**				**$ 1,244,500.00**
1.12	General Contractor Mark-Up/Overhead	15%			$ 186,675.00
1.13	Construction Contingency Costs	10%			$ 124,450.00
1.14	Design Contingency	5%			$ 62,225.00
1.15	**SUBTOTAL CONSTRUCTION & EQUIPMENT COSTS**				**$ 1,617,850.00**
1.16	Construction Escalation	**1**	**YRS**	**5.0%**	**$ 80,892.50**
1.17	**TOTAL CONSTRUCTION & EQUIPMENT COST W/ ESCALATION**				**$ 1,698,742.50**
2.0	FF&E				
2.1	Pool Deck & Safety Equipment (Allowance)	1	LS	$ 30,000.00	$ 30,000.00
2.2	**TOTAL FF&E**				**$ 30,000.00**
3.0	NONCONSTRUCTION COSTS				
3.1	**Soft Costs**	**30%**			**$ 518,622.75**
4.0	**TOTAL ESTIMATED PROJECT COST**				**$ 2,247,365.25**

The following proforma budget of the International Swim Center provides estimated costs to replace all of the pools in-kind. All replacements would be designed and constructed to current code standards.

International Swim Center
Replacement Pools
Proforma Budget Estimated Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSIONS
1.0	CONSTRUCTION COSTS				
1.1	Demo and Dispose of Pools and Pool Deck	1	LS	$ 250,000.00	$ 250,000.00
1.2	New Dive Pool and Mechanical Equipment	6,150	SF	$ 350.00	$ 2,152,500.00
1.3	New 10-Meter Dive Tower	1	LS	$ 2,000,000.00	$ 2,000,000.00
1.4	New Dive Pool Dry Land Training Allowance	1	LS	$ 500,000.00	$ 500,000.00
1.5	New Dive Pool Surge Tank	1	LS	$ 60,000.00	$ 60,000.00
1.6	New 50-Meter Competition Pool & Mech. Equip.	12,300	SF	$ 320.00	$ 3,936,000.00
1.7	New 50-Meter Pool Surge Tank	1	LS	$ 60,000.00	$ 60,000.00
1.8	New 50-Meter Pool Competitive Equipment	1	LS	$ 325,000.00	$ 325,000.00
1.9	New Instructional Pool & Mechanical Equipment	3,250	SF	$ 305.00	$ 991,250.00
1.10	New Instructional Pool Surge Tank	1	LS	$ 10,000.00	$ 10,000.00
1.11	All Pool Deck Equipment	1	LS	$ 185,000.00	$ 185,000.00
1.12	New Pool Deck and Deck Drainage	20,000	SF	$ 55.00	$ 1,100,000.00
1.13	New Pool Mechanical Space	1	LS	$ -	$ -
1.14	**Subtotal**				**$ 11,569,750.00**
1.15	General Contractor Mark-Up/Overhead	15%			$ 1,735,462.50
1.16	Construction Contingency Costs	10%			$ 1,156,975.00
1.17	Design Contingency	5%			$ 578,487.50
1.18	**SUBTOTAL CONSTRUCTION & EQUIPMENT COSTS**				**$ 15,040,675.00**
1.19	Construction Escalation	**1**	**YRS**	**5.0%**	**$ 752,033.75**
1.20	**TOTAL CONSTRUCTION & EQUIPMENT COST W/ ESCALATION**				**$ 15,792,708.75**
2.0	FF&E				
2.1	Pool Deck & Safety Equipment (Allowance)	0	LS	$ -	$ -
2.2	**TOTAL FF&E**				**$ -**
3.0	NONCONSTRUCTION COSTS				
3.1	**Soft Costs**	**30%**			**$ 4,737,812.63**
4.0	**TOTAL ESTIMATED PROJECT COST**				**$ 20,530,521.38**



Image 28: Instructional Pool

The International Swim Center has proudly served the Santa Clara and Bay Area communities. The pools and dive tower have provided many years of service. In their current condition, they are in need of extensive repairs or replacement to safely and effectively serve.

This document provides an assessment of existing conditions, recommendations for action and options that can be weighed by City staff. It is important to note that this document is based strictly on observations, original drawings and information provided by staff. No information found in this document is provided with any agenda other than fulfilling the contractual obligations between LPA, Inc. and ADG.

On behalf of all of us at Aquatic Design Group we look forward to continuing to help LPA, Inc. and the City of Santa Clara in any way we can to ensure continued aquatic success.

Sincerely,

AQUATIC DESIGN GROUP, INC.

END OF ADG ASSESSMENT FINDINGS.

LPA, INC.

STRUCTURAL

3.0 ASSESSMENT FINDINGS

3.2 LPA, Inc.

3.2.1 Structural

3.2.1.1 Building A - Main Building/ Locker Room

3.2.1.2 Diver Tower and Viewing Windows

3.2.1.3 Large Canopy over Bleachers and Building D Tower

3.2.1.4 Building B and C - Restroom and Concessions

3.2.1.5 Building E,F, and G

STRUCTURAL ASSESSMENT FINDINGS

October 19, 2023

International Swim Center, Santa Clara, CA
Structural Assessment

1. Building A – Administration Building
   a. The center Rotunda requires lateral load resisting system. Existing corner wood posts are not sufficient as lateral load resisting system.



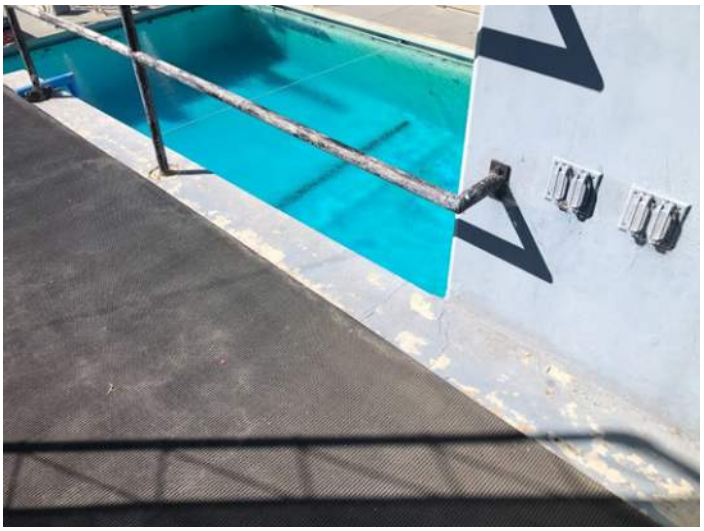


   b. Along the 4 wings of the building, continuous clerestory windows occur along all perimeter walls. As the result, the shear walls are discontinued from the roof framing. Wood posts cantilever over wall panels to resist lateral loads from the roof. This type of lateral load resisting system is not permitted in current code. Further review required to retrofit the lateral load resisting system.
   c. Some exposed steel posts are badly rusted at the base and shall be replaced.
   d. Press box structure above the club office wing does not have defined lateral load resisting system on 4 sides of walls.



e. The red tagged Women's shower and Men's shower addition should be demolished and replaced. The existing wood studs have been severely damaged by steam piping leakage.

2. Diver Tower
   a. Steel stair inside the dive tower is severely rusted and some connections are damaged. Stair is unsafe to use.
   b. Concrete curb adjacent to the stair opening is cracked and exposed rebar is severely rusted.
   c. Diving platforms at the start of the cantilevers have observed cracks on the top surface concrete structural slab. Concern that water will get into these cracks and cause rusting to the rebars. Recommend removing the floor cover to further evaluate the existing condition.



   d. Basic structural system is reasonable. There are a lot of shear walls for the size of the structure. Concrete shear walls are in general good condition.
   e. ICS facility staff mentioned the tower seems to have settled during some recent earthquake. They said they cannot pull the electric cable to change the pool lights along the wall adjacent to the dive tower foundation. The facility staff suspected the pile foundation settlement obstructed the cable. Some moderate cracking observed on the concrete platform at the base of the dive tower structure. These cracks may indicate some settlement of the structure. However, whether the settlement is contributing to the light issue is unknown.

3. Building B – Restroom/Concessions.
   a. Exposed glue-laminated fascia beams appears to be delaminated at many places on the surface. This member may not be structural in naturemay not affect the integrity of the structure.

4. Building D – Canopy Tower.
   a. Severe rusting is found on the roof drain gutter along the perimeter of the canopy roof. These roof drain gutter are made of light gauge sheet metal. Some damaged gutters poses falling hazards to the building or walkway below.



b. Roof trusses of the canopy roof appear in reasonably sound condition. Some of the cover coating has been worn off and exposed the base primer. The original primer appears to be in reasonable shape with minor rusting observed.





c. The canopy tower access structure that houses the access ladder to the top of roof deck is badly damaged. Severe water damage and drywall cracks are observed on all walls of the structure. Rusting of metal stud bottom tracks are observed. Metal stud walls enclosed by the gypsum wall board are anticipated to be badly rusted as well. This is a stand-alone structure without connection to the roof structure. The gravity and lateral load resisting system is primarily metal studs and drywall. With the severity of the damage observed, most of the lateral load resisting system have been compromised, it is unsafe to be inside the structure.



d. There are (8) steel cantilever columns supporting the entire roof structure. Columns are most likely not in compliance with the current building code standard and should be evaluated. An additional steel member, or reinforcing the existing member by welding new member, will be required to strengthen the existing structure. Further analysis will be required to provide recommendations.

5. Canopy Bleachers
   a. Metal stud walls behind the aluminum bleachers appears to be rusted and indicates signs of water damage. Studs shall be replaced and protected.
   b. Severe concrete cracks on steps are found along south end of the bleacher. Evident of differential settlement is observed. Geotechnical engineer should review the existing soil condition and provide recommendations.



6. Building E – Training Room and Storage
   a. This one-story building constructed of wood roof framing and reinforced concrete masonry wall around perimeter is in generally good condition.

7. Building F – Maintenance Storage
   a. Similar construction as Building E with wood roof framing and concrete masonry walls, the building is in generally good condition.

8. Building G – Park Maintenance Storage
   a. This one-story building constructed of wood roof framing over plywood shear walls on all side of the building. A continuous clerestory window along the north and south wall of the structure. The shear wall are discontinuous between roof and top wall. Wood posts connect the roof to the shear wall. This system do not meet the current code requirement.
   b. Evidence of water damage observed at the plywood shear wall near the sill plate.



END OF STRUCTURAL ASSESSMENT FINDINGS.

LPA, INC.

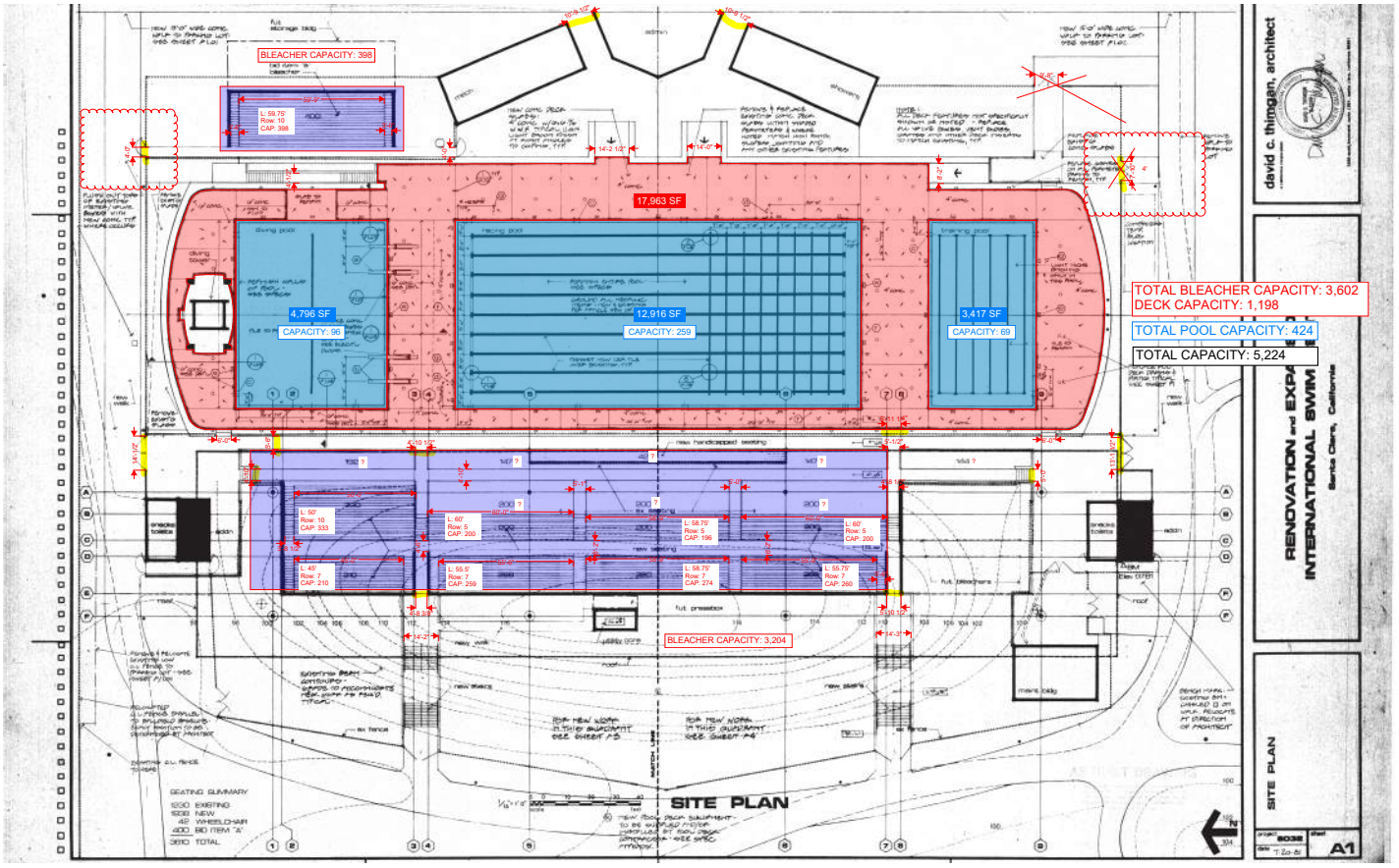
ARCHITECTURE

3.0 ASSESSMENT FINDINGS

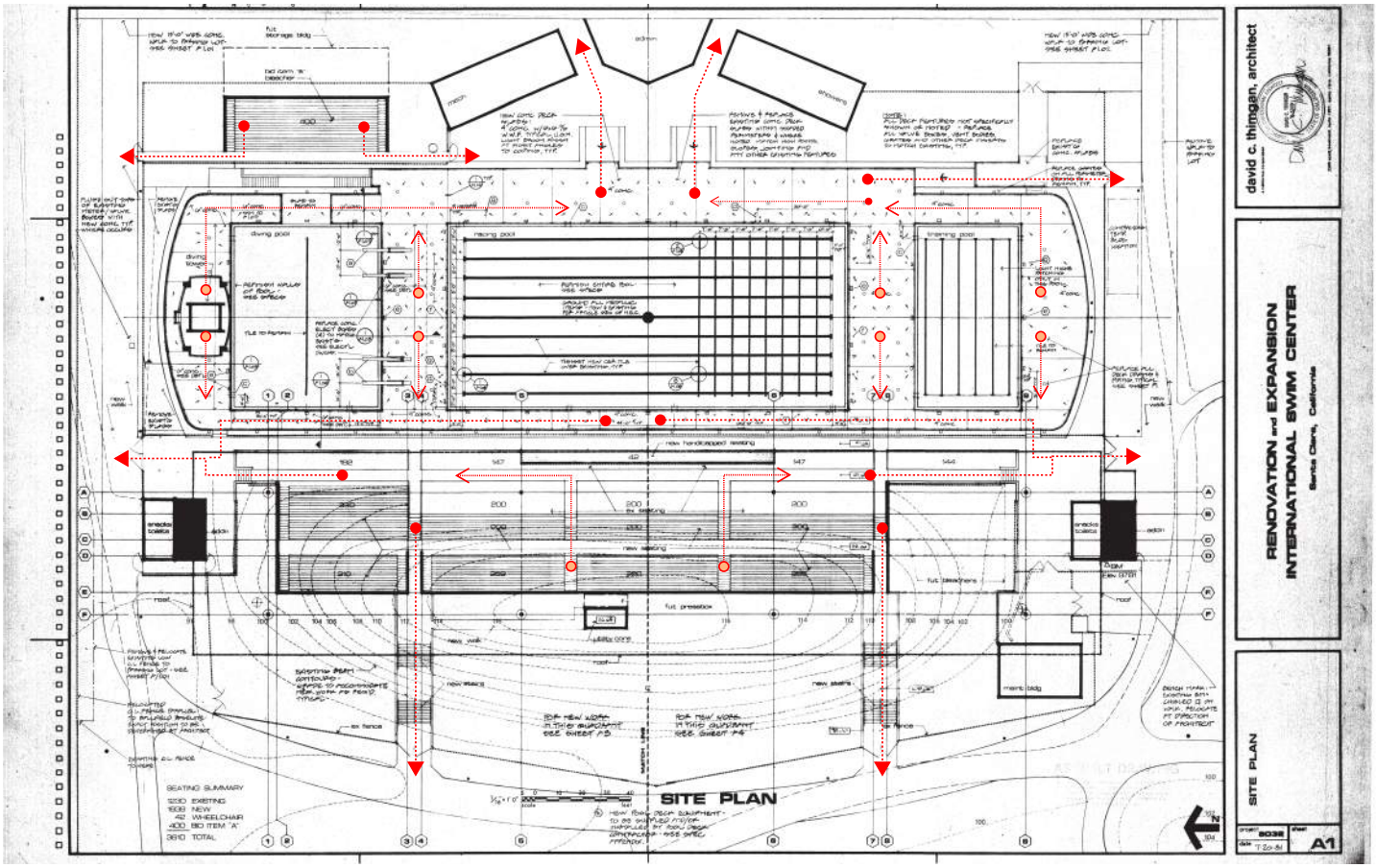
3.2 LPA, Inc.
3.2.2 Architectural
3.2.2.1 Facility and Site Egress Review
3.2.2.2 Plumbing Code Review

