

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: November 5, 2015
SUBJECT: Comments on Agenda Items, Meeting of November 10, 2015

At 5:30 p.m., a City Council Workshop will be held to discuss Phase 1 implementation of the Transit Study. A discussion will take place related to the status of grants and the transit bus inventory, along with transit funding possibilities. In addition, staff will review the recommendations that came out of the recent IBI Transit Study, and discuss possible implementation actions. Topics such as bus routes, transit fares, pedestrian and bicycle planning, and consumer outreach will be included in the presentation. The workshop will close with some next steps being proposed by staff.

ITEM 7.A. The Public Safety Director will give his monthly update of issues and matters related to public safety throughout the City.

ITEM 7.B. An update will be provided on the status of issues related to redevelopment dissolution.

ITEM 11.E (Consent). The City of Duarte is adopting a proclamation to encourage our residents to take advantage of the Federal and State Earned Income Tax Credit (EITC), and participate in the Free Income Tax Preparation and Family Resource Fair as part of the Volunteer Income Tax Assistance program. The EITC provides tax relief and income support to low-income working families. This information will also be available on the City's website.

ITEM 13.A. This is a proposal for consulting real estate services to assist the City with developing detailed, high-level demographic analysis and a retail recruitment plan and property marketing. The data would be shared with the owners of the Fresh & Easy shopping center who would cooperate with the City and consultant in marketing the center to specialty grocery and high-end retail users. Kosmont Companies would also, as part of the contract, prepare marketing demographics targeting the Huntington Drive/Buena Vista Street intersection, which can be used to assist Smart & Final Extra in marketing its 15,000 square-foot remainder tenant space. It can also be shared with Genton Property Group in its effort to develop the Town Center area with mixed use and corner retail. This item includes approval of a contract with Kosmont Companies for \$27,500, and a budget amendment to address the contract cost.

ITEM 13.B. This item requests City Council approval of an amendment to the Swimming Pool Project budget in the amount of \$227,000. After several years of patchwork repairs and fixes, the facility can no longer operate safely and needs significant renovation. The City of Duarte has received \$257,000 in reimbursable funds from the L.A. County Maintenance and Servicing grant program to rehabilitate the City pool. However, to complete the full scope of work as identified by the City's pool consultant Aquatic Design Group, Inc., staff is requesting an allocation of up to an additional \$227,000 from the General Fund to complete the Duarte Swimming Pools Renovation Project. Total cost of the project is estimated to be approximately \$484,000.

ITEM 13.C. Based on the comments from City Council at the recent workshop, staff is bringing back this item for further discussion and direction. Options that will be before the Council include a possible pilot program versus implementing a Citywide street sweeping program, as well as considering program specifics such as sweeping one side of the street one day and the other side the next, working with Burrtec to change street sweeping routes to better accommodate residents, or sweeping both sides of the street on the same day.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Darrell J. George', with a stylized flourish at the end.

Darrell J. George
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – OCTOBER 27, 2015

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Paras-Caracci called the meeting to order at 6:20 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana, Finlay, Kang, Reilly, Paras-Caracci ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Melching
ADOPTION OF AGENDA	Finlay moved, Fasana seconded to adopt the Agenda, and carried unanimously.
WORKSHOP Citywide Street Sweeping Program	A workshop was held for a presentation and discussion about a Citywide street sweeping program, to allow residents to receive a more complete street sweeping service. The workshop concluded at 7:12 p.m. City Council reconvened at 7:22 p.m., with all members present.
PLEDGE TO THE FLAG	Mayor Paras-Caracci led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	George and Finlay provided the warm-up.
SPECIAL ITEMS Presentation–Duarte High School	Duarte High School Principal Mark Sims presented an update about Duarte High School, including focus, requirements, test results/scores, upcoming changes, opportunities for students, and athletics. Steve Hernandez stated his three children graduated from Duarte High School, and it is vital to have graduates on the City Council and School Board.
Presentation – County Registrar/ Recorder – Impact of Your Vote	Cookie Partansky, Governmental and Legislative Affairs, L.A. County Registrar-Recorder's Office, presented an overview of the impact of voting, including statistics, registration, voting options, and County website. Steve Hernandez discussed voting in other countries and in the City of Duarte.
Public Safety Update	Brian Villalobos provided the monthly public safety update, including recent incidents and the use of additional units for the Halloween holiday.