SITE KEY PLAN

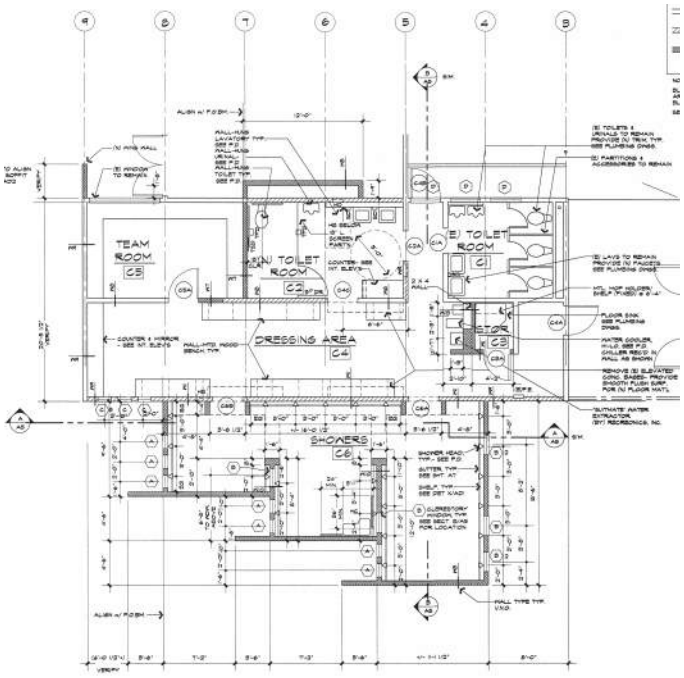




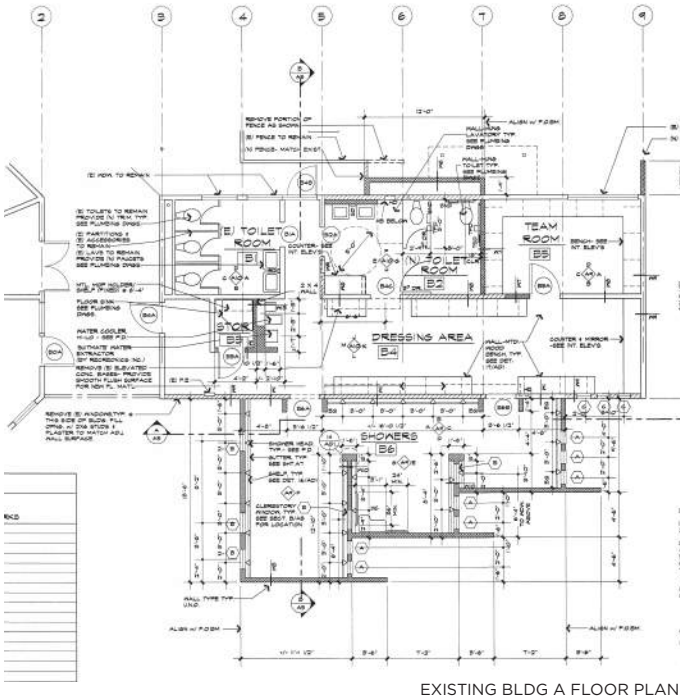
OCCUPANCY LOAD CALCULATIONS - BLEACHERS, POOLS, AND POOL DECKS



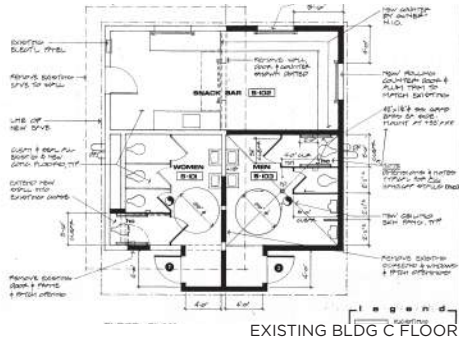
EXIT EGRESS ANALYSIS



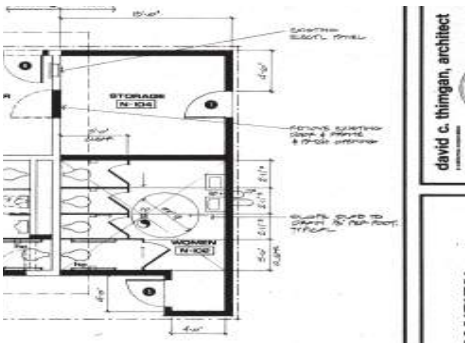
EXISTING BLDG A FLOOR PLAN
SOUTH SHOWER ROOMS



EXISTING BLDG A FLOOR PLAN
NORTH SHOWER ROOMS



EXISTING BLDG C FLOOR PLAN
RESTROOMS & CONCESSIONS



EXISTING BLDG B FLOOR PLAN
RESTROOM & CONCESSIONS

REQUIRED FIXTURES PER 2022 CPC

	WATER CLOSET	URINALS	LAVATORIES	DRINKING FOUNTAINS
MEN'S	10	14	14	14
WOMEN'S	32	0	18	

EXISTING FIXTURES

	WATER CLOSET	URINALS	LAVATORIES	DRINKING FOUNTAINS
MEN'S	8	7	8	12
WOMEN'S	13	0	8	

ARCHITECTURAL ASSESSMENT FINDINGS

Architectural Assessment – Occupancy, Egress Analysis, and Plumbing Code Compliance.

The Santa Clara International Swim Center is a facility that was built in 1967. The original constitution would have followed that year's respective building code requirements. Following new and current codes, which are required for the planning review, the building creates several violations that trigger the facility to be uninhabitable and unsafe until substantial changes are made. Our current review process looks at 3 minimum factors that are requirements in this upgrade: Occupancy, Egress, and Plumbing Count.

The current occupancy, classified per the CBC 2022, categorizes the facility under the A3 and A5 occupancy. This creates a total occupant count of 5,224 occupants, inclusive of the bleachers, bodies of water, and pool deck with minimal occupancy within the supporting structures. Per the CBC 2022 This capacity at the main event area nears the pools and bleachers requires a minimum of 4 complaint exits and a total combined exit width of 87 feet spread throughout all exits.

Observation of the current conditions shows that the facility has a total combined exit width of roughly 45 linear feet, which is nearly half of the requirements needed for an event. Of the 45 feet only (2) gates of approximately 8 feet in width have code-compliant egress gate and hardware for pedestrians. However, two gates with proper hardware are locked by chains and padlocks at all times making them non code-complaint. The remaining exits are not pedestrian gates and are currently used like maintenance gates that are not valid exits when closed.

Based on how the facility currently operates, the main exit path is not in compliance with California Building Code for safe emergency egress. All users are required to enter and exit through a single entry within the main entry building. In an emergency, the main path of egress divides into two directions, only to funnel the two paths back into the buildings in one main exit path. This is not



ARCHITECTURAL ASSESSMENT FINDINGS

compliant with code and a life safety hazard during an emergency.

Should the two site exits off of the main pool deck that have panic hardware be unchained during use, then the pool deck is partially compliant, allowing a maximum number of occupants of 380 or less. If the gates are not unchained during use, then the maximum occupancy of this facility would be 49 occupants, utilizing the front entrance only.

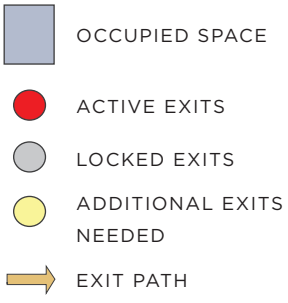
Based on the occupancy, the building code requires that any event with less than 500 occupants would need to have two functional and unchained exits with panic hardware. Having more than 500 occupants would require three exits with panic hardware and the proper widths. Having 1,000 or more occupants would need to have four exits minimum that have panic hardware and the proper amount of exit widths.

Our findings show that it is needed to have additional exit lengths to total 87 feet and a minimum of four exits with panic hardware, per the 2022 California Building Code.

Based on the current plumbing fixtures combined from Main Building A Locker Rooms and the supporting Restroom and Concessions, the plumbing fixtures are greater than 50 percent deficiency from what would be needed at full capacity. Both the size of the restrooms and lockers rooms and quantity of fixtures would need to be increased to meet plumbing fixture requirements. However, this is not possible in the current footprint of the existing building and will require additional square footage in order to achieve the minimum plumbing fixture requirements.

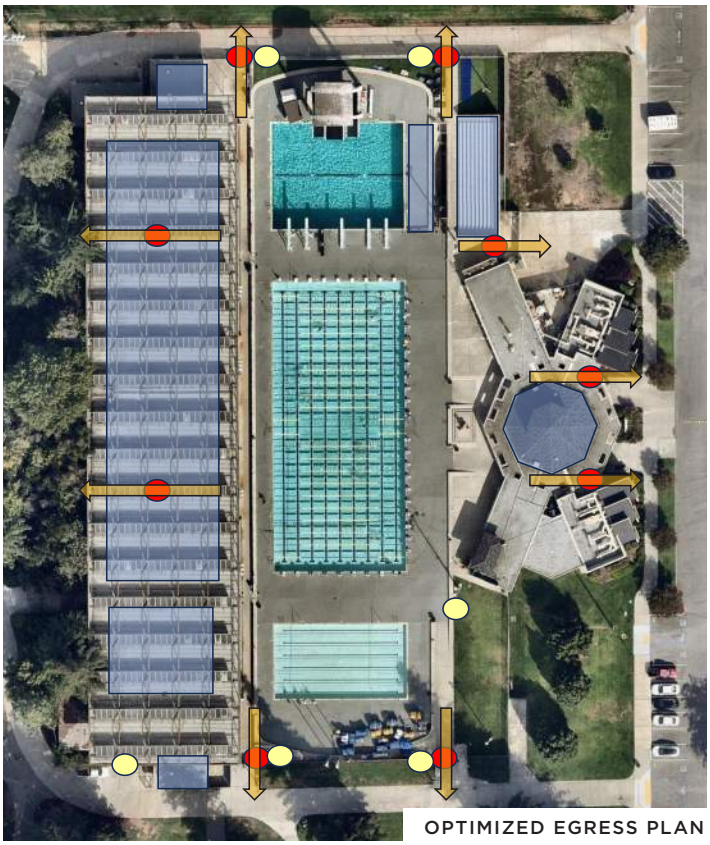


EXISTING CHAINED EXIT





CURRENT EGRESS PLAN



OPTIMIZED EGRESS PLAN

END OF ARCHITECTURAL ASSESSMENT FINDINGS.

SIMPSON GUMPERTZ & HEGER

3.0 ASSESSMENT FINDINGS

3.3 Simpson Gumpertz & Heger (SGH)

- 3.3.1 Building A - Main Building/Locker Room
- 3.3.2 Diver Tower and Viewing Windows
- 3.3.3 Pool Deck
- 3.3.4 Large Canopy over Bleachers and Building D Tower

SGH ASSESSMENT FINDINGS



TABLE OF CONTENTS

CODES & STANDARDS

ROOFS

EXTERIOR WALL CLADDING & FENESTRATIONS

SHOWER FACILITIES IN BUILDING A

CANOPY BLEACHER STRUCTURE

DIVE TOWER

CONCRETE STRUCTURES & COMPONENTS

CONCRETE STADIUM BLEACHERS & STEPS

STEEL STADIUM ROOF

CODES & STANDARDS

For purposes of this report, compliance with current codes and industry standards will be used to evaluate the condition and performance of the Facility. We also reviewed and considered project-specific documents, such as architectural drawings and condition assessment reports prepared by others. The documents we considered in our analysis include:

- 2022 California Building Code (CBC)
- ASTM E2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process
- 2023 TCNA Handbook for Ceramic, Glass, and Stone Tile.
- Facility Condition Assessment Report for the International Swim Center prepared by Kitchell for the City of Santa Clara, CA dated 31 January 2018.
- ASTM E797/E797M-21, Standard Practice for Measuring Thickness by Manual Ultrasonic Pulse-Echo Contact Method
- ASTM A168: Tentative Specification for Corrosion Resistant Iron-Chromium and Iron-Chromium-Nickel Alloy Castings for General Application
- ASTM D4580/D4580M-18, Standard Practice for Measuring Delaminations in Concrete Bridge Decks by Sounding

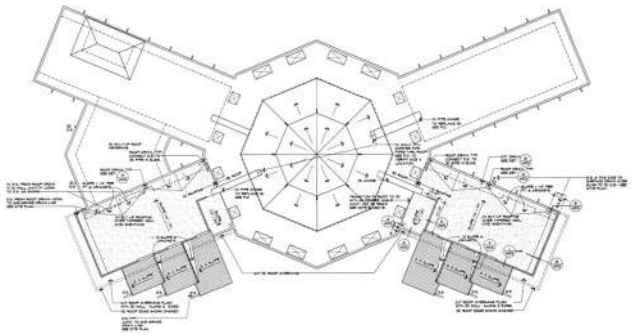
On September 27th, 2023, Christine Diosdado, P.E. and Jesse Sipes, P.E. of SGH, conducted a visual evaluation of roofs, exterior siding, fenestrations, and shower rooms.
Building A contains low-slope, built-up roofs

ROOFS

with a gravel surfacing and steep-slope roofs with architectural asphalt shingles. An octagonal, steep-slope roof covers the main reception/ administration area and saw-tooth roofs extend over the Men's and Women's Showers. The remaining areas of the building (i.e., offices, mechanical rooms, club offices, and the Men's and Women's dressing rooms) are covered by a built-up roof with a gravel ballast.

Other buildings on site (i.e., Buildings B, C, E, F & G) have low-slope, built-up roofs with a gravel surfacing.





Site Observations & Code Violations

During SGH's site inspection, we noted the following conditions and code violations:

Low-Slope Roofs

- The low-slope roof at Building A has 16 "skylight" openings with no cover, safety barrier, or safety markings. These unprotected roof openings pose a potential fall hazard to the ground level below (Appendix A, Photo 1) and violate the current Code: Section 3212 of the California Code of Regulations (CCR), Title 8 requires roof openings to be guarded by a cover or a guardrail on all sides of the roof opening. This safety hazard is exacerbated by the ease of roof-level access, where a single flight of stairs leads directly to the roof (Appendix A, Photo 2). There are no locked gates or restrictions to the roof level.





- The perimeter of the low-slope roof has no safety barriers, tie-offs, or edge delineation. This condition poses a fall hazard, especially given the unrestricted, roof-level access. This condition also violates the current code: Section 3210 of CCR, Title 8 requires guardrails along roof edges more than 30 inches above the ground. Alternatively, a zone along the roof edge can be marked to discourage anyone from walking within that zone, but zone marking alone is not code-compliant.
- No walkway pads exist leading to the mechanical equipment. Walkway pads delineate safe paths of travel on roofs and reduce foot traffic on the roof surface, thereby reducing wear and tear.
- Approximately 40% of the built-up roof exhibits signs of distress and inadequate drainage, such as bar spots and cracked plies and asphalt.
- Debris (e.g., dislodged asphalt shingles, swimming attire, wood crates) exists on the roof (Appendix A, Photo 3).
- Missing pipe insulation.
- Sheet metal flashings, rooftop mechanical equipment, and other metal roof components exhibited moderate to severe corrosion and rust.
- Wide parapet caps and rooftop mechanical chutes exhibited oil canning (i.e., visible, wavy distortion that affects cold-rolled metal products) (Appendix A, Photo 4).
- The roofs on Buildings B, C, E, F, and G also exhibited signs of wear and tear, such as worn areas and cracked plies.









Steep-Slope Roofs

- Approximately 60-70% of the composite, asphalt shingles at the saw-tooth roofs are inadequately adhered and could be lifted with relative ease. These poorly adhered shingles occur along the rake edge and within the field of the roof (Appendix A, Photos 5 & 6). Algae growth exists on the downslope edges of asphalt shingles (Appendix A, Photos 7 & 8).



- Approximately 70% of the asphalt shingles we checked at the octagonal, steep slope roof are dislodged or inadequately adhered. Most of the asphalt shingles on the hips are dislodged, missing, or have significant granular and • The missing shingles on the hips align with the ceiling cracks, nail pops, and bubbling in the gypsum wallboard below (Appendix A, Photos 9 & 10).









- Sheet metal flashings, rooftop mechanical equipment, and other metal roof components exhibit moderate to severe corrosion and rust (Appendix A, Photos 11 & 12).
- Sealant repairs at flashing were splitting and deteriorated (Appendix A, Photo 13).
- Incomplete integration of roof flashing to stucco-clad walls results in sizeable gaps and exposed stucco lath and accessories (Appendix A, Photo 14).
- Significant wood decay occurs at common and hip rafter exposed ends (Appendix A, Photos 15 & 16).

Service Life Assessment

According to the architectural drawings prepared by Prodis Associates Architects dated 16 June 1999, the low-slope and steep-slope roofs over the Men's and Women's showers and dressing areas are identified as a "new," part of a 1999 expansion project. Therefore, these roofs are 24 years old. The remaining low-slope and steep-slope roofs, which are labeled as "existing," appear to be from the original 1966 construction, making them 57 years old. The typical lifespan for architectural asphalt shingles ranges from 20 to 30 years . The typical useful life for built-up roofs is 20 to 30 years, with some lasting as long as 40 years.

Conclusions & Recommendations

The roofs at this Facility exhibit significant distress and deterioration. Further, the roofs are beyond their useful service life, particularly the low-slope, built-up roofs. Lastly, the layout and configuration of the low-slope roofs near openings and along the perimeter fail to comply with current safety codes and standards. Given the current condition and configuration of the roofs and roof accessories, we recommend wholesale removal and replacement with code-compliant roofs.

EXTERIOR WALL CLADDING & FENESTRATIONS

The exterior walls of Building A are clad with T1-11 plywood siding, 3-coat stucco (cement plaster), and roughcast stucco. The clubhouse office and the south and north walls of the multi-purpose area are clad with T1-11 plywood siding. The mechanical wing and the west wall of the multi-purpose room are clad with roughcast stucco, and the remaining exterior walls are covered with standard, 3-coat stucco.





Buildings B, C, E, F, and G are also clad predominantly with stucco.

According to the architectural drawings prepared by Prodis Associates Architects dated June 16th, 1999, the stucco walls enclosing Men's and Women's showers and dressing areas are identified as "new," built during the 1999 expansion. The wall details on Sheet AD3 require the installation of cement plaster over metal lath over 2 layers of building paper. The two layers of building paper are intended to serve as the code-mandated, water-resistive barrier (WRB) for the stucco wall assembly. The remaining exterior walls including the T-1-11 siding of Building A, which are labeled as "existing," appear to be part of the original 1966 construction, making them 57 years old.

Site Observations & Code Violations

During SGH's site inspection, we noted that several cuts had been made in the perimeter walls outboard of the Men's and Women's showers and were covered with plywood, painted to match the surrounding stucco. To determine the as-built wall assembly and the current condition of the exterior wall components, we asked that the plywood be removed. Upon removal of the plywood, we noted the following conditions and Code violations:
Stucco Wall & Aluminum Framed Windows

- Significant and extensive decay and cross-sectional loss of the load-bearing wood studs.
- Extensive and significant decay of the exterior plywood sheathing behind the stucco assembly.
- Extensive corrosion and significant cross-sectional loss of metal components (i.e., copper pipes, metal tracks, nails, and metal lath).





- Missing building paper layers, which means there is no code-required, water-resistive barrier.
- Stucco cracks, spalls, and patches at all stucco-clad buildings.
- Water stains on stucco soffits with no soffit drip screed or other provision to weep.
- The aluminum windows and storefronts at Building A show signs of wear and tear, including deteriorated glazing seals and gaskets (Appendix A, Photos 17 & 18).
- Significant wood decay at exterior window trim (Appendix A, Photo 19)
- Extensive corrosion and deterioration at exterior hollow metal doors (Appendix A, Photo 20).

We also documented the condition of the stucco walls at Building D, the Canopy Tower, and noted the following conditions and code violations:

- Extensive cracks throughout the stucco wall forming a checkerboard pattern (Appendix A, Photo 21). We also noticed pronounced buckling of the walls and large stucco spalls, most likely from soil settlement in this general vicinity (Appendix A, Photo 22).
-





- The soil erosion behind the canopy bleachers and around the canopy tower has caused vertical offsets in the concrete walkway, excessive stucco cracks at the canopy bleacher walls (Appendix A, Photo 23) and shifted the walkway and the roof deck downspouts (Appendix A, Photo 24).
- The weep screed abuts the concrete flatwork (Appendix A, Photo 25) or is less than 4 in. from grade (Appendix A, Photo 26). Section 2512.1.2 of the 2022 CBC requires a 2 in. clearance between a weep screed and hardscape and a 4 in. clearance between a weep screed and grade. The current condition violates the code.

T1-11 Siding

During SGH's site inspection, we noted the following conditions and code violations:

- The Clubhouse and multi-purpose wing walls exhibited significant wood decay forming large holes in T1-11 siding. The holes in the T1-11 siding expose a single layer of Type B building paper over an open wood stud cavity.
- The wood trim throughout the complex, particularly the T1-11 siding, which is significantly decayed and covered with flaking paint. We were able to push the awl into the trim with relative ease.





Service Life Assessment

The typical lifespan for T1-11 plywood siding ranges from 20 to 30 years, assuming it is painted every 10 years. The T1-11 siding at the ISC Facility is well beyond its useful life, as evidenced by the significant decay and cross-sectional loss described above. All T1-11 clad walls need to be removed and replaced, along with any decayed wood framing members within the wall cavity.

Aluminum-framed windows have a typical service life range of 15-20 years or up to 30 with proper maintenance . The aluminum windows and storefronts are well beyond their useful life, as evidenced by loose/short exterior gaskets and deteriorated glazing sealant. The aluminum windows and storefronts should be removed and replaced with products meeting the water penetration resistance required for this area and application.

While stucco can provide as a serviceable cladding for over 50 years if design and maintained properly, the stucco walls at the Facility are exhibiting signs of water damage, such as cracking, spalling, staining, and mildew growth. We also did not observe any water-resistive barrier in the destructive opening through the stucco assembly. If the other stucco-clad walls at Building A have no water-resistive barrier), then all stucco-clad walls will need to be removed and rebuilt.

SHOWER FACILITIES IN BUILDING A

Building A contains Women's and Men's showers which were built as part of the 1999 expansion project. According to Kitchell's Facility Condition Assessment Report dated January 31st, 2018, "dripping water was present at the bottom of exterior walls by the showers of the addition, indicating water leakage through the exterior wall." Previously, the City evaluated these reported leaks and made several interior and exterior wall openings at these showers. Based on their observations of leaking pipes and significant wood decay of vertical load-bearing framing, the City closed access to the Men's and Women's shower









enclosures.

According to the architectural drawings prepared by Prodis Associates Architects dated 16 June 1999, the interior shower walls consist of ceramic tile over a mortar bed, lath, and membrane on stud framing. However, the type of membrane is not identified in the drawings.

Site Observations & Code Violations

During SGH's site inspection, we noted the following conditions and code violations:

Showers

- Sizeable cracks in the ceiling and wall finishes (Appendix A, Photos 27 & 28) and cracks and gaps within the tile assembly particularly at inside wall corners and at tile ledges (Appendix A, Photo 29). The location and pattern of cracking indicate wall movement.
- Water stains and chipped paint exist on the non-

tiled portion of the shower enclosures, indicative of water damage (Appendix A, Photos 30, 31 & 32).
- Debonded ceramic tiles expose a discolored and discontinuous mortar bed (Appendix A, Photos 33 & 34)
- Pronounced efflorescence and discolored residue exist along the base of the tile walls, around shower escutcheon plates, and at tile grout lines (Appendix A, Photos 35, 36 & 37) indicative of water leakage through the tile assembly.
- At an interior wall opening, we observed ceramic tile over a mortar bed over expanded wire lath over 2 layers of grade D building paper. It appears that these two layers of building paper were installed as the shower membrane. Current shower wall standards require a waterproofing membrane inside the shower area extending the full height of the tile assembly and water vapor management. Two layers of building paper fail to meet this requirement.



Conclusions & Recommendations

The Men's and Women's showers in Building A exhibit significant structural distress and water damage. Further, the exterior and interior wall assemblies fail to comply with current building code and standards. Given the current condition of these showers, we recommend wholesale demolition and reconstruction of these spaces with code-compliant showers and perimeter wall assemblies.

Metal Structures and Components

On September 27th, 2023, Alan Humphreys of SGH, an AMPP-certified Corrosion Engineer, conducted a visual corrosion evaluation of the metal structures and components at the Facility. He also measured the thickness of select metal components using an ultrasonic thickness (UT) gauge to evaluate section loss due to corrosion.

CANOPY BLEACHER STRUCTURE

SGH inspected the canopy bleacher structure, including the support columns, support truss structure, canopy panels, and canopy tower. During our visual inspection and UT testing, we noted the following:

Canopy Columns

- The eight columns supporting the canopy truss structure appear to be in good condition. The base coating of these columns is well adhered to the steel substrate, but the top coating is delaminating in discrete, localized areas. We did not observe any significant corrosion of the steel substrate, even at the low point where the columns intersect the concrete bleacher steps.







- UT measurements taken at the base of the eight columns (1 in. to 6 ft above the bleacher steps) show no significant variations in the steel thickness with height or between the columns. Refer to these UT measurements in Table 1. These consistent thickness measurements indicate little to no corrosion of the inner surface of the tubular columns.

Canopy Support Truss Structure

- A truss structure supports canopy panels and the now obsolete solar heating panels and tubing. The truss structure consists of steel I-beams and channels with welded and bolted connections.









- The canopy support truss structure generally appears to be in good condition. The base coating is well adhered to the steel, but the top coating is delaminating.
- We did not observe any significant corrosion (section loss) in the structural steel or fasteners in the areas we inspected.



Canopy Panels and Gutters

The corrugated canopy panels are connected by bolts to the bottom of the truss structure. We inspected approximately 10% of the topside of the canopy, and noted the following:

- The canopy panels appear to be in relatively good condition with the original coating on the top surface of the panels intact and no crevice corrosion between the fasteners and roof panels.





- Infrequent and discrete locations in the trough of the panels with through-thickness corrosion occur. Leaves and other debris have accumulated throughout the troughs of the roof panels, but there did not appear to be a correlation between debris accumulation and corroded areas. The corrosion is highly localized (less than 12 in.) with the coating immediately adjacent to these locations in relatively good condition.
- The gutters along both edges of the roof are completely corroded with cross-sectional loss at multiple sections.







Canopy Tower

The canopy tower (Building D) contains metal components such as the staircase, railings, pipe risers, doors, and frames. We noted the following:







- The two riser pipes for the redundant solar heating system appear to have subsided into the ground. These have, in turn, pulled down adjacent pipe supports on the roof, resulting in deformation of the roof panel connected to these supports.





Lab Analysis

We conducted laboratory analysis on (top) coating samples from a canopy support column and canopy support truss structure. We used Energy Dispersive Spectroscopy (EDS) to determine the chemical composition of both coatings and determine whether lead is present. We did not detect the presence of lead in either coating.

Conclusions & Recommendations

The canopy support columns and canopy support truss structure appear to be in good condition. We recommend stripping the current coating and recoating them with a two-part epoxy coating. We did not detect lead in our coating analysis at these locations. The localized corrosion on the canopy panels is likely due to original local coating defects rather than debris accumulation and ponding water. These local areas could be cut out and replaced, with the remaining panels stripped and recoated. However, it might be more cost-effective to replace these panels. The canopy gutters are corroded past their useful life and should be replaced with a non-metallic gutter system. The canopy tower appears to be in good condition and no work is required on the stairs or railings. The corroded door and frames should be replaced with components that are designed for external exposure. The solar heating pipe risers should be removed, and the local deformation of the roof panels repaired.

DIVE TOWER

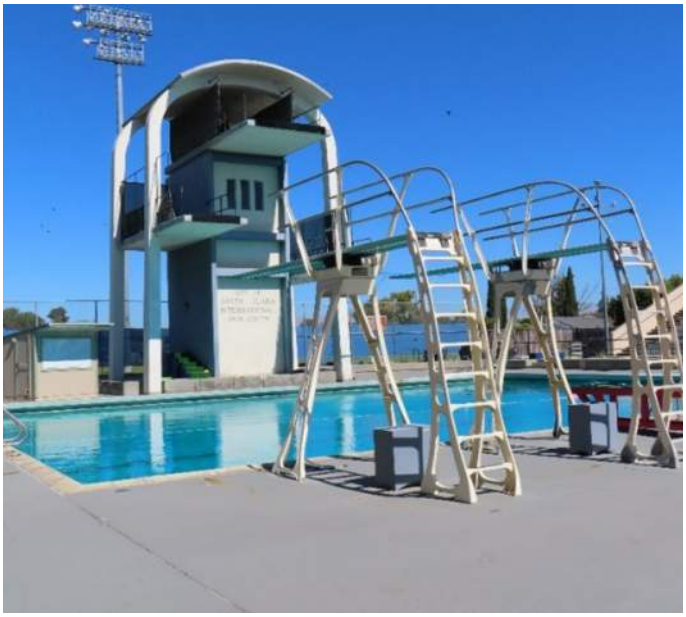
The dive tower consists of metal components such as a staircase, stair handrails, platform railings, and doors. We noted the following:

Dive Tower Staircase

- The dive tower staircase is in poor condition with extensive corrosion, particularly on flat surfaces and crevices. Welds are also corroded with the lower section more heavily corroded than the upper section.
- Many of the original coatings have completely delaminated, resulting in a significant accumulation of corrosion products.
- Areas of white corrosion products exist underneath delaminated sections of coating.



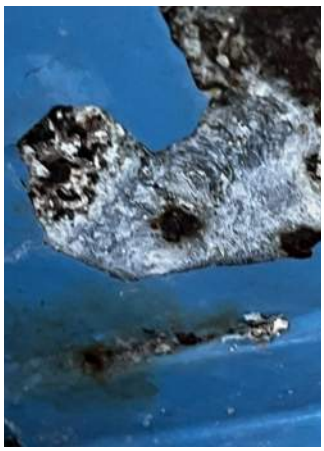












Dive Tower Platform Railings

- The railings along the edge of the dive tower platforms appear to be in good condition with intact coatings and no visible corrosion. However, we observed coating loss and corrosion at the base of the railings at the plane of the pool deck.
- We were unable to conduct UT measurements at these locations, but using a knife to remove corrosion products we measured corrosion loss of at least 1/8 in.





Dive Tower Viewing Windows

We inspected the dive tower viewing windows, located beneath the pool deck, and noted the following:

- The window frames are not coated and appear to be galvanized steel.
- The adjacent concrete is cracked with evidence of water seepage and a small, active leak at one location.
- The top and side elements of the galvanized frames are heavily corroded.









Conclusions & Recommendations

The dive tower staircase is heavily corroded and should be replaced. The white corrosion products that we observed suggest that underneath the coating, the metal substrate is galvanized, which is not a suitable coating for structures such as these which are frequently wet and enclosed in a humid environment. We recommend removing and replacing it with a code-compliant structure fabricated from a corrosion-resistant alloy, such as 316 stainless steel.

The railings on the dive tower platforms are corroded at their base, which has likely affected their structural integrity. The railings should also be replaced with a code-compliant structure fabricated from a corrosion-resistant alloy.

The galvanized window frames at the viewing area are heavily corroded due to water infiltration through the concrete. We recommend that once the concrete has been repaired and waterproofed, these frames are replaced with frames fabricated from a corrosion-resistant alloy such as 316 stainless steel.

Building A Canopy Supports

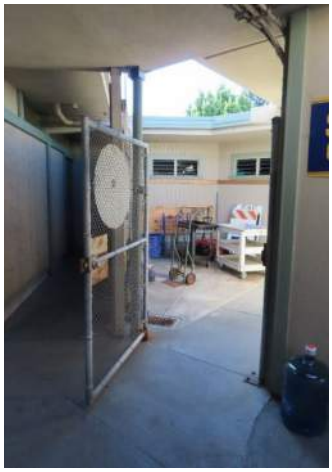
We inspected the metal poles that are supporting the Building A canopy and noted the following:

- The posts, particularly at deck level, exhibit coating failure and localized corrosion of up to 50%.









Conclusions & Recommendations

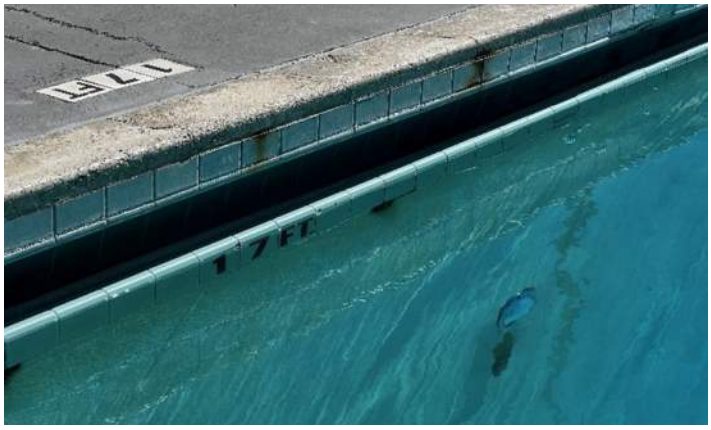
The Building A canopy supporting poles have corroded at several locations, especially at their base, with thickness loss of up to 50%. We recommend that these poles be replaced with carbon steel posts coated with a 2-part epoxy system.

General Pool Deck

We conducted a brief inspection of the general deck around the diving well and competition pool and noted the following:

- The concrete deck is cracked with occasional corrosion staining.
- The pool tiles at the waterline are corroded.









Conclusions & Recommendations

We observed localized corrosion staining around the pool deck at crack locations, suggesting that localized rebar corrosion is occurring. Local concrete repairs and waterproofing the deck should eliminate this corrosion.

CONCRETE STRUCTURES AND COMPONENTS

On September 27th, 2023, Anindya Dutta, Ph.D., S.E. and Megan Ladd, S.E. of SGH conducted a visual evaluation of the concrete structures and components at the Facility.

Concrete Pool Deck

The concrete pools and decks at Santa Clara Swim Center were designed and constructed circa 1966. Based on available drawings from the diving pool, we understand the pool construction to consist of varying thickness reinforced concrete walls with a thickened concrete bond beam at the top of the pool wall. The base of the pool is constructed of a 6-inch reinforced concrete slab on grade with a thickened edge at the wall support (Figure 1).

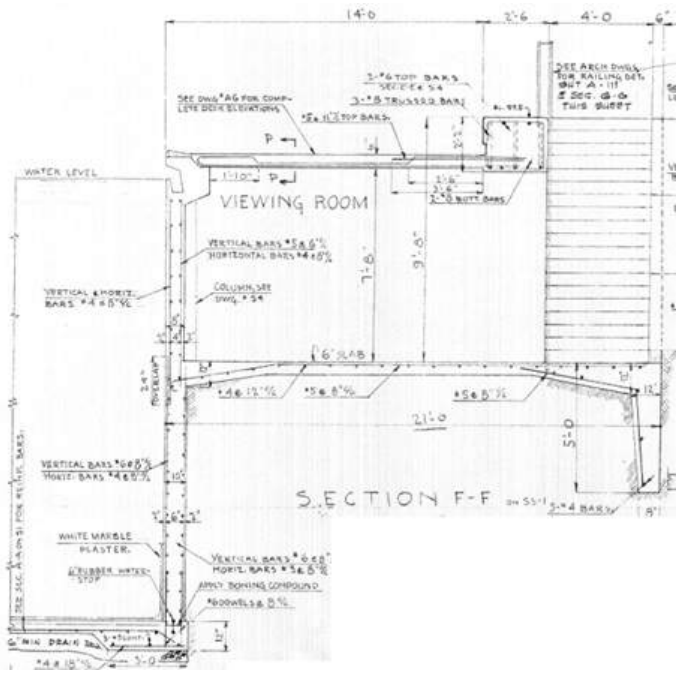


Figure 1: Section at Viewing Room

The decks surrounding the pools are constructed of 4- and 6-inch reinforced concrete slabs bearing on a minimum of 4 inches of drain rock or gravel. The sole section of the pool deck featuring an elevated slab is the approximately 24 feet by 16 feet section located to the east of the diving pool in the Viewing Room Area (Figure 2).

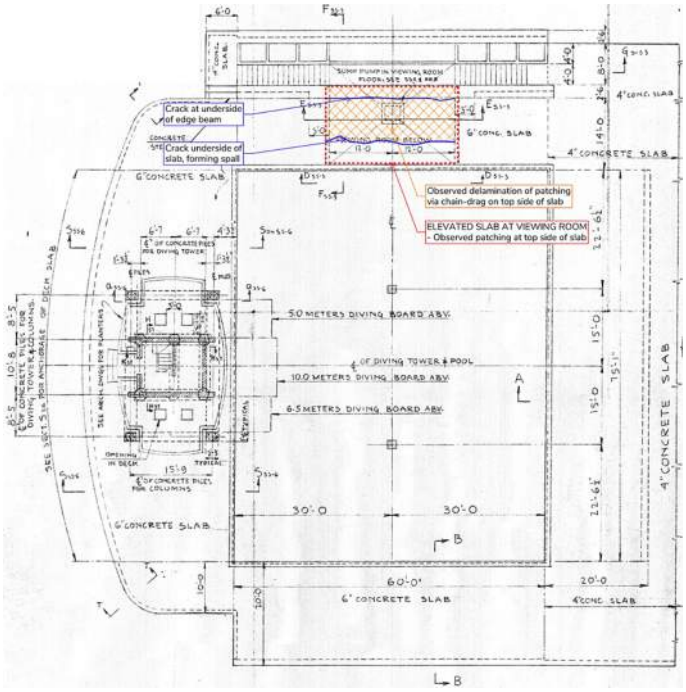


Figure 2: Plan of Diving Pool

The elevated slab spans between an upturned edge beam and the bond beam at the top of the pool wall, with a cold joint between the slab and the bond beam as indicated in the original drawings (Figure 3)

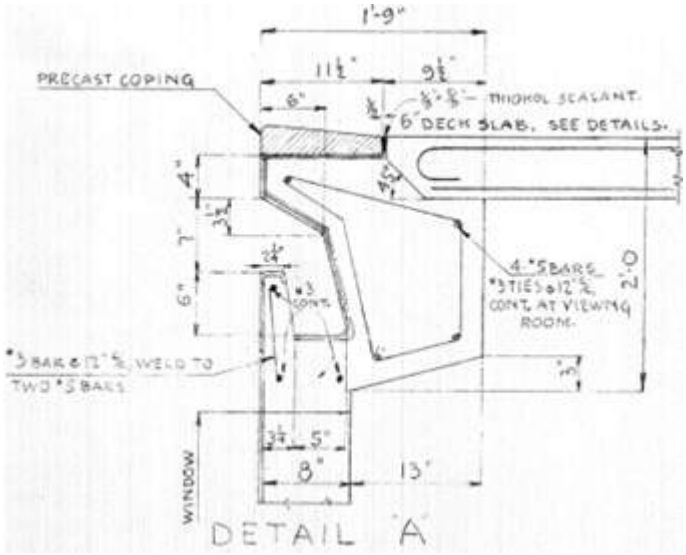


Figure 3: Section Bond Beam at Viewing Room

SGH Observations

During SGH's site investigation, we noted the following conditions and code violations:

- SGH performed a chain drag at the topside of all pool deck slabs. A chain drag test is a non-destructive testing method used to evaluate the presence of delamination in concrete structures. The process involves dragging a chain across the surface of the concrete and listening for changes in sound, which can indicate areas where delamination may be present.
- SGH performed a ground penetrating radar (GPR) survey of select locations of the concrete pool deck construction. GPR is a non-destructive testing technique that uses electromagnetic waves to investigate subsurface conditions and can be used to detect the location and depth of rebar within concrete.
- The typical pool deck slab on grade has significant cracking uniformly. These cracks are likely due to several reasons including soil compaction and settlement cracking, drying shrinkage cracking due to the wide spacing between control joints. These cracks do not represent a life-safety hazard but could present serviceability issues.
-



- The topside of the elevated deck slab above the viewing room has patching mortar applied. SGH detected delamination of the patch material when performing a chain drag.



- The underside of the viewing room elevated slab has a large crack running longitudinally along the slab. The crack is beginning to initiate spalls, representing a safety hazard. Outside of the spalled region, the underside of the slab appeared in sound condition when we hit it with a sounding hammer.