10/27/15

	Mayor Paras-Caracci suggested the “We Tip” phone number be listed on the electronic sign.
ANNOUNCEMENTS	Ryan Ricchio, Duarte Library, announced events, teen and adult programs, and classes in November.
	Karen Herrera presented community announcements about City events, programs, and workshops in October and November.
ORAL COMMUNICATIONS	The following spoke on items not on the Agenda. Jack Collins – Attendance at park, senior center, teen center.
CONSENT CALENDAR	Fasana moved, Kang seconded to approve the Consent Calendar, as follows, and carried unanimously. Approve Items A, B, C, G. Receive and File Item D. Remove Items E, F.
ITEMS REMOVED	George provided a staff report about Amendment No. 10 to the City Manager’s Employment Agreement.
Item E – Amendment to City Manager’s Employment Agmt.	Reilly moved, Kang seconded to approve Amendment No. 10 to the City Manager’s Employment Agreement, and carried unanimously.
ITEM E – APPROVED	
Item F – Successor Agency SA-15-02 Transfer Property 946, 952, 962 Huntington Drive	Item F – Agency Bill SA-15-02 A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE AUTHORIZING, AND REQUESTING OVERSIGHT BOARD APPROVAL OF, THE TRANSFER OF THE PROPERTY AT 946, 952, AND 962 HUNTINGTON DRIVE (ASSESSORS PARCEL NUMBER 8530-013-902, 8530-013-903 AND 8530-013-904) TO THE CITY OF DUARTE, FOR THE CITY’S SALE FOR FULL FAIR MARKET VALUE AND SUBSEQUENT DISTRIBUTION OF NET SALES PROCEEDS TO AFFECTED TAXING ENTITIES, IN SUBSTANTIAL CONFORMANCE WITH THE SUCCESSOR AGENCY’S APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN
ITEM F – APPROVED RESOLUTION NO. SA-15-02	Jeff Melching presented a staff report about the Agency Bill. Finlay moved, Reilly seconded to adopt SA-15-02, and carried unanimously.
PUBLIC HEARING Council Bill 15-R-22 Purchase/Sale Agreement 1263 Huntington Drive	Mayor Paras-Caracci announced this was the time and place set for a Public Hearing to consider this item. Melching read by title Council Bill 15-R-22: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF THE PROPERTY AT 1263 HUNTINGTON DRIVE (ASSESSORS PARCEL NUMBER 8530-003-930 AND 8530-003-931) TO THE CITY OF DUARTE, FOR THE CITY’S SALE FOR FULL FAIR MARKET VALUE AND SUBSEQUENT DIS-

TRIBUTION OF NET SALES PROCEEDS TO AFFECTED
TAXING ENTITIES, IN SUBSTANTIAL CONFORMANCE
WITH THE SUCCESSOR AGENCY TO THE DISSOLVED
REDEVELOPMENT AGENCY OF THE CITY OF DUARTE'S
APPROVED LONG RANGE PROPERTY MANAGEMENT
PLAN

Notice of the hearing was given, the affidavit is on file, and no written communications were received about the item.

Melching presented a staff report about the proposed Council Bill including background, fiscal impact, and recommendation.

Mayor Paras-Caracci asked if anyone in the audience wished to speak on the item.

Steve Hernandez stated he is looking forward to Starbucks.

Mayor Paras-Caracci closed the Public Hearing.

Craig Hensley provided additional information about the item, and answered questions from Councilmembers pertaining to the existing Starbucks, and size of the new building.

RESOLUTION NO. 15-22

Finlay moved, Kang seconded to adopt Resolution No. 15-22, and carried unanimously.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

KANG: Wished all a happy Halloween.

REILLY: Thanked the Valley View PTA President who spoke at the Public Safety Commission meeting, stated there are a number of changes at Metro and discussed annual report, and wished all a happy Halloween.

FASANA: Announced the Gold Line will be opening on March 5, suggested we work with the business community to encourage usage of the Gold Line and advance ticket purchases to relieve congestion, stated he would like to see outreach to larger businesses and neighborhood surveys, wished all a safe Halloween, November 3 is election day, and stated the 605/10 flyover will be dedicated tomorrow.

FINLAY: Stated Councilmember Fasana has been instrumental in getting the Gold Line out here in the San Gabriel Valley, it is a great thing, read a Hawaiian saying about the continuing journey, and thanked staff for the "Welcome to Duarte" sign on Encanto Parkway.

PARAS-CARACCI: Stated the Wine Dine and Design event was wonderful, the Amazing Family Race was a great event, while overseas, she experienced a typhoon, reminded all to take note of the situation with trees, cleanup, flooding, and stocking up in preparation for El Niño, and stated she would like to invite the new Edison representative Sal Ramirez to a Council Meeting.

ADJOURNMENT

The meeting was adjourned at 9:07 p.m.