- Significant efflorescence and/or chemical leaching is evident on the underside of the slab.
- The exterior face (viewing room side) of the pool walls and the top bond beam both have moderate cracks exhibiting signs of efflorescence and or chemical leaching. The observed cracks align with reinforcement locations, as determined by our GPR survey. This indicates that moisture is likely reaching the reinforcement, and corrosion of the rebar is probable.





- The cold joint between the elevated slab and the bond beam appears moderately deteriorated with signs of water intrusion between the concrete joint.
- The metal frames for the windows inset into the viewing room pool room are exhibiting signs of severe corrosion.
- The underside of the viewing room elevated slab has a large crack running longitudinally along the edge beam to the east. The crack is beginning to initiate spalls. Significant efflorescence and or chemical leaching is evident on the underside of the slab.







Service Life Assessment

Based on the date of initial construction, the pool decks at International Swim Center are nearly sixty years old. The expected lifespan of an exterior exposed concrete structure ranges between 50 to 70 years. The expected service life varies significantly based on environmental conditions, exposure to chemicals and water, maintenance practices, and the quality of initial construction. The initial construction quality of the pool decks appears to be sound, with no observation of exposed rebars (i.e., minimal concrete cover) or poor compaction or consolidation of concrete. However, there is significant evidence of water intrusion and chemical exposure at the viewing room area.

Conclusions and Recommendations

The concrete pool decks at this Facility exhibit signs of distress and deterioration. While the cracking and settlement of the slabs on grade do not present a life safety hazard, they may pose serviceability issues. The current condition of the elevated Viewing Room represents an unsafe condition. Access to the Viewing Room below or walking on top of the elevated slab should be restricted. Given the condition of the elevated deck, we recommend locally removing and replacing the elevated slab and beam at the earliest.

CONCRETE STADIUM BLEACHERS AND STEPS

A combination of formed concrete bleachers and aluminum seats supported by steel stringers, constitute the stadium bleachers. The original concrete bleachers, designed and constructed circa 1966, consist of reinforced concrete foundation elements bearing on a base of compacted rock. Based on available drawings (Figures 4 & 5), it appears that the steps of the bleachers are not reinforced in a way that reinforced concrete stairs typically are (presence of L shaped rebars with a nosing bar).

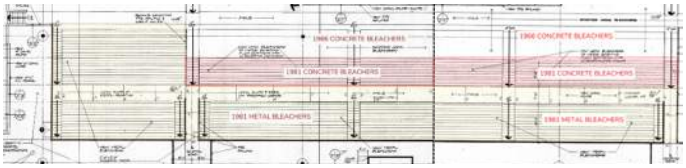


Figure 4 - Stadium Bleacher Plan

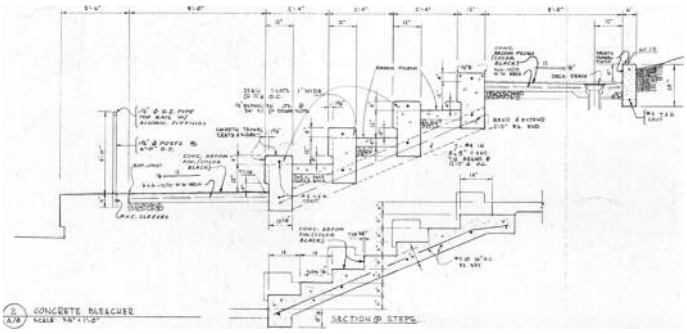


Figure 5 - 1966 Concrete Bleacher Section

In 1981, the stadium seating was expanded with additional concrete seats to match the existing setup. Additional aluminum seats supported by steel stringers and posts were also added. Lateral support for this system was provided by cable braces (Figure 6). The exterior perimeter of the stadium bleachers was framed with light gauge metal stud walls. Unfortunately, details for the stadium seating expansion were unavailable in the existing drawings available for review.

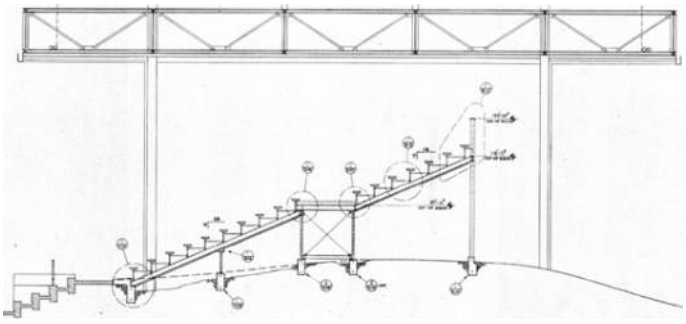
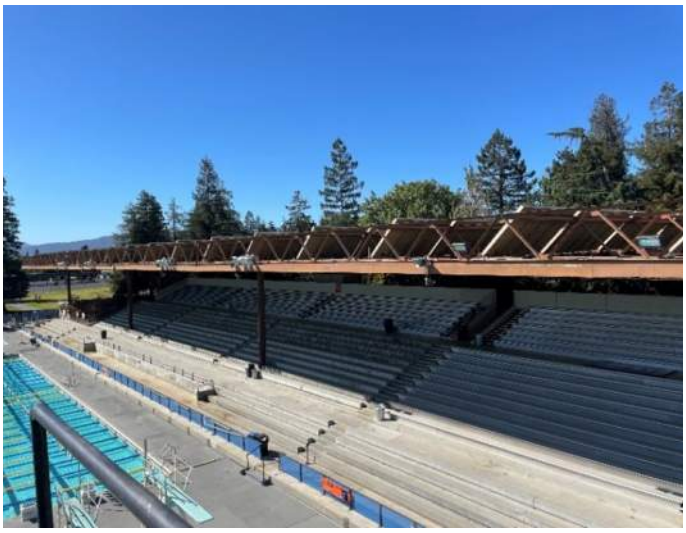


Figure 6 - 1981 Concrete Bleacher Section

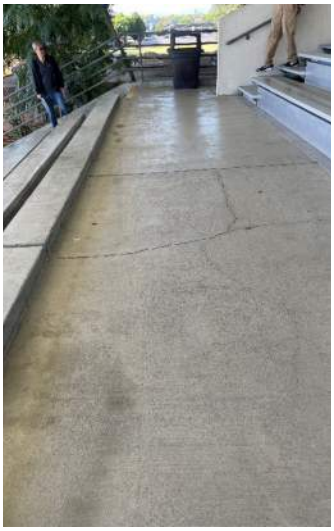
SGH Observations

During SGH's site investigation, we noted the following conditions:

- Both concrete and metal stadium seats are present.



- The concrete slab and steps appear in fair condition, with moderate settlement cracking observed.





- The steel beam stringers, posts, and seat support elements are painted and appear to be in sound condition with no visible signs of corrosion.





- Many of the studs for the perimeter walls have been replaced with newer galvanized studs, however top and bottom tracks appear to be original and exhibit signs of corrosion. These light gauge stud and track elements are not structural elements.





Service Life Assessment

The expected service life of the concrete and steel stadium structures varies significantly based on environmental conditions, maintenance practices, and the quality of initial construction. The initial construction appears to be sound, with no observation of exposed rebar or poor consolidation in the concrete elements. The steel stadium bleacher framing also appears of sound condition, with no observation of missing bolts, inadequate edge distance, poor quality welds, etc. If properly maintained, the stadium bleachers can remain in service for a significant period of time.

Conclusions and Recommendations

The construction of the stadium bleachers appears to be in fair condition structurally. However, we note that architecturally, there may be some concerns. The settlement of the concrete stair elements may constitute a trip hazard. If the hazard is deemed significant, the concrete steps and slabs should be removed, soil compacted, and replaced in kind.

Additionally, given the exterior condition of the stadium, the non-galvanized light gauge stud wall framing should be replaced with galvanized construction.

Annual visual observations of the structural steel elements should be performed to inspect for signs of corrosion or deterioration.

STEEL STADIUM ROOF

The stadium roof was designed and constructed circa 1977. It measures approximately 380 ft by 85 foot in plan and is framed with steel trusses running in both the north-south and east-west directions. Built box-WF columns support the steel trusses, these columns are founded on 48 in. diameter drilled pier foundations (Figure 7).

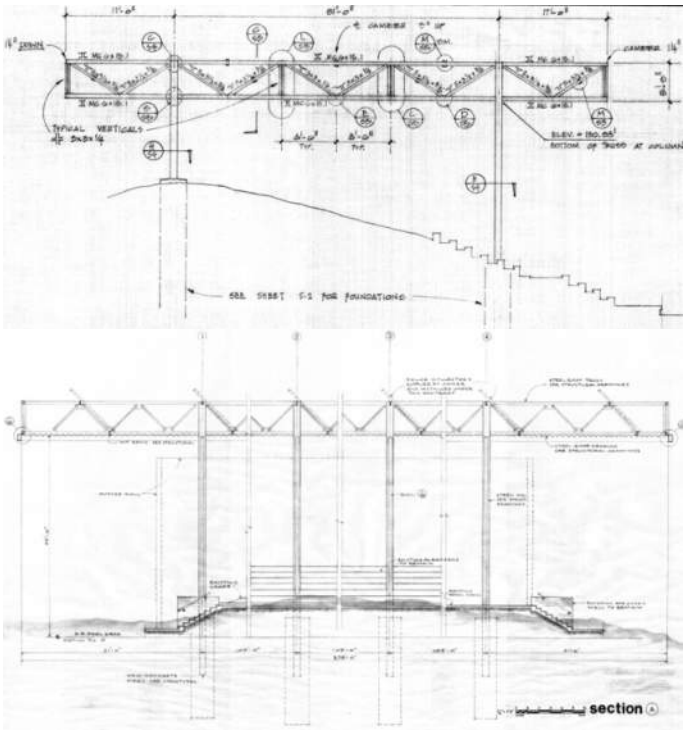


Figure 7: Stadium Roof Sections. Transverse (S.4) and Longitudinal (A.5)

Per the drawings, these drilled piers extend 12 ft into the soil, and the steel columns embed approximately 6 ft into the concrete foundation (Figure 8).

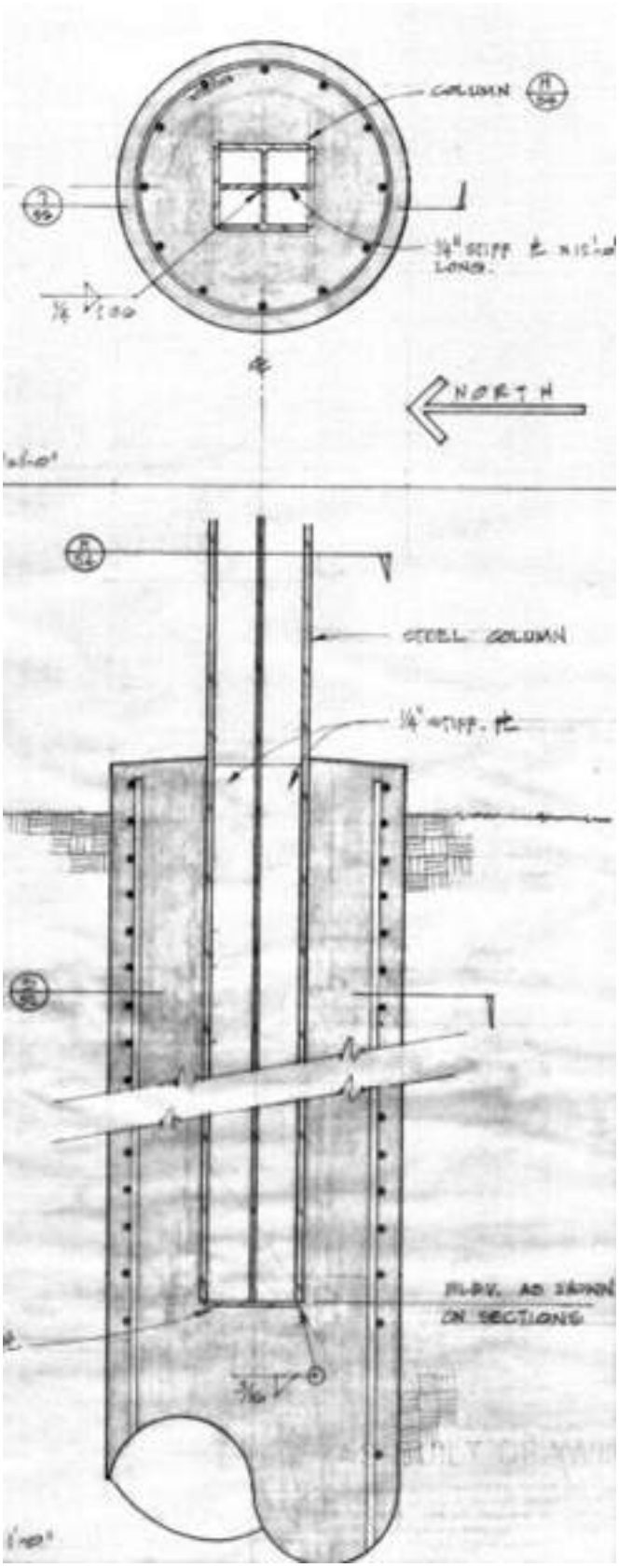


Figure 8: Foundation Detail

The double-angle truss braces are connected to the double-angle top chords and double-channel bottom chords via welded plate connections. A corrugated metal deck serves as the roof deck and is fastened to the underside of the bottom chord of the steel trusses.

Arrays of solar panels are present on the roof, which were previously in use as part of a solar water-heating system for the pool but have since been disconnected.

SGH Observations

During SGH's site investigation, we noted the following conditions and code violations:

- The structural steel members appear to be in fair condition with minimal signs of local corrosion.





- The paint of the structural steel trusses is spalling at locations, however, we observed no corrosion of steel members observed.



- The metal deck appears to be in fair condition.



- We observed significant corrosion of the metal gutter at the edge framing of the roof; refer to the "Metal Structures and Components: section. The gutter is fabricated of a bent 18 Ga. plate and is not a structural element.
- While the steel structure appears of sound construction, we note that the lateral system of the stadium roof consists of a steel cantilever column system. Per the current Building Code (2022 California Building Code), "Steel Special" Cantilever Column Systems are permitted in Seismic Design Category-D for building heights of up to 35 ft``. "Ordinary" Cantilever Column Systems are also permitted up to

heights of 35 ft provided the roof weight does not exceed 20 psf. Given the age of construction, it is unlikely that the system meets the detailing requirements of a special system and would thus constitute as an ordinary system. Based on the drawings and our observations, the roof weight is within the limits (especially if the solar heating elements and supporting steel is removed) and the structure height is less than 35 ft. Thus, it is an allowable lateral system per the current Building Code. However, it is likely that the diaphragm (deck), chords, and collectors would require strengthening in order to meet current design loads. The pier foundation system should also be checked against updated geotechnical recommendations to confirm its adequacy.

Service Life Assessment

Provided proper maintenance practices, such as inspections for corrosion and regular re-painting, the stadium roof structure can remain in service for a number of additional years.

Conclusions and Recommendations

We recommend that the Facility Ownership engage a structural engineer to perform a detailed seismic evaluation of the stadium roof structure, to identify any structural deficiencies, and to propose strengthening remediations in order to bring the structure into Code compliance. SGH has significant experience in this type of work.

Annual visual observations of the structural steel elements should be performed to inspect for signs of corrosion or deterioration.



4.0 APPENDIX

CORDOVA COMMUNITY POOL



Photo 1

2023-09-27 JRS 114

Building A

Unprotected roof openings pose a potential fall hazard to the ground level below.



Photo 2

2023-09-27 CD 180

Building A
Roof level access

Single flight of wood stairs leads directly to the roof with no locked gates or restrictions to the roof level.



Photo 3

2023-09-27 CD 233

Building A
Low slope roof

Debris (e.g., dislodged asphalt shingles, swimming attire, wood crates) exist on the roof.



Photo 4

2023-09-27 CD 265

Building A
Roof

Rooftop mechanical ducts exhibit oil canning and stains from potential ponding water.



Photo 5

2023-09-27 CD 193

Building A
Steep-slope roofs

Poorly adhered shingles occur at the slope transition sheet metal.



Photo 6

2023-09-27 CD 195

Building A
Steep-slope roofs

Poorly adhered shingles occur along the rake edge and within the field of the roof.



Photo 7

2023-09-27 CD 248

Building A
Steep-slope roofs

Organic growth exists on the downslope edges of asphalt shingles - see Photo 8 for close up.



Photo 8

2023-09-27 CD 249

Building A
Steep-slope roofs

Algae growth exists on the downslope edges of asphalt shingles.



Photo 9

2023-09-27 CD 100

Building A
Steep-slope roofs

Missing shingles on the roof hips align with the ceiling crack, nail pops, and bubbling in the gypsum wallboard.



Photo 10

2023-09-27 CD 101

Building A
Steep-slope roofs

Bubbling in the gypsum wallboard paint finish (close-up of Photo 9).



Photo 11

2023-09-27 CD 204

Building A
Roof components

Sheet metal flashings, rooftop mechanical equipment, and other metal roof components exhibit moderate to severe corrosion.



Photo 12

2023-09-27 CD 256

Building A
Roof components

Pipes and metal roof components exhibit varying degrees of corrosion.



Photo 13

2023-09-27 JRS 134

Building A
Steel-slope roofs

Previous sealant repairs at flashing are splitting and deteriorated.



Photo 14

2023-09-27 JRS 103

Building A
Steep-slope roofs

Gapped roof edge flashing exists at the top of the stucco-clad walls.



Photo 15

2023-09-27 JRS 188

Building A
Steep-slope roofs

Significant wood decay at the exposed ends of common and hip rafters.



Photo 16

2023-09-27 JRS 194

Building A
Steep-slope roofs

Significant wood decay at the exposed ends of common and hip rafters.



Photo 17

2023-09-27 JRS 268

Building A
Building Elevation

Window frames are worn and glazing seals are deteriorated.



Photo 18

2023-09-27 JRS 218

Building A
Building Elevation

Aluminum-framed windows are weathered.



Photo 19

2023-09-27 CD 203

Building A
Exterior window

Significant wood decay exists at exterior window trim.



Photo 20

2023-09-27 CD 291

Building A
Exterior door

Exterior hollow metal doors are corroded and deteriorated and significant wood decay of wall siding in foreground.



Photo 21

2023-09-27 CD 39

Building D
Stucco wall

Extensive cracks exist throughout the stucco wall cladding form a checkerboard pattern.



Photo 22

2023-09-27 CD 346

Building D
Stucco wall

Soil settlement exists behind the stucco-clad bleacher walls.



Photo 23

2023-09-27 CD 390

Building D
Stucco wall

Extensive, relatively wide cracks exist in the stucco-clad bleacher walls.



Photo 24

2023-09-27 CD 364

Building D
Canopy bleachers

Soil erosion occurs around column foundations and along the concrete slab walkway. The roof deck downspouts have separated from the foundations.



Photo 25

2023-09-27 CD 326

Building D

The stucco wall weep screed abuts the concrete flatwork.



Photo 26

2023-09-27 CD 341

Building D

The stucco wall weep screed is less than 1 in. above grade.



Photo 27

2023-09-27 CD 72

Building A
Women's Showers

Sizeable cracks exist in the plaster ceiling and wall finishes. The location and pattern of cracking indicate wall movement.



Photo 28

2023-09-27 CD 136

Building A
Men's Showers

Over 1/8 in. wide cracks exist in the plaster wall finish adjacent to tile.



Photo 29

2023-09-27 CD 68

Building A
Women's Showers

Cracks and gaps within the tile assembly particularly at inside wall corners and at tile ledges.



Photo 30

2023-09-27 CD 134

Building A
Shower facility

Water stains and chipped paint exist on the non-tiled portion of the shower enclosures indicative of water damage.

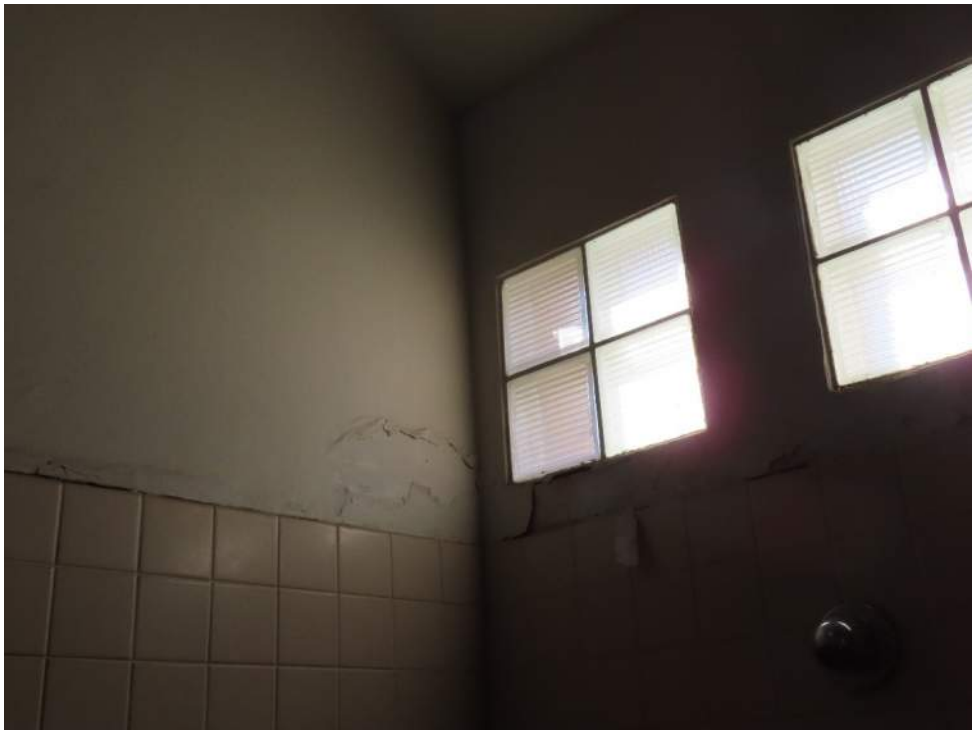


Photo 31

2023-09-27 CD 127

Building A
Shower facility

Water stains and chipped paint exist on the non-tiled portion of the shower enclosures.



Photo 32

2023-09-27 CD 129

Building A
Shower facility

Water stains and chipped paint exist on the non-tiled portion of the shower enclosures.



Photo 33

2023-09-27 CD 74
Building A
Shower facilities

Debonded ceramic tiles exist on the small shelf below the shower valves and heads. The mortar bed under the debonded tiles is discolored and discontinuous.



Photo 34

2023-09-27 CD 75

Building A
Shower facilities

Debonded ceramic tiles expose the underlying discolored and discontinuous mortar bed.



Photo 35

2023-09-27 CD 123

Building A
Shower facility

Pronounced efflorescence and discolored residue exists along the base of the tile-clad walls,



Photo 36

2023-09-27 CD 145

Building A
Shower facility

Pronounced efflorescence and green residue exist around shower control escutcheon plates.



Photo 37

2023-09-27 CD 133

Building A
Shower facility

Efflorescence and gray/white residue exist on the tile grout and tiles.



LPA

AQUATIC DESIGN GROUP

SGH

CITY OF SANTA CLARA CALIFORNIA 1852 THE MISSION CITY

EBIX Insurance No. S200005126

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ADAMS POOL SOLUTIONS

PREAMBLE

This Agreement is entered into as of the City's execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and Adams Pool Solutions, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A1, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

Exhibit A2 – Racing and Training Pool Pictures

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Payment Bond

Exhibit F – Performance Bond

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on June 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A1 within the time stated in Exhibit A1. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is specified in Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Dale Seale
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at dseale@santaclaraca.gov

And to Contractor addressed as follows:

Adams Pool Solutions
3675 Old Santa Rita Road
Pleasanton, CA 94588
debbie@adamspools.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 11/7/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ADAMS POOL SOLUTIONS
a California corporation

Dated: 10/29/24
By (Signature):
Name: Debra Eula
Title: CFO
Principal Place of Business Address: 3675 Old Santa Rita Road, Pleasanton, CA 94588
Email Address: debbie@adamspools.com
Telephone: (925) 828-3100
Fax: N/A

"CONTRACTOR"

EXHIBIT A1
SCOPE OF SERVICES

The following Scope of Services defines the Services and responsibilities of Contractor and City for replastering services at the George F. Haines International Swim Center.

The Scope of Services include Exhibit A1 and Contractors bid response dated August 30, 2024 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. OVERVIEW

1.1 Contractor shall provide pool replastering services for one racing pool and one training pool at the George F. Haines International Swim Center (ISC), including all labor, material, equipment, tools, etc. to provide services, in support of the Department of Parks & Recreation.

1.2 Site Address: 2625 Patricia Dr., Santa Clara, CA 95051

1.3 There are two pools that require replastering at the ISC, see below:

1.3.1 Racing Pool: Measures 164' 1 ½" long x 75' 1" wide and holds 599,000 gallons of water.

1.3.2 Training Pool: Measures 75' 1" long x 42' wide and holds 70,686 gallons of water.

1.4 See Exhibit A2 for pictures of the training and racing pool.

1.5 In addition, Contractor shall provide services to upgrade the drain in the training pool.

2. SCOPE OF SERVICES:

2.1 Services shall include, but are not limited to, the following:

2.1.1 Replastering the pool surface,

2.1.2 Replacing all underwater tiles with like in-kind color non-slip type,

2.1.3 Replacing missing tiles above water line with like and kind,

2.1.4 Replacing broken tiles above water line with like and kind,

2.1.5 Removing and replacing section of pool deck concrete west side middle pool ladder and resetting ladder sleeves,

2.1.6 Replacing all pool drain covers with new,

2.1.7 Replacing all pool water returns covers with new, and

2.1.8 Refilling pools once ready with potable water from hydrant across parking lot across from main entrance to the ISC.

2.2 The City shall be responsible for draining the pool prior to the commencement of services and will restart all pool circulation system components upon City's

final approval after the completion of work.

2.3 Contractor shall pull all necessary permits with the County of Santa Clara prior to the commencement of services and finalize all permits with the County upon completion of services.

2.4 There are no permits required by the City.

2.5 Time is of the essence therefore the contractor must complete the project in an expeditious manner for the City to re-open the International Swim Center as soon as feasibly possible.

2.6 All materials furnished by Contractor, or used in the performance of services, shall be in new and unused condition.

3. GENERAL REQUIREMENTS

Contractor shall:

3.1 Comply with all applicable federal, state, and local codes and ordinances.

3.2 Ensure all work is performed in a professional manner within the standards of the industry and original manufacturer of equipment, using proper equipment, methods, materials, and employees.

3.3 Provide training and certification, including OSHA safety training, for Contractor's employees engaged in the performance of services specified herein.

3.4 Take necessary steps to protect the public and all property from damage during operations and shall be responsible for any damage to the work or property caused by the Contractor's employees.

3.5 Repair or replace any property that is damaged directly or indirectly resulting from Contractor's work. This includes privately owned, as well as City-owned properties. This repair and/or replacement shall be done to the satisfaction of the City.

3.6 Ensure the worksite is left clean and in safe condition at the end of each workday, and at the conclusion of the project. The City shall not be responsible for any tools or equipment left onsite.

3.7 Safely remove and dispose of all debris.

4. POOL RESURFACING SERVICES

Contractor shall:

4.1 Provide all labor, materials, tools, transportation, supervision, and equipment necessary to resurface the racing pool and training pool at the ISC.

4.2 Remove all old plaster from the water line tile downward and apply new, white plaster using industry-standard methods. Finish shall be smooth throughout.

4.3 Remove all black, blue, and white tiles on the bottom of the pool, and replace them with new, slip-resistant tiles in matching colors.

4.4 Remove and replace, like in-kind, all main drain covers.

4.5 Remove and replace all pool water return covers.

4.6 Replace any missing or broken tiles above water line with like in-kind color and size.

4.7 Cut out cracked concrete around ladder handrail and replace it with new concrete and set handrails back in place. West side middle, long side, of the pool.

4.8 Refill the two pools with potable water once the plaster has been allowed to harden (cure), and in accordance with the manufacturer's recommended timeline. Pool shall be filled to waterline. The fire hydrant located outside of ISC front doors will be an available option for filling.

5. UPGRADE SERVICES FOR DUAL MAIN DRAIN SETUP FOR THE TRAINING POOL

Contractor shall provide the following services:

5.1 Saw cut the floor of the pool and excavate at exiting main drain 2'x8'.

5.2 Replumb the existing main line to meet code.

5.3 Backfill with gravel, as applicable.

5.4 Tie new steel.

5.5 Install concrete.

6. SCHEDULE OF PERFORMANCE

6.1 All work shall be performed during normal business hours, Monday to Friday between the hours of 7:00 a.m. and 4:00 p.m. Pacific Time.

6.2 Should the weather or other conditions not be suitable for the performance of work, the City Project Manager shall have the authority to suspend the work.

6.3 If the City Project Manager orders a suspension of all the work or a portion of the work, due to unsuitable/inclement weather or to such other conditions as are considered unfavorable to the suitable execution of the work, the days on which the suspension is in effect shall not be considered working days.

7. INSPECTION

7.1 All work shall be subject to inspection by the City, at any time during the Contractor's performance of services.

7.2 When the contract work has been satisfactorily completed and the final clean-upperformed, the City Project Manager will conduct a final inspection.

8. WORKMANSHIP WARRANTY REQUIREMENTS

8.1 All work shall be guaranteed against defects in workmanship and materials for

a period of no less than (1) year from date of completion of work. Typical wear, abuse,or neglect will be exempt.

8.2 Contractor shall repair or replace at his/her expense all other work, equipment,and/or material, including soil, that is damaged because of such defects.

9. WARRANTY REQUIREMENTS

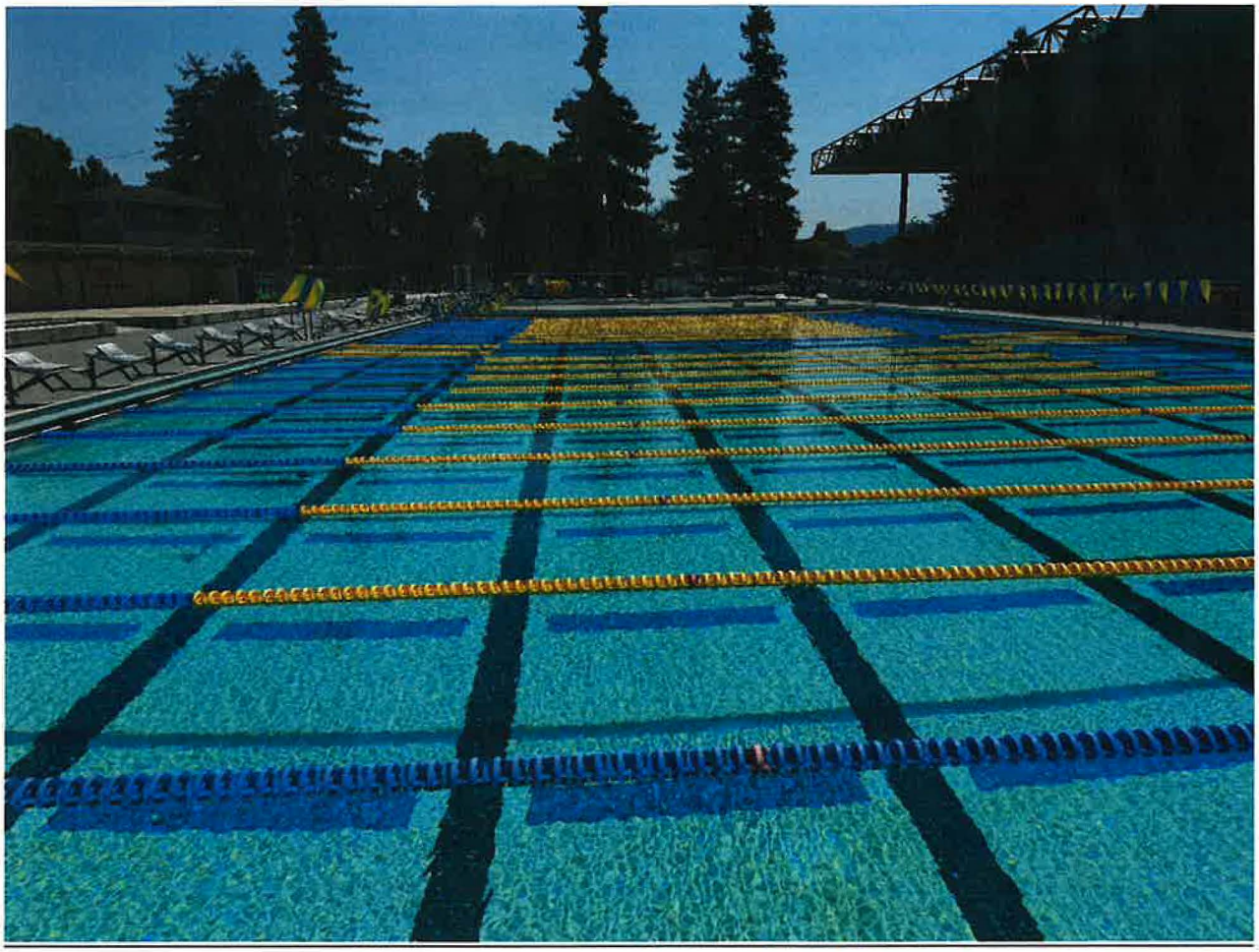
9.1 The warranty period for materials shall be for a period of one year or within the manufacturers' warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the City. Contractor shall provide the City's authorized representative with all manufacturers' warranty documents upon completion of service and prior to leaving the job site.

9.2 Contractor shall warrant all work provided against any defects in workmanship or product and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by the City.

EXHIBIT A2
RACING AND TRAINING POOL PICTURES

1. Racing Pool Pictures

Racing Pool



Southeast View of Racing Pool

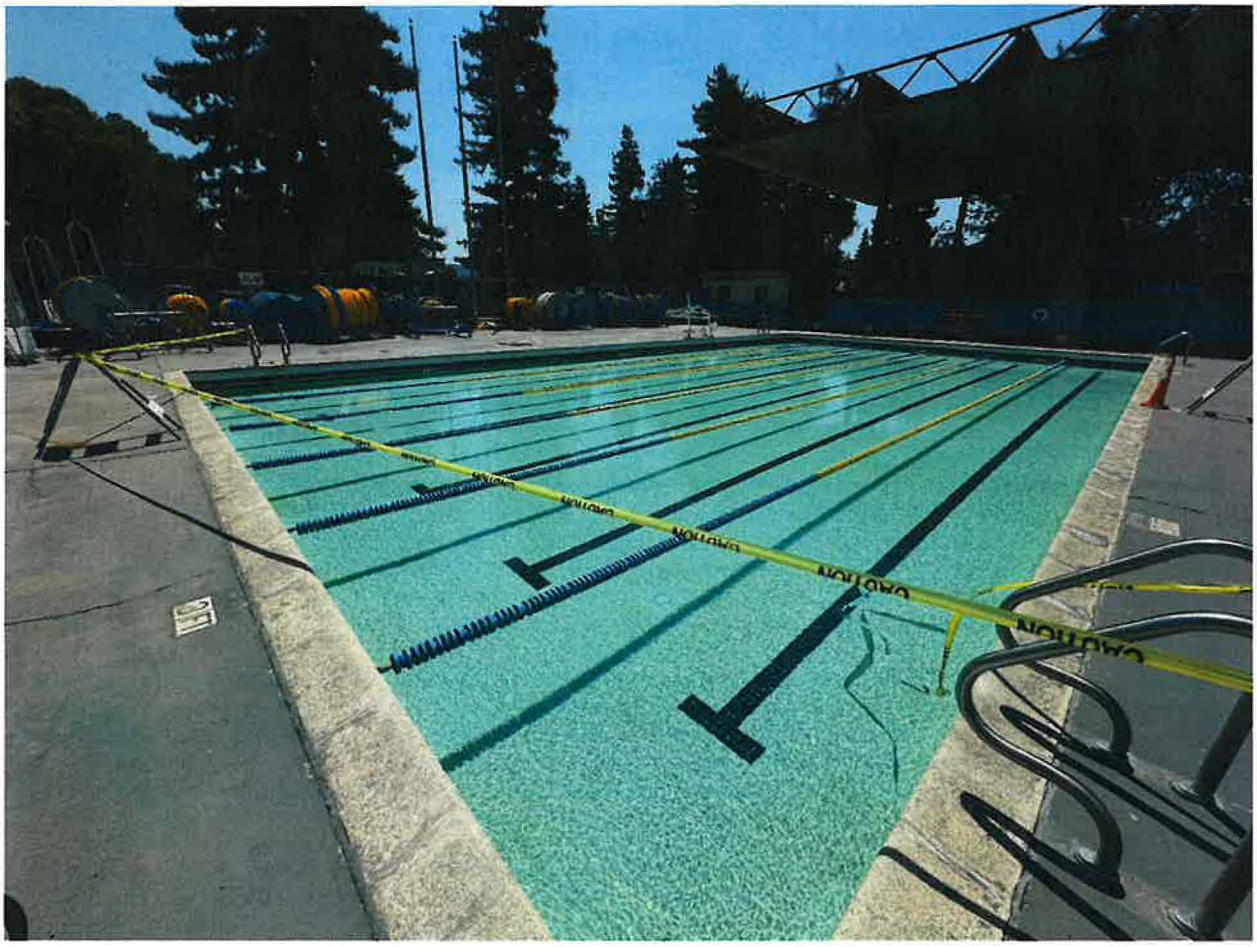


Southwest View of Racing Pool



2. Training Pool Pictures

Training Pool



South View of Training Pool



Training Pool



EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The maximum amount payable for services provided by Contractor under this Agreement shall not exceed **Four Hundred Twenty Thousand Seventy-Two Dollars ($420,072)** during the term of the Agreement, subject to the appropriation of funds. Any additional services or materials requested by the City that would exceed the preceding amount would be addressed in an Amendment to the Agreement. The compensation is specified below:

Labor Costs			
Description	**Number of Hours**	**Hourly Rate**	**Total Labor Cost**
Labor to Replaster the Racing Pool	1480	$152.46	$225,641
Labor to Replaster the Training Pool	409	$149.20	$61,023
Labor to Upgrade the Main Drain Setup for the Training Pool	30	$160.00	$4,800
TOTAL LABOR COSTS			**$291,464**
Material Cost			
Description			**Total Material Cost**
Material Cost for Replastering the Racing Pool			$97,283
Material Cost for Replastering the Training Pool			$17,880
Material Cost for Upgrade to the Main Drain Setup for the Training Pool			$3,200
TOTAL MATERIAL COSTS			**$118,363**
Bonds Cost			$10,245
MAXIMUM COMPENSATION NOT-TO-EXCEED			**$420,072**

2. PRICING

Pricing is fixed for the term of the Agreement.