Mayor Tzeitel Paras-Caracci

ATTEST:

City Clerk

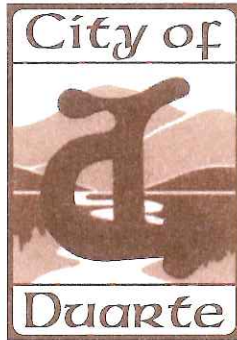
10/27/15



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, Community Development Director
DATE: November 10, 2015
SUBJECT: Planning Commission Resignation

Planning Commissioner Bill Lawrence submitted his resignation from the Commission. Commissioner Lawrence's term ran until 12/31/17.



Proclamation

EARNED INCOME TAX CREDIT/VOLUNTEER INCOME TAX ASSISTANCE PROGRAM

WHEREAS, insufficient income contributes to many of the social and human service needs in our State; and

WHEREAS, the Federal and State Earned Income Tax Credit (EITC) provides tax relief and income support to low-income working families; and

WHEREAS, the EITC lifts millions of individuals out of poverty each year by supporting work and self-sufficiency while reducing the need for public assistance, helps approximately 3.2 million individuals in California, and brings more than \$7.2 billion into California's economy; and

WHEREAS, every year one million families who qualify for EITC fail to apply for the credit, and increasing the use of EITC by the residents of the City of Duarte would help stimulate our local economy, as well as increase access to millions of dollars in income; and

WHEREAS, every resident earning less than \$53,267 a year may qualify for \$6,242 in Federal EITC, every resident earning less than \$13,870 a year may qualify for \$2,653 in State EITC, and for every 1,000 residents who qualify and apply for EITC, there is a potential \$6 million in economic stimulus for our community; and

WHEREAS, a number of free income tax preparation and family resource fairs are being scheduled by the Board of Equalization, Franchise Tax Board, and Internal Revenue Service to provide qualified individuals with free income tax preparation and other community services;

NOW, THEREFORE, BE IT RESOLVED, that the City of Duarte encourages our residents to take advantage of the Federal and State Earned Income Tax Credit, and to participate in the Free Income Tax Preparation and Family Resource Fair as part of the Volunteer Income Tax Assistance program.

ATTEST:

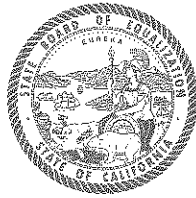
City Clerk Marla Akana
Duarte, California

November 10, 2015



Mayor Tzeitel Paras-Caracci

2361 ROSECRANS AVENUE, SUITE 450
EL SEGUNDO, CA 90245-4923
TEL 1-310-297-5201
FAX 1-310-536-4460
WEBSITE: www.boe.ca.gov/members/horton



621 CAPITOL MALL, SUITE 975
SACRAMENTO, CA 95814
TEL 1-916-445-4154
FAX 1-916-323-2869
E-MAIL: Jerome.Horton@boe.ca.gov

JEROME E. HORTON
CHAIRMAN
CALIFORNIA STATE BOARD OF EQUALIZATION

October 1, 2015

Councilmember John Fasana
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Dear Councilmember Fasana:

Working families within your city may be entitled to upwards of \$18,000 in state and federal refundable and non-refundable tax credits, grants, and a variety of family resources. These constituents may also be entitled to a share of billions in services, such as affordable housing, telephone services, low-cost auto insurance and other educational and money-saving products.

Equally exciting, I am partnering with the Board of Equalization, Franchise Tax Board and Internal Revenue Service to provide qualified individuals with free income tax preparation and other community services. The event is called our *Free Income Tax Preparation and Family Resource Fair* as part of the Volunteer Income Tax Assistance (VITA) program.

Every year nearly \$2.3 Billion in federal earned income tax credits (EITC) and \$180 million in state refunds go unclaimed. With your assistance in helping us spread the word we can recapture these and other funds to help stimulate our economy, create jobs, and improve the quality of life for California residents.

Last year the VITA program captured over \$381 million in state and federal tax refunds by helping millions of Californians file their tax returns. In addition to the income tax preparation, qualifying participants will have the opportunity to apply for and receive much-needed family services. This is a volunteer-based effort where college students are trained and certified by the IRS and work alongside countless organizational volunteers.



Councilmember Fasana
Page 2 of 2
October 1, 2015

This year, qualified taxpayers who earn less than \$53,267 may be eligible to receive a maximum of \$6,242 in federal EITC. On the state level, qualified taxpayers who earn less than \$13,870 may be eligible to receive a maximum of \$2,653 in state EITC.

The EITC is a refundable credit. Unlike other available tax credits, the EITC is a direct cash payment which is added to any refund due to qualifying individuals.

Your partnership means you will help spread the word among those you are able to reach and influence. As an elected official, your support is important, and will have a profound impact on countless families within the City of Duarte. If you decide to join us, you will receive sample notices and announcements to send to your constituents and make them aware of these valuable resources.