3. RATES FOR AS-NEEDED SERVICES

3.1. Should additional services be required the following rates shall apply:

3.1.1. Hourly Rate: $115

3.1.2. Parts/Materials Cost Markup %: 15%

4. INVOICING REQUIREMENTS

4.1. Contractor shall provide an invoice to the City upon project completion and City approval of work completion. The City shall pay Contractor within thirty (30) days of City's receipt of an approved invoice.

4.2. Invoice shall include, at a minimum, the following:

4.2.1. Date of Service

4.2.2. Description of Services

4.2.3. Unit Price/Hourly Rate/Parts Markup %

4.2.4. Quantity/Number of Hours

4.2.5. Extended Price

4.2.6. Other Pertinent Information

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other

insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Parks and Recreation
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall

be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

Bond #: 070225013
Premium: $10,502.00

PAYMENT BOND

DOCUMENT _____

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Materials Payment Bond ("Bond"), dated October 29, 2024, ~~200~~, is in the penal sum of Four Hundred Twenty Thousand Seventy- Two Dollars, ($420,072), and is entered into by and between the parties listed below to ensure the payment of claimants under of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to Adams Pool Solutions ("Contractor"), The Ohio Casualty Insurance Company ("Surety"), the City of Santa Clara, California, a charted California municipal corporation ("City") or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

City of Santa Clara Pool Replastering Services at the George F. Haines International Swim Center Contract RFB 24-25-06

Dated: October 29, 2024 ~~200~~

In the amount of $420,072 Dollars

CONTRACTOR AS PRINCIPAL:

Contractor Name

Earl Adams Tile-Coping & Plastering, Inc.
DBA: Adams Pool Solutions

Principal Address of Business

3675 Old Santa Rita Road

Pleasanton, CA 94588

(Corp. Seal)

Signature: Debra Ella

Name: Debra Ella

Title: CFO

SURETY:

Surety Name:

The Ohio Casualty Insurance Company

Principal Address of Business

1850 Mt. Diablo Blvd., Ste 400

Walnut Creek, CA 94596

(Corp. Seal)

Signature:

Name: Wendy A. Stewart

Title: Attorney-in-Fact

Approved as to Form:

City Attorney

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

On October 29, 2024 before me, Sundé Nicole Edwards-Stewart; Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Wendy A. Stewart
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SUNDE NICOLE EDWARDS-STEWART
Notary Public - California
Contra Costa County
Commission # 2462167
My Comm. Expires Sep 5, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Payment Bond
Document Date: 10-29-24 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On October 30, 2024 before me, Rebecca Moore, Notary Public
(insert name and title of the officer)

personally appeared Debra Eula,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Moore (Seal)

REBECCA MOORE
Notary Public - California
Alameda County
Commission # 2375023
My Comm. Expires Sep 13, 2025

PERFORMANCE BOND

DOCUMENT _____

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond"), dated October 29, 2024, ~~200~~, is in the penal sum of Four Hundred Twenty Thousand Seventy-Two Dollars, ($420,072), which is equal to one hundred percent of the Contract Price, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to Adams Pool Solutions ("Contractor"), The Ohio Casualty Insurance Company ("Surety"), City of Santa Clara, California, a chartered California municipal corporation ("City") or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

City of Santa Clara Pool Replastering Services at the George F. Haines International Swim Center, Contract RFB 24-25-06

Dated: October 29, 2024 ~~200~~

In the amount of $420,072 Dollars

CONTRACTOR AS PRINCIPAL:

Contractor Name

Earl Adams Tile-Coping & Plastering, Inc.
DBA: Adams Pool Solutions

Principal Address of Business

3675 Old Santa Rita Road

Pleasanton, CA 94588

(Corp. Seal)

Signature: Debra Ella

Name: Debra Ella

Title: CFO

SURETY:

Surety Name:

The Ohio Casualty Insurance Company

Principal Address of Business

1850 Mt. Diablo Blvd., Ste. 400

Walnut Creek, CA94596

(Corp. Seal)

Signature:

Name: Wendy A. Stewart

Title: Attorney-in-Fact

Approved as to Form:

City Attorney

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

On October 29, 2024 before me, Sunde Nicole Edwards-Stewart, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Wendy A. Stewart
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SUNDE NICOLE EDWARDS-STEWART
Notary Public - California
Contra Costa County
Commission # 2462167
My Comm. Expires Sep 5, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Performance Bond
Document Date: 10-29-24 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208975-984841**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Bolger; Christina Davis; Cory Higgins; Jamie Yaudes; Jessica Griewahn; Julie Heckman; Lisa Reyes; Nicole Sidlauskas; Wendy Stewart

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of October, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On October 30, 2024 before me, Rebecca Moore, Notary Public
(insert name and title of the officer)

personally appeared Debra Eula,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

REBECCA MOORE
Notary Public - California
Alameda County
Commission # 2375023
My Comm. Expires Sep 13, 2025

Signature Rebecca Moore (Seal)

503 37

Search

Insured

Insured Name

EARL ADAMS TILE-COPING & PLASTER

EARL ADAMS TILE-COPING &

Active Records Only

Advance Search

Insured Tasks **Admin Tools**

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

Add

Edit

Help

Video Tutorials

Name:	EARL ADAMS TILE-COPING & PLASTERING, INC. Dba ADAM
Account Number:	S200005126
Address:	3675 OLD SANTA RITA RD., PLEASANTON, CA, 94588
Status:	Currently in Compliance.

Insured

Business Unit(s) | Insured History | Print Insured Info

Account Information

Account Number:	S200005126
Risk Type:	Exhibit C2 - Svc Contract>$50,000-Limited Exposure
Do Not Call:	Address Updated:

Address Information

Mailing Address	**Physical Address**
Insured:	EARL ADAMS TILE-COPING & PLASTERING, INC. Dba ADAM
Address 1:	3675 OLD SANTA RITA RD.
Address 2:	
City:	PLEASANTON
State:	CA

State:	CA	
Zip:	94588	
Country:		
Contract Information		
Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date
Description of Services:	Pool Replastering Services + Additional Repairs	Safety Form II:
Contact Information		
Contact Name:	LORENE GREEN-NATSCH	Misc:
Phone Number:	9258283100	Alt Phone Number:
Fax Number:		
E-Mail Address:	orene@adamspools.com;kris@adamspools.c s@santaclaraca.gov;cshaffer@santaclaraca.g	
Approval Date:		
Rush:	Yes	
Contract on File:	No	
Certificate Received:	Yes	
Indemnification Agreement:	No	
Tax Id:	942234380	

This Account created by c65 on 03/28/2023.

City of Santa Clara
The Center of What's Possible

Memorandum

Date: February 13, 2025

To: Mayor & City Council

From: Jōvan D. Grogan, City Manager

Subject: Update on International Swim Center Upgrades

This memorandum provides the City Council with an update on the efforts to mitigate safety and operational issues at the City's International Swim Center (ISC) in order to partially reopen the facility. As you know, on January 29, 2025, staff invited the City Council and Aquatics User Groups to meet with Adams Pool Solutions (contractor) at the ISC to observe and discuss unanticipated (extensive) damage to the gutter infrastructure. At that meeting, the contractor expressed concerns regarding the age of ISC and its infrastructure, including pool deck, plumbing, and boiler systems.

As you know, the staff has been committed to exploring all opportunities to reconstruct or substantially renovate the ISC. This work has continued even as we launched the replastering project. Draining of training and racing pools and the contractor's work to remove the existing surface have revealed an option to expand the current project to accomplish a larger renovation of the facility. **As a result, we are at a critical juncture in the replastering project, and staff is evaluating two options.** Prior to updating the Swim user groups on this option on February 26, staff would like to brief the Mayor and Councilmembers. To this end, staff would like to set up 1-hour briefings ASAP. Please contact Carolyn McDowell to schedule a meeting – 408-615-4892 or cmcdowell@santaclaraca.gov.

Below is a brief summary of the two options that will be discussed in the briefings.

Option A – Continue with the replastering of the training and racing pools, including the added remedy work to the gutter and apron. In this scenario, barring the discovery of further critical damage, the facility would reopen in late Spring 2025 with a maximum capacity of 200 people to train or swim recreationally. This scenario has $1.86M in budget and does not provide any remediation to the diving well and tower, infrastructure, pool deck, plumbing, boiler systems, administration building or locker rooms. This scenario is a short-term fix (3-5 years), which will need to be worked around, where possible when a long-term solution is funded and implemented.

Option B – Expand the scope of work to replace the pool decking, recirculation, plumbing, boilers, and perimeter gutter systems for all pools, including the dive well and tower. This option will reconfigure the racing pool depth, lighting, temperature and equipment to adhere to County of Santa Clara requirements, create operational

efficiencies and redundancies as well as meet the requirements for World Aquatics Competition Regulations for international competitions. This $4-5 M investment would extend the life of the facility to 25-30 years and take 10-12 months to complete (plans/permits (2-4 months), construction (8-10 months). Additionally, there are no occupancy restrictions with this option. Demolition, design and construction of new administration, locker room, and equipment storage building(s) can run concurrently, at an additional expense. Subject to further actions, this work can be funded with proceeds from the voter-approved infrastructure bond.

Please contact Carolyn McDowell to schedule a meeting – 408-615-4892 or cmcdowell@santaclaraca.gov.

Cc: Damon Sparacino, Parks and Recreation Director
Carolyn McDowell, ISC Project Coordinator

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA DECLARING AN URGENCY TO AWARD A PUBLIC WORKS PROJECT AT THE GEORGE F. HAINES INTERNATIONAL SWIM CENTER WITHOUT ADVERTISING FOR BIDS IN ACCORDANCE WITH SANTA CLARA CITY CHARTER SECTION 1310

WHEREAS, the George F. Haines International Swim Center (ISC) was designed in 1965, constructed in 1966, and opened to the public on July 1, 1967;

WHEREAS, the ISC features three pools (a 50-meter x 25-yard racing pool, a deep diving well, and a training pool), decks, mechanical circulation, filtration and heating systems, 3,000-seat viewing stands, roof, and several support spaces;

WHEREAS, in 2017, the Kitchell Report determined that the majority of the ISC was in poor to critical condition, with many components being deemed beyond their useful life;

WHEREAS, the City contracted with LPA, Inc. to conduct an assessment of the ISC which revealed significant health and safety concerns;

WHEREAS, in January 2024, due to the health and safety concerns identified in the LPA report, the ISC was closed indefinitely;

WHEREAS, during the ISC's closure the City has worked with local aquatic groups such as the Santa Clara Swim Club, Santa Clara Artistic Swimming, and the Santa Clara Dive Club to find alternate locations that meet their program needs, however alternate locations do not match what was offered at the ISC nor do such locations meet all of the aquatic groups' needs;

WHEREAS, since the ISC's closure, the City has engaged in efforts to reopen the facility in a limited capacity by replastering the racing pool and training pool (the "Original Project");

WHEREAS, during the course of the City's replastering project, the City's contractor, Adams Pool Solutions, discovered unforeseen damage to the pools' gutter and apron infrastructure and provided the City with potential options to remediate the facility;

WHEREAS, City staff now recommends pursuing an expanded project scope to the Original Project that includes replacement of the pool decking, recirculation, plumbing, boilers and

perimeter gutter systems for all pools, replacement or refurbishment of the dive tower, and reconfiguration of the racing pool depth, lighting, temperature, and equipment (the "Project");

WHEREAS, there is a critical need to act expeditiously to implement the Project in order to mitigate the negative impacts of the ISC's closure on the City and local aquatic groups;

WHEREAS, Santa Clara City Charter Section 1310 authorizes the City Council to award a public works contract without advertising for bids if the City Council deems the work to be of urgent necessity for the preservation of life, health or property;

WHEREAS, several programmatic, financial, and social impacts on the City and local non-profit aquatics groups justify a need to issue a contract award for the Project without advertising for bids; and

WHEREAS, the Project contract award is proposed for Adams Pool Solutions, a contractor previously selected pursuant to a competitive bid process to do the Original Project work, and a contractor that has satisfactorily performed a substantial number of project scopes involving similar work for the City on other City aquatic facilities over the years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby deems the work implementing the Project to be of urgent necessity for the preservation of life, health, and property based on the following declaration of facts:

A. For local aquatic groups and their participants:

(1) They are experiencing significant on-going disruptions to programming schedules due to the lack of a consistent space since the ISC's closure.

(2) Alternate locations do not match what was offered at the ISC (e.g., bodies of water/depth, platform volume and heights, ability to offer daily programming, exhibitions, meets, shows, camps, swim lessons, etc.) which place aquatic groups at a significant disadvantage financially and programmatically, and which hinders the City's ability to attract tourism to the area and collect user fees for capital improvements and maintenance of the

facility.

(3) Increased travel time to and from alternate sites presents substantial challenges and risks for families (e.g., additional time on the road and reducing time for homework, dinner, and other commitments, that are important to the health and well-being of parents and children alike).

(4) Movement of equipment from site to site causes increased wear and tear and the need to accelerate standard replacement schedules, increasing costs.

(5) Financial strain on organizations due to increased pool rental costs increase membership dues and create financial barriers for families.

(6) The prolonged closure of the ISC diminishes the ability of local aquatic groups to prepare athletes to collegiate programs, world class athletes to national, international and Olympic teams as well as professional shows.

(7) The ongoing closure of the ISC creates uncertainty on the long-term viability of the aquatic user groups based overextended operation restrictions.

B. For the City and users of the ISC generally:

(1) City has experienced a dramatic impact in its ability to deliver core health and wellness recreation aquatic programs, such as lap swimming and drop-in swimming for City residents.

(2) In 2022, the last year of uninterrupted ISC operation, the City served over 20,000 participants for these services. Since the 2024 ISC closure, the City has served less than 1,000 participants for the same services as alternative facilities are inadequate to meet the demand and need for such services.

(3) The lack of availability of the ISC to support core health and wellness recreation aquatic programs has, and will continue to have until re-opened, a material adverse impact on the public health and well-being of Santa Clara residents.

2. In light of the foregoing declaration and determination, the demonstrated capacity and

qualifications of Adams Pool Solutions to do the Project work on reasonable market terms, and any and all other evidence and testimony presented in the record of the proceeding with respect to the Project, the City Council hereby waives the standard requirements under Charter Section 1310 that would otherwise require advertising for bids for the award of the Project, thereby allowing for the award of the Project contract to Adams Pool Solutions without advertising for bids.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

DocuSign Envelope ID: 1F3D0202-9008-46E8-AACB-1DA7DD9E0D2D

EBIX Insurance No. S200003297

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND LPA, INC. FOR THE INTERNATIONAL SWIM CENTER FACILITY ASSESSMENT

PREAMBLE

This Agreement is entered into as of the City's execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and LPA, Inc., a California corporation (Contractor or Consultant). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on June 30, 2026.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that Services covered by this Agreement shall be performed in accordance with the Standard of Care set out in Section 6 covered by this Agreement shall be fit for the purpose intended, and shall conform to the specifications, requirements, and instructions which this Agreement is based. Contractor agrees to promptly correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If following reasonable notice and opportunity to cure, Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this

Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, including California Civil Code Section 2782.8, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement. For claims based upon Contractor's professional errors or omissions, Contractor's indemnification including the duty to defend consists of reimbursement of damages and defense costs incurred by the Indemnified Parties in direct proportion to the Contractor's proportionate percentage of fault which will be determined, as applicable, by a court of law, jury or arbitrator.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Parks and Recreation Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at jteixeira@SantaClaraCA.gov

And to Contractor addressed as follows:

LPA, Inc.
Attention: Arash Izadi
60 South Market Street, Suite 1250
San Jose, California 95113
and by e-mail at Aizadi@LPADesignStudios.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. CHANGE PROCEDURES AND AUTHORIZATION

A. Change Orders. Any changes to this Agreement that relate to (i) the deletion of Services, (ii) adding additional Services, or (iii) changing or modifying Services, not to exceed the maximum compensation of this Agreement, shall be made by a written change order authorized by the Director of Parks & Recreation.

B. Amendments. Any changes to this Agreement that relate to (i) an increase in the maximum compensation of this Agreement, or (ii) the term of this Agreement, or (iii) any other terms or conditions of the Agreement not covered by the Change Order provisions set forth above, may only be made by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 8/10/23

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LPA, INC.
a California corporation

Dated: July 29, 2023

By (Signature): DocuSigned by: Jon Mills

Name: Jon Mills

Title: Chief Operating Officer

Principal Place of Business Address: 60 South Market Street, Suite 1250, San Jose, California 95113

Email Address: Jmills@LPADesignStudios.com

Telephone: (408) 780-7203

Fax: ( ) (949) 260-1190

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

1.1. This Scope of Services specifically addresses services to be provided by Contractor related to performing an initial review of the structure and operating components of the George F. Haines International Swim Center ("Phase 1 Services"). The structure and operating components include the diving pool and pool tower, racing pool, training pool, mechanical room and pools' systems, shower/restroom/office building, pool deck and viewing stands, and support building.

1.2. The primary purpose of Phase 1 Services is for Consultant to report on the facility's current condition, identify systemic deficiencies, determine remaining operating life, and compliance with building codes as defined in this Scope of Services. If the City chooses, it may engage Consultant to provide detailed program and conceptual design including community outreach services ("Phase 2 Services") and provide all services necessary to prepare schematic designs, design development and construction documents, and provide engineering support services during bid and award, construction, and post-construction phases of the project ("Phase 3 Services").

1.3. The City reserves the right to add, delete, or change the order of the tasks based on information received from Consultant during the course of the Project. Any changes to the scope will be approved through the change order process described in Section 24 of the main body of this Agreement.

2. PROJECT SCHEDULE

2.1. Attached as Appendix A1 is the Draft Project Schedule. The Parties shall agree on the Approved Project Schedule as set forth in Section 4.3.

2.2. Consultant shall monitor and update the Approved Project Schedule throughout the course of the Project. The Approved Project Schedule shall show significant milestones for the Project. Consultant shall notify City if there are delays or potential delays in any phase of the Project. In such event, Consultant shall make up the schedule in subsequent phases of the Project or provide information to City substantiating a request for time extension (which may not be approved by the City). The Approved Project Schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.

2.3. Changes to the Approved Project Schedule shall be at no additional cost, unless there are changes or additions to this Scope of Services. Any changes

to the Approved Project Schedule must be mutually agreed to and incorporated into a revised Approved Project Schedule.

3. KEY PERSONNEL/PROJECT MANAGEMENT

3.1. The following individuals are designated as Key Personnel as of the Effective Date of this Agreement.

Name	**Title**
Arash Izadi	Principal in Charge
John Courtney	Project Director
Steve Key	Senior Project Manager
Helen Pierce	Design Director
Casey Chapin	Project Designer
Name of Subconsultants	**Role**
HL Construction Management	Cost estimating
SGH	Investigation Consultant
Aquatics Design Group	Aquatics

3.2. Any replacement of Key Personnel whether requested by the City or Consultant is subject to the City's final approval.

3.3. The Project Director shall be the primary person communicating with the City and keeping City fully apprised on the status and progress of the Project. The Project Director shall also be responsible for project schedule updates; creation and preparation of progress reports and meeting minutes; adherence to project scheduling; and general project coordination.

3.4. The Project Director shall submit progress reports to the City on the project status no less than once per week. Reports shall include a summary of activities undertaken, progress achieved compared to plan, percent of overall work completed, and any other information deemed important.

3.5. Consultant shall respond within two (2) business days or sooner as agreed upon between both parties for project-related activities.

4. TASK 1: PROJECT KICKOFF

Consultant shall conduct an onsite kick-off meeting to establish the following detailed requirements for the Project.

4.1. Review project process, schedule, goals, sustainability, budget, and milestones.

4.2. Review the investigation objectives and confirm the project understanding.

4.3. Update the Draft Project Schedule with the information received during the kick-off meeting. Upon the City's approval, the schedule shall be designated as the Approved Project Schedule.

5. TASK 2: REVIEW OF CITY-SUPPLIED DATA

Consultant shall review existing project information including existing surveys, program information, record drawings, entitlements data, and other available information provided by the City.

6. TASK 3: INITIAL SITE VISIT, INTERVIEW OF KEY FACILITY PERSONNEL, AND HIGH-LEVEL VISUAL SURVEY

Consultant shall:

6.1. Conduct a site visit with its project team leadership to walk the facility with the City's facility engineer, pool operator, and facility maintenance personnel.

6.2. Familiarize itself with the facility, learn more about the use, repair and maintenance history, and identify areas for further exploration (non-destructive testing and material sampling), which will require City review, approval and budget allocation.

6.3. Interview building engineer, pool operator and key maintenance personnel in a single meeting, concurrent with the Initial Site Visit.

6.4. Perform a high-level visual survey of the Facility. This will focus on:

6.4.1. Performing visual review of all primary pool features including: a) Pool Deck based on non-destructive examination, review areas of visible distress (cracks/spalls) and areas of little to no distress (control) to confirm visual assessments; b) an Aquatic Review to document existing conditions including Code violations, safety concerns, maintenance concerns, equipment conditions, mechanical and pool equipment; and c) Structural Review of structural components (including pool walls) such as grand stand canopy, building, dive tower, for compliance with current Code and potential structural life safety requirements).

7. TASK 4: INVESTIGATION AND FACILITY REVIEW PLAN REVIEW MEETING

Consultant shall:

7.1. Prepare and submit to the City a Draft Investigation Plan based on industry standard Facility Condition Assessment (FCA) approach. The document shall include but not limited to:

7.1.1. Cover page

7.1.2. List of Investigation Team Members

7.1.3. Investigation Approach

7.1.4. List of buildings, concrete, and pool systems to be assessed

7.1.4.1. Summary of relevant information from the kickoff meeting.

7.1.4.2. Summary of relevant information provided by the City.

7.1.4.3. Summary of findings from initial site walk and visual survey.

7.2. Meet with City Project Staff (virtual) to review the Draft Investigation Plan.

8. TASK 5: INVESTIGATION AND FACILITY REVIEW DOCUMENT UPDATE

Consultant shall incorporate reasonable City comments and responses and resubmit the Draft Investigation Plan to the City for review and approval. Should the Consultant's resubmittal not incorporate the appropriate comments or otherwise fail to meet the requirements outlined within this Scope of Services and representative of the investigation and agreed upon by Consultant, this cycle shall continue until the Consultant produces an acceptable submittal that is approved by the City in writing. The City will be responsible for providing one (1) comprehensive set of reasonable and applicable comments in a timely manner for Consultant review and inclusion, where applicable.

9. TASK 6: FIELD INVESTIGATION AND KEY MATERIALS AND SYSTEMS

9.1. Concrete Pool Deck. To the level feasible and available through non-destructive examination, view areas of visible distress (cracks and spalling) and areas of little to no visible distress (control) to confirm visual assessments.

9.2. Aquatic Review. Consultant shall document existing visible conditions, including:

9.2.1. Code violations

9.2.2. Safety concerns

9.2.3. Maintenance concerns

9.2.4. Equipment conditions

9.2.5. Mechanical and pool equipment

9.3. GPR X-Ray of pool walls. Utilizing ground penetrating radar (GPR), x-ray the pool walls to locate the existing rebar and reinforcement in the pool walls.

9.4. Structural review. Consultant shall review structural components (including the pool walls as indicated in 9.3) including the shade structure, dive tower, mechanical room and buildings for compliance with current code and potential structural life safety requirements based on available as-builts.

10. TASK 7: DRAFT ADMINISTRATIVE REPORT

Consultant shall develop and submit a Draft Administrative Report for the City's review. Consultant understands that the report must sufficiently address concerns of the City. The draft report shall be develop based on industry standard Facility Condition Assessment (FCA), and shall include but not limited to:

10.1. Cover page

10.2. List of investigating team members

10.3. Investigative approach

10.4. A comprehensive list of buildings, roofing, water proofing, concrete, pool, deck, mechanical/plumbing/electrical systems estimated life cycle, and other primary pool features.

10.5. Rough Order of Magnitude Construction Cost.

10.6. Conditions, hazards, recommendations, etc.

11. TASK 8: DRAFT ADMINISTRATIVE REPORT REVIEW MEETING

In a "hybrid" (both in-person and virtual depending on the project team members), Consultant shall present and review the Draft Administrative Report with the City.

12. TASK 9: REPORT UPDATE

Based on City input and review of the Draft Administrative Report, Consultant shall incorporate reasonable City comments and responses and resubmit the Draft Administrative Report to the City for review and approval. Should the Consultant's resubmittal not incorporate the appropriate comments or otherwise fail to meet the requirements outlined within this Scope of Services and representative of the investigation and testing performed and agreed upon by Consultant, this this cycle shall continue until the Consultant produces an acceptable Final Administrative Report that is approved by the City in writing. The City will be responsible for providing one (1) comprehensive set of reasonable and applicable comments in a timely manner for Consultant review and inclusion, where applicable.

13. TASK 10: PUBLIC PRESENTATIONS

Consultant shall prepare for and attend up to two (2) public presentations to share and identify the findings, conclusions, and recommendations found within the Final Administrative Report. The public presentations may include:

13.1. City Manager's Office, Public Works Department, Parks & Recreation Department

13.2. City Council

14. SUMMARY OF MEETINGS

Services consisting of meeting attendance and presentations by Consultant as follows:

14.1. One (1) – Kickoff Meeting

14.2. One (1) – Initial Site Visit & Interviews (concurrent with Project Kick Off)

14.3. One (1) – Facility Assessment (in person/on site)

14.4. One (1) – Administrative Draft Review (virtual)

14.5. One (1) – Final Document Review (virtual)

14.6. Up to two (2) – Public Presentations (in person)

15. SUMMARY OF DELIVERABLES

15.1. Investigation Plan

15.2. Draft Administrative Report

15.3. Final Report

15.4. Schedule

15.5. Meeting Minutes

15.6. Public Presentations (Up to 2)

16. SUPPLEMENTAL SERVICES

Consultant may provide the following supplemental services at the request of the City:

16.1. Utility Locating. The services include:

16.1.1. Find locatable utilities using the following methods to quality level (QL) B per ASCE 38-02:

16.1.1.1. Electromagnetic Locator (Locator)

16.1.1.2. Ground Penetrating Radar (GPR)

16.1.1.3. Locatable Duct Rodder (Ram Rod)

16.1.1.4. Mainline Crawler (Crawler)

16.1.1.5. CCTV Push Camera

16.1.2. Physically mark identified utilities on site for identification and placement on the topographical survey.

16.1.3. Perform closed-circuit television (CCTV) camera of the available sewer and storm drain lines. Not all utilities and lines can be inspected using CCTV cameras due to size criteria and ability for the camera to move within the line.

16.1.4. Locating Report.

16.1.5. CCTV Report.

16.1.6. Due to the materials, depth of utilities, soils, cover and other factors, not all utilities are locatable and can be identified. The utility locating service will be provided to Quality Level B which involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of identifiable utilities within the limits of the immediate aquatic facility.

16.2. Topographic Ground Survey. The services include:

16.2.1. Improvements within limit of work.

16.2.2. Locate all building corners, finish floor elevation (FFE) and door thresholds, recesses, and areas under canopies (where applicable).

16.2.3. Locate all existing site walls, fences, and gates, including top of wall and finish grade elevation.

16.2.4. Locate ramps, stairs, and railings. Show top of ramp and bottom of ramp elevations. Show landing areas.

16.2.5. Locate all existing drains, catch basins, etc. and finish grade at each.

16.2.6. If a catch basin or manhole is in the ground survey area, survey the size, invert elevation along with pipe sizes coming in and out.

16.2.7. Locate all vaults, electrical, telecom, etc.

16.2.8. Survey all top of curb, finish surface, finish grade, and flowline elevations.

16.2.9. Locate all utilities (aboveground appurtenances) within detailed survey areas.

16.2.10. Record utility location from the Utility Forensic markings on the survey file.

16.3. Pool Structure Leak Detection: This service includes performing leak detection for the actual pool structure.

16.4. Special Studies: Special Studies services include investigation, research, and analysis of the City's special requirements for the Project and documentation of findings, conclusions and recommendations for Master Planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project during the construction phase.

16.5. Renderings: Renderings services relating to providing graphic pictorial representations include:

16.5.1. Elevation view(s) in color

16.5.2. Perspective view(s) in color

16.5.3. Plan view(s) in color

16.5.4. Photo realistic images

16.5.5. Video Fly-Thru's

16.5.6. Still Image Fly-Thru's

17. PROJECT ASSUMPTIONS

17.1. Assessment Limitations: Due to the inherent limitations of facility condition assessment services, the age of the facility and the limited scope, the, assessment and studies may not identify all items, concerns, issues or life safety items. Consultant shall document any unidentifiable items to enable the City to understand and weigh the risks associated with the Project. They are preliminary and intended to assist the City in an overall evaluation of the facility and whether additional forensic investigation is needed and/or if the facility should be closed. The City may use the information to determine if it should proceed to Phase 2 and explore facility renovation or replacement. Due to the current volatility of the construction industry and cost escalation, any cost-related work is preliminary and is not intended to be a prediction of actual bid amounts.

17.2. Project Size: Scope of services is limited to the International Swim Center pool facility only. Review, analysis, design, and coordination of any kind for areas outside the direct limits of the pool area is excluded. Exclusions include Central Park, areas outside the pool fence, city streets, or any other area.

17.3. Record Drawings: Information is to be provided by the City.

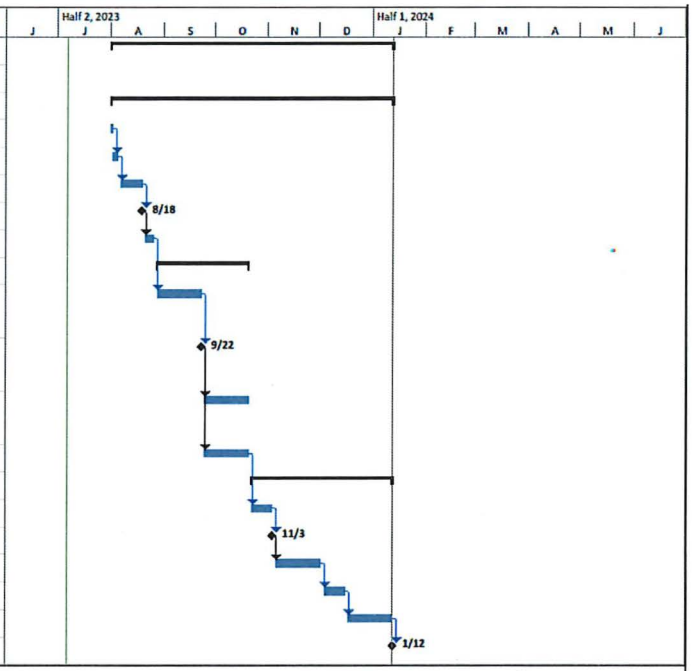
17.4. Meetings: Where the maximum number of meetings to be included in Consultant's services is specified herein, Consultant agrees to attend, and participate in, as many meetings as specified as part of the base scope of services. Meetings in excess of those specified will be billed at additional cost.

17.5. Consultation and Coordination: All consultations and coordination not associated with specific meetings shall be conducted at the sole discretion of the Consultant, and only as necessary for the Consultant to complete the professional services of this Agreement.

DocuSign Envelope ID: 1F3D0202-9008-46E8-AACB-1DA7DD9E0D2D

APPENDIX A1 TO EXHIBIT A
DRAFT PROJECT SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Santa Clara International Swim Center**	**119 days**	**Tue 8/1/23**	**Fri 1/12/24**	
2						
3		**Phase 1 Visual Facility Review**	**119 days**	**Tue 8/1/23**	**Fri 1/12/24**	
4		Notice to Proceed	1 day	Tue 8/1/23	Tue 8/1/23	
5		Receive City Information for review	3 days	Wed 8/2/23	Fri 8/4/23	4
6		Review City Information / Prepare for Kick off	2 wks	Mon 8/7/23	Fri 8/18/23	5
7		Kick Off Meeting	0 days	Fri 8/18/23	Fri 8/18/23	6
8		Initial Site Visit / Interview Staff / Visual Surve	1 wk	Mon 8/21/23	Fri 8/25/23	7
9		**Visual Survey and Facility Review**	**40 days**	**Mon 8/28/23**	**Fri 10/20/23**	
10		Prepare Visual Survey and Facility Strategy Document	4 wks	Mon 8/28/23	Fri 9/22/23	8
11		Present Visual Survey and Facility Strategy Document	0 days	Fri 9/22/23	Fri 9/22/23	10
12		Finalize Visual Survey and Facility Strategy Document and incorporate City comments	4 wks	Mon 9/25/23	Fri 10/20/23	11
13		Field Investigations and Summarize investig	4 wks	Mon 9/25/23	Fri 10/20/23	11
14		**Administrative Report and Public Presentatio**	**60 days**	**Mon 10/23/2**	**Fri 1/12/24**	
15		Prepare Draft Administrative Report	2 wks	Mon 10/23/2	Fri 11/3/23	13
16		Present Administrative Report	0 wks	Fri 11/3/23	Fri 11/3/23	15
17		Update Administrative Report	4 wks	Mon 11/6/23	Fri 12/1/23	16
18		Prepare Public Presentation	2 wks	Mon 12/4/23	Fri 12/15/23	17
19		Public Presentations	4 wks	Mon 12/18/2	Fri 1/12/24	18
20		Complete Phase 1 Services	0 wks	Fri 1/12/24	Fri 1/12/24	19



Project: Preliminary Schedule
Date: Fri 7/7/23

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Progress | Manual Progress

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The total maximum compensation the City will pay the Consultant under this Agreement shall not exceed **Two Hundred Thirty-Eight Thousand Nine Hundred Twenty Dollars ($238,920)** during the term of the Agreement. Any additional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will need to be addressed through an amendment to the Agreement that is subject to City Council approval and budget allocation.

2. FEE SCHEDULE

Consultant's compensation for Phase 1 Services, as described in Exhibit A, shall be a fixed fee of $223,920. This fixed fee includes all labor, materials, equipment, overhead, general administrative costs, and profit. Consultant shall invoice the City for the percentage of services completed during the previous month.

3. ADDITIONAL SERVICES

Services that are not part of Phase 1 Services, as described in Exhibit A, shall be at additional cost. The City has a set aside the amount of $15,000 for additional services. Consultant shall provide a written quote to the City, which may be based on a fixed fee as listed in Table B1, or as listed in Table B2 on time and materials basis.

Cost of services and expenses charged to Consultant by outside consultants and professional or technical firms shall be at actual cost plus 10%. Reimbursable expenses will be billed at actual cost plus 10%.

Table B1: Additional Services

Description	Amount
Utility Locating	$108,013
Topographic Survey	$76,368
Pool Structure Leak Detection	$12,157

Table B2: Hourly Rates

Classification	Regular Hourly Rate*
Principal	$285.00
Director	$240.00
Discipline Director	$260.00
Project Director	$250.00
Project Leader	$200.00
Manager	$165.00

Classification	Regular Hourly Rate*
Design Coordinator II	$170.00
Design Coordinator I	$145.00
Designer III	$135.00
Designer II	$120.00
Designer I	$110.00
Senior Specialist	$140.00
Specialist III	$110.00
Specialist II	$95.00
Specialist I	$85.00
Intern	$75.00

*The hourly rates are subject to change annually, subject to the City's approval.

4. PAYMENT SCHEDULE

City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to ctsantaclara@ebix.com:

Or by mail to:
EBIX Inc.
City of Santa Clara – Parks and Recreation Department
P.O. Box 100085 – S2

Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

Expanded Scope of Work with the International Swim Center (ISC) Project

Item #7, RTC #25-140

April 8, 2025

1

City of Santa Clara
The Center of What's Possible

Background



2

POST MEETING MATERIAL

City of Santa Clara
The Center of What's Possible

Background (continued)

- Since 1999, the ISC discussion have included: Master Plan, site expansion, improvements and reconfiguration
- 2018 Kitchell Report: Park Facilities Condition Assessment
- 2023 LPA, Inc. hired to conduct ISC facility assessment
- 2024 results of assessment led to the facility's closure

3

City of Santa Clara
The Center of What's Possible

Background (continued)

- June 2024 Council approved $1.86M to address facility access/safety issues and replaster the training and racing pools
- July 2024 issued Request for Bids for replastering and fencing
- October 2024 Council awarded contacts
- December 2024 County permits obtained to begin work
- January 2025 maintenance project began

4

City of Santa Clara
The Center of What's Possible

Not Included in Temporary Reopening

- Boiler
- ADA
- Health and safety – unique bodies of water
- Dive well and tower
- Plumbing
- Electrical
- Structural issues (e.g., locker room, office space, mechanical room, etc.)

5

City of Santa Clara
The Center of What's Possible






6

City of Santa Clara
The Center of What's Possible

Structural Issues Discovered

- In week #3 of the project, contractor discovered damage to pool gutter and apron infrastructure







7

City of Santa Clara
The Center of What's Possible

Council Consideration

- Prior Council action
  - Option A: maintenance for temporary reopening
- Current Council consideration
  - Option B: expanded scope of work

8

City of Santa Clara
The Center of What's Possible

Option A - Temporary Reopening Project

- Perform minor repairs to the main drain
- Replace missing/broken tiles
- Reset ladders into the pool deck
- Reset interior pool steps to be ADA compliant
- Replaster the racing and training pools

9

City of Santa Clara
The Center of What's Possible

Option A

Pros	Cons
Addresses safety improvements to fencing (exterior perimeter)	Doesn't address full needs of Artistic and Dive Team(s)
Includes safety improvements to training pool drain	Maximum capacity of 200 persons. In turn, capacity limits programming and events
Meets current ADA requirements for in-wall steps	Doesn't address on-going boilers or maintenance issues resulting in added staff time and resources
Replastering of training and racing pools	Replastering has the potential to identify the need for unanticipated repairs (e.g., gutter)
Soonest available option to partial ISC opening (race and training pools only)	Substantial cost to remediate fraction of deficiencies
	Still need to proceed with added work at a later date

10

City of Santa Clara
The Center of What's Possible

Option B - Expanded Scope

- Everything in Option A, plus
- Dive well and tower
- Mechanical equipment to support pools, including exclusive boilers for each body of water
- Plumbing throughout the facility
- Electrical upgrades
- Address ADA inside pool and throughout the facility
- Increase racing pool depth

11

City of Santa Clara
The Center of What's Possible

Option B

Pros	Cons
Complete restoration begins/ends sooner. Extends facility life 25-30+ years	Timeline extended for limited/temporary facility access
Serves all three Aquatics User Groups and City programming	Delayed License Agreement execution
Maximizes capacity allowing more flexibility in programming/events	
Addresses plumbing and boiler. Overall operation days will increase immediately, once back on-line	
Work can be supported by Measure I Bond funds for the ISC and other existing pools/facilities in the City	
Staff time and resources reduced to conduct on-going maintenance	
Expanded scope of work	

12

City of Santa Clara
The Center of What's Possible

Option B

Description	Estimatd Costs
Field estimate with new gutters and dive tower	$4 – 5 M
Increased depth to racing pool	Unknown
Updated dive tower replacement estimate	$2 M
Contingency (25%)	$1.75 M
TOTAL	**$8.75 – 10 M**

13

City of Santa Clara
The Center of What's Possible

Option B – Phase 2

- Bleacher canopy
- Administration building
  - Locker rooms with shower and restroom facilities
  - Parks & Recreation staff offices and storage spaces
  - Lifeguard space and restrooms
  - Meeting room(s)
  - Optional partner space (e.g., office, meeting, storage, etc.)

14

City of Santa Clara
The Center of What's Possible

Community Impacts

- 2022 City served 20,000+ participants
- 2024 City served less than 1,000 participants
- Financial
- Logistics
- Inconvenient
- Security

Combined, the impact has had short-term and long-term impacts on the success and viability of the organizations

15

City of Santa Clara
The Center of What's Possible

Declaration of Urgency

- The City utilizes two distinct procurement processes: one for general services and another for public works contracts, as follows:
  - General services contracts, which include maintenance and repair work, are procured under Chapter 2.105 of the City's Purchasing Code.
  - Public works contracts, which involve the construction or improvement of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds, are governed by Section 1310 of the City Charter (contracts on public works).

16

City of Santa Clara
The Center of What's Possible

Recommendation

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Approve an Expanded Scope of Work (Option B - Phase 1) with the International Swim Center (ISC) Project, Including the Rehabilitation of the Facility at the Current Location;
3. Adopt a resolution declaring an urgency in accordance with City Charter Section 1310 (Attachment 7) to allow for the award of the Contract for the Expanded Scope without a readvertisement for bids;

17

City of Santa Clara
The Center of What's Possible

Recommendation (continued)

4. Award the Public Works Contract for the expanded scope to Adams Pool Solutions on the terms presented and authorize the City Manager to negotiate and execute all necessary documents associated with and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney, with a not-to-exceed amount of $10 million, subject to appropriation of funds, and in forms approved by the City Attorney, to accomplish the expanded scope of work for the three swimming pools and their associated operational needs, and Authorize the City Manager to execute all change orders for the Project.

18

City of Santa Clara
The Center of What's Possible

Recommendation (continued)

5. Approve the following FY 2024/25 budget amendments:

   A. In the Parks and Recreation Capital Fund, recognize transfers of $8,137,931 from the General Fund Land Sale Reserve and $500,000 from the General Fund Reserve for Programmed Capital Projects and increase the Planning and Construction of Temporary and/or Permanent ISC Replacement Facility project by $8,637,931; and,

   B. In the General Fund, establish transfers to the Parks and Recreation Capital Fund of $8,137,931 from the Land Sale Reserve and $500,000 from the Reserve for Programmed Capital Projects and decrease the Land Sale Reserve by $8,137,931 and the Reserve for Programmed Capital Projects by $500,000.

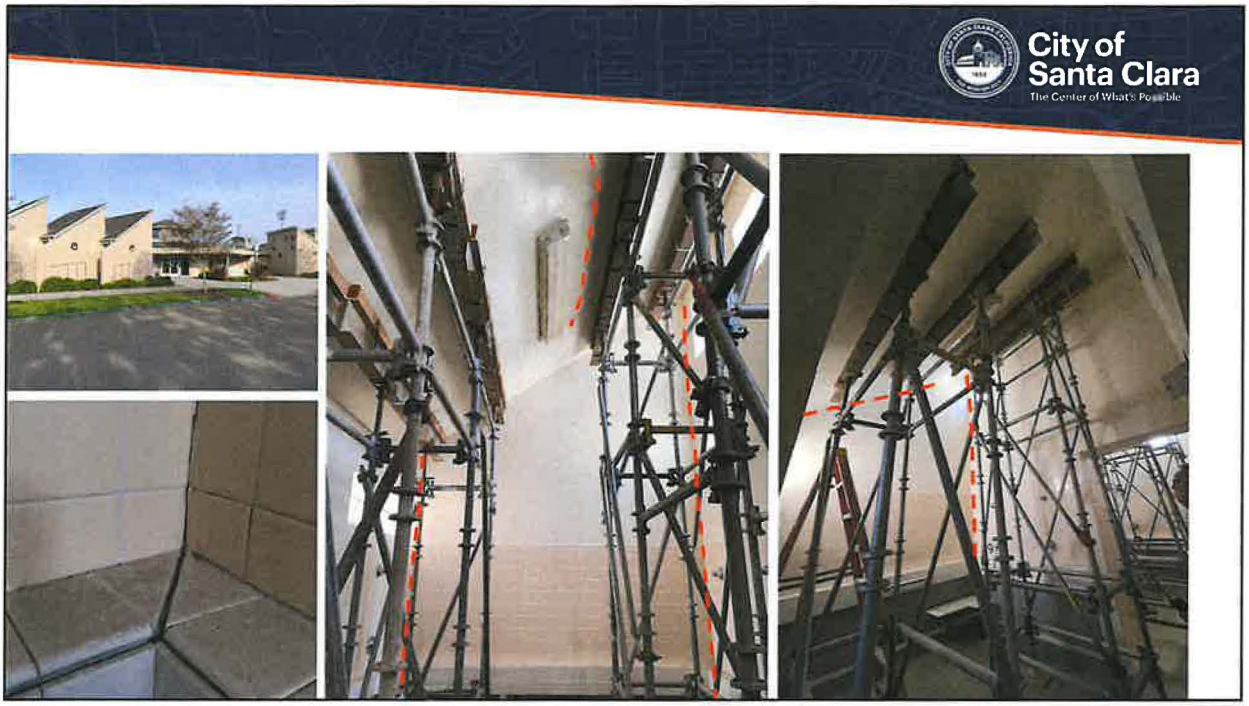
19

City of Santa Clara
The Center of What's Possible

Recommendation (continued)

5. Approve the following FY 2024/25 budget amendments:
A. In the Parks and Recreation Capital Fund, recognize transfers of $8,137,931 from the General Fund Land Sale Reserve and $500,000 from the General Fund Reserve for Programmed Capital Projects and increase the Planning and Construction of Temporary and/or Permanent ISC Replacement Facility project by $8,637,931; and,
B. In the General Fund, establish transfers to the Parks and Recreation Capital Fund of $8,137,931 from the Land Sale Reserve and $500,000 from the Reserve for Programmed Capital Projects and decrease the Land Sale Reserve by $8,137,931 and the Reserve for Programmed Capital Projects by $500,000.

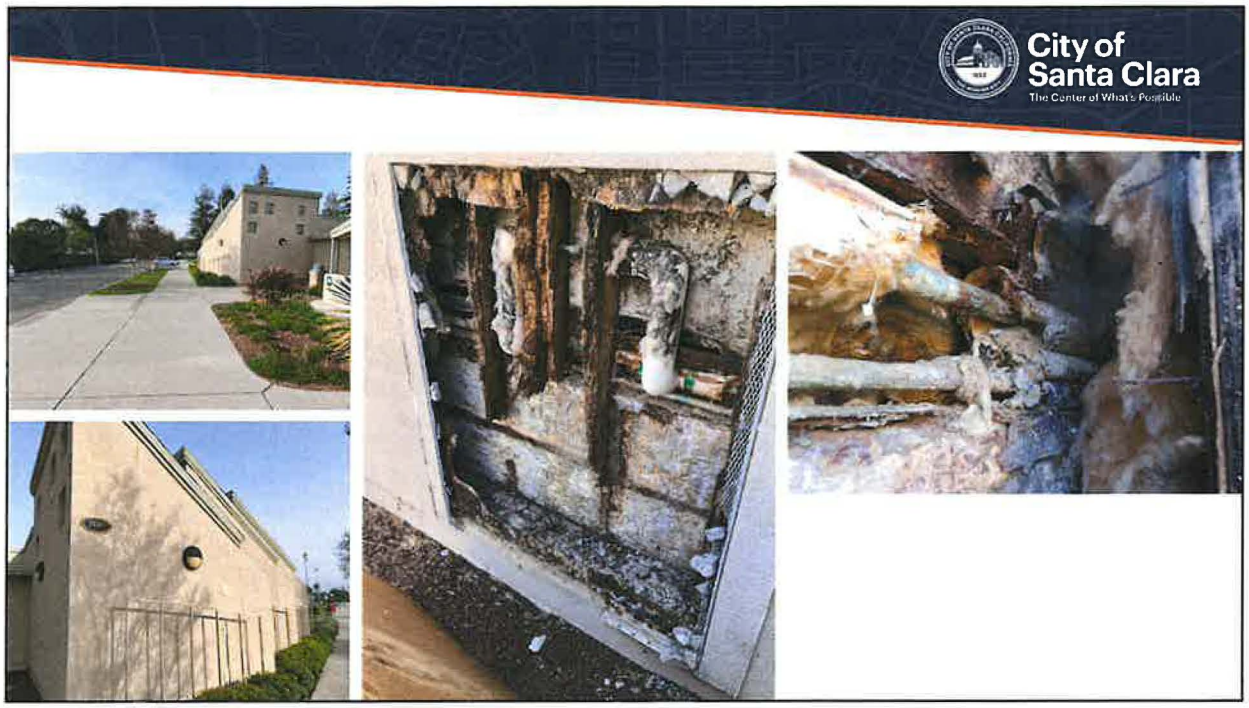
20


City of
Santa Clara
The Center of What's Possible

21


City of
Santa Clara
The Center of What's Possible

22


City of
Santa Clara
The Center of What's Possible

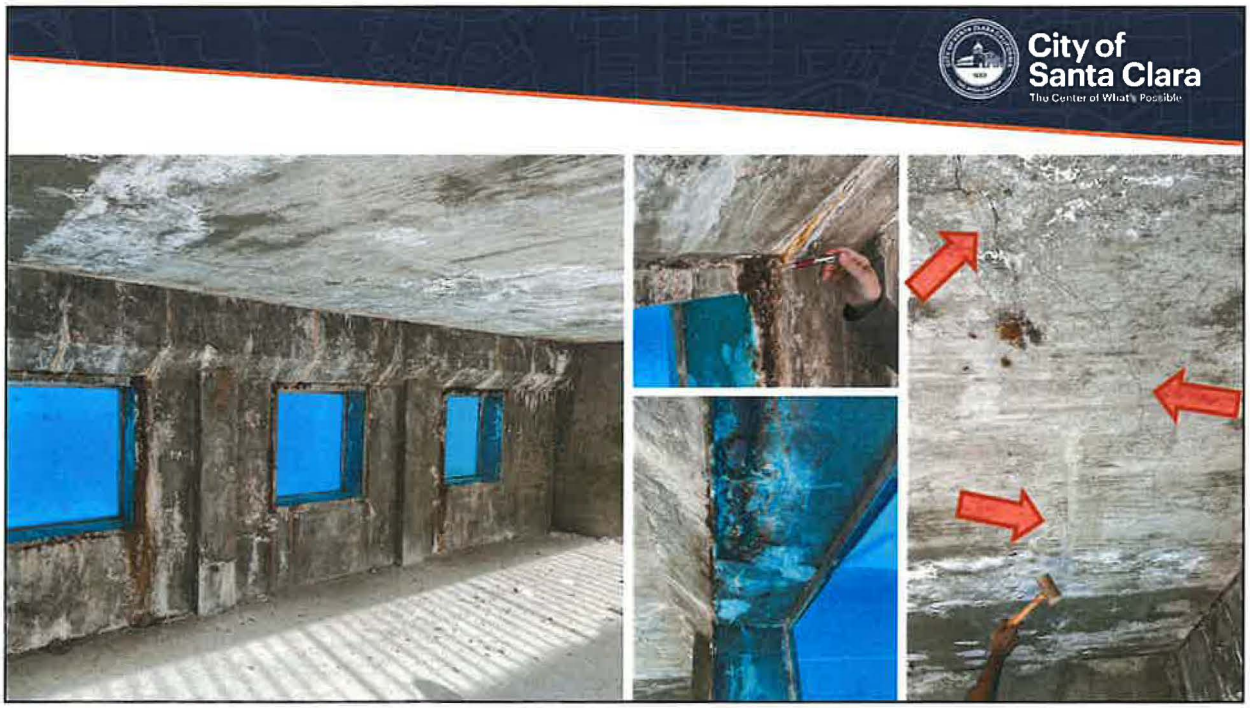
23


City of
Santa Clara
The Center of What's Possible

24


City of
Santa Clara
The Center of What's Possible

25


City of
Santa Clara
The Center of What's Possible

26

4-8-2025
Item 7

USA DIVING
Guts. Grace. Glory.

03/28/2025

Mayor Gillmor
City Council Members
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Mayor Gillmor, Council Members, and City Staff,

On behalf of USA Diving, I am writing to express our enthusiasm and support for the City of Santa Clara's initiative to rebuild the International Swim Center. This project represents an extraordinary opportunity to not only restore the legacy of a historic aquatic venue but to provide a world-class facility that serves the local community, athletes and competitive teams at the highest levels.

Diving is a sport that fosters character, courage, mental toughness, and discipline—qualities that prepare young athletes for success in and out of the pool. Many young divers go on to universities such as Stanford, Cal, UCLA, Harvard, and MIT, among others. Additionally, diving is often one of the most enjoyable aspects of an aquatic facility, especially for young swimmers, helping to encourage water safety skills while inspiring a lifelong appreciation for the sport.

Public facilities that support aquatic sports, particularly diving, are in extremely high demand for regional, national, and international competitions. Santa Clara's International Swim Center is in a prime location for hosting major events, training camps, and developmental programs, presenting economic opportunities related to sports tourism.

We at USA Diving would be honored to assist in any way possible throughout this process. Whether through guidance on facility design, programming recommendations, or event coordination, we are eager to contribute to a venue that will generate community engagement, attract top-tier competitions, and serve as a lasting source of pride for Santa Clara.

Thank you for your leadership and vision in advancing this project. We look forward to a promising future with a world-class aquatic facility that benefits residents, athletes, and the broader aquatic community.

Sincerely,
Lee Michaud
President, USA Diving

POST MEETING MATERIAL

USA DIVING
Member, United States Olympic & Paralympic Committee

3209 Virginia Avenue, Fort Pierce, Florida 34981
P 317.886.6465 usadiving.org

RESOLUTION NO. 25-9432

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, DECLARING AN URGENCY TO AWARD A PUBLIC WORKS PROJECT AT THE GEORGE F. HAINES INTERNATIONAL SWIM CENTER WITHOUT ADVERTISING FOR BIDS IN ACCORDANCE WITH SANTA CLARA CITY CHARTER SECTION 1310

WHEREAS, the George F. Haines International Swim Center (ISC) was designed in 1965, constructed in 1966, and opened to the public on July 1, 1967;

WHEREAS, the ISC features three pools (a 50-meter x 25-yard racing pool, a deep diving well, and a training pool), decks, mechanical circulation, filtration and heating systems, 3,000-seat viewing stands, roof, and several support spaces;

WHEREAS, in 2017, the Kitchell Report determined that the majority of the ISC was in poor to critical condition, with many components being deemed beyond their useful life;

WHEREAS, the City contracted with LPA, Inc. to conduct an assessment of the ISC which revealed significant health and safety concerns;

WHEREAS, in January 2024, due to the health and safety concerns identified in the LPA report, the ISC was closed indefinitely;

WHEREAS, during the ISC's closure the City has worked with local aquatic groups such as the Santa Clara Swim Club, Santa Clara Artistic Swimming, and the Santa Clara Dive Club to find alternate locations that meet their program needs, however alternate locations do not match what was offered at the ISC nor do such locations meet all of the aquatic groups' needs;

WHEREAS, since the ISC's closure, the City has engaged in efforts to reopen the facility in a limited capacity by replastering the racing pool and training pool (the "Original Project");

WHEREAS, during the course of the City's replastering project, the City's contractor, Adams Pool Solutions, discovered unforeseen damage to the pools' gutter and apron infrastructure and provided the City with potential options to remediate the facility;

//

//

WHEREAS, City staff now recommends pursuing an expanded project scope to the Original Project that includes replacement of the pool decking, recirculation, plumbing, boilers and perimeter gutter systems for all pools, replacement or refurbishment of the dive tower, and reconfiguration of the racing pool depth, lighting, temperature, and equipment (the "Project");

WHEREAS, there is a critical need to act expeditiously to implement the Project in order to mitigate the negative impacts of the ISC's closure on the City and local aquatic groups;

WHEREAS, Santa Clara City Charter Section 1310 authorizes the City Council to award a public works contract without advertising for bids if the City Council deems the work to be of urgent necessity for the preservation of life, health or property;

WHEREAS, several programmatic, financial, and social impacts on the City and local non-profit aquatics groups justify a need to issue a contract award for the Project without advertising for bids; and

WHEREAS, the Project contract award is proposed for Adams Pool Solutions, a contractor previously selected pursuant to a competitive bid process to do the Original Project work, and a contractor that has satisfactorily performed a substantial number of project scopes involving similar work for the City on other City aquatic facilities over the years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby deems the work implementing the Project to be of urgent necessity for the preservation of life, health, and property based on the following declaration of facts:

A. For local aquatic groups and their participants:

(1) They are experiencing significant on-going disruptions to programming schedules due to the lack of a consistent space since the ISC's closure.

//

//

//

(2) Alternate locations do not match what was offered at the ISC (e.g., bodies of water/depth, platform volume and heights, ability to offer daily programming, exhibitions, meets, shows, camps, swim lessons, etc.) which place aquatic groups at a significant disadvantage financially and programmatically, and which hinders the City's ability to attract tourism to the area and collect user fees for capital improvements and maintenance of the facility.

(3) Increased travel time to and from alternate sites presents substantial challenges and risks for families (e.g., additional time on the road and reducing time for homework, dinner, and other commitments, that are important to the health and well-being of parents and children alike).

(4) Movement of equipment from site to site causes increased wear and tear and the need to accelerate standard replacement schedules, increasing costs.

(5) Financial strain on organizations due to increased pool rental costs increase membership dues and create financial barriers for families.

(6) The prolonged closure of the ISC diminishes the ability of local aquatic groups to prepare athletes to collegiate programs, world class athletes to national, international and Olympic teams as well as professional shows.

(7) The ongoing closure of the ISC creates uncertainty on the long-term viability of the aquatic user groups based overextended operation restrictions.

B. For the City and users of the ISC generally:

(1) City has experienced a dramatic impact in its ability to deliver core health and wellness recreation aquatic programs, such as lap swimming and drop-in swimming for City residents.

//

//

//

(2) In 2022, the last year of uninterrupted ISC operation, the City served over 20,000 participants for these services. Since the 2024 ISC closure, the City has served less than 1,000 participants for the same services as alternative facilities are inadequate to meet the demand and need for such services.

(3) The lack of availability of the ISC to support core health and wellness recreation aquatic programs has, and will continue to have until re-opened, a material adverse impact on the public health and well-being of Santa Clara residents.

2. In light of the foregoing declaration and determination, the demonstrated capacity and qualifications of Adams Pool Solutions to do the Project work on reasonable market terms, and any and all other evidence and testimony presented in the record of the proceeding with respect to the Project, the City Council hereby waives the standard requirements under Charter Section 1310 that would otherwise require advertising for bids for the award of the Project, thereby allowing for the award of the Project contract to Adams Pool Solutions without advertising for bids.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 8TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Cox, Gonzalez, Hardy, Jain, and Park, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None