I have taken the liberty of enclosing a sample resolution and proclamation for your consideration. I have also enclosed a list of our 2016 program events for your review.

Alfred Konuwa, the VITA coordinator, will follow up by telephone to answer any questions you may have, related to the proposed partnership. He may be reached at (310) 297-5205 or via email at Alfred.Konuwa@boe.ca.gov.

Your participation will contribute greatly to a successful 2016 *Free Income Tax Preparation and Family Resource Fair*, and I look forward to our partnership.

Sincerely,



JEROME E. HORTON, Chairman
3rd District, Board Member

Enclosures

Preliminary 2016 VITA Schedule

Sample Resolution

Sample Proclamation

**Preliminary 2016 3rd Board of Equalization District's
Free Income Tax Preparation and Family Services Events***

Date	Location	Time
Saturday, February 6, 2016	Los Angeles Southwest College 1600 West Imperial Highway Los Angeles, CA 90047	10:00 a.m. – 2:00 p.m.
Saturday, February 13, 2016	California State University, Dominguez Hills 1000 East Victoria Street, Carson, CA 90747	10:00 a.m. – 2:00 p.m.
Saturday, February 20, 2016	California State University, Los Angeles Salazar Hall 5151 State University Drive Los Angeles, CA 90032	10:00 a.m. – 2:00 p.m.
Saturday, February 20, 2016	California State University, Northridge 18111 Nordhoff Street Northridge, CA 91330	10:00 a.m. – 2:00 p.m.
Wednesday, February 24, 2016	Rio Hondo College Business Building 3600 Workman Mill Road Whittier, CA 90601	9:30 a.m. – 2:00 p.m.
Saturday, February 27, 2016	UCLA 110 Westwood Plaza Los Angeles, CA 90077	10:00 a.m. – 2:00 p.m.
Saturday, February 27, 2016	Oxnard College Library learning Resource Center 4000 South Rose Avenue Oxnard, CA 93033	2:00 p.m. – 6:00 p.m.
Saturday, March 5, 2016	California State Polytechnic University, Pomona College of Business Administration, Building 163 3801 West Temple Avenue Pomona, CA 91768	10:00 a.m. – 2:00 p.m.
Saturday, March 5, 2016	Los Angeles Public Library 630 West 5 th Street Los Angeles, CA 90071	10:00 a.m. – 2:00 p.m.
Saturday, March 12, 2016	Santa Monica College 1510 Pico Boulevard Santa Monica, CA 90405	10:00 a.m. – 2:00 p.m.
Saturday, March 19, 2016	California State University, Long Beach College of Business Administration 1250 Bellflower Boulevard Long Beach, CA 90840	10:00 a.m. – 2:00 p.m.
Saturday, April 2, 2016	Boyle Heights Technology Youth Center 1600 East 4 th Street Los Angeles, CA 90033	10:00 a.m. – 2:00 p.m.

***Dates subject to change. More events may be added at a later time.**



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, Community Development Director *CH*
DATE: November 10, 2015
SUBJECT: Contract for Retail Trade Area and Economic Development Services with Kosmont Companies and a \$27,500 Budget Amendment

As Council is aware, Fresh & Easy will be closing soon. Based on that information, Staff met with the property manager for that shopping center to discuss plans for the filling of the tenant space. The property management expressed a willingness to allow the city to assist in the marketing of the space to increase the visibility in the market and to make the primary focus specialty grocery use.

Kosmont Companies has provided the City a proposal to provide real estate services in the form of: trade area evaluation, high-level demographic analysis, targeted trade area study with custom polygon area, development of a retail recruitment plan and property marketing.

The hypothesis is that the trade area for the Huntington Drive – Mount Olive Drive area is unique in that it had a trade area that is different than a standard concentric pattern with an increased north-south focus because of its location along Mt. Olive Dr. Preliminary figures show that income averages would be higher if the analysis was based on a customized polygon. The advantage with this data is that it will be valuable in marketing the tenant space to specialty and gourmet grocery tenants. Marketing to the specialty grocery market will require this detailed demographic data to provide justification that the site will be viable. Kosmont Companies will also work with City Staff and the shopping center marketing team to conduct a targeted and aggressive marketing effort to look for specialty grocery tenants. If the primary market desire of a specialty grocery use is not met, the demographic data will also assist in the marketing if the area to other quality tenants. This market data will be a valuable economic development tool.

The Kosmont Companies proposal also includes general updated real estate marketing information that targets on the Huntington Drive – Buena Vista Street intersection and can be used to assist Smart & Final Extra in marketing its 15,000 square foot remainder tenant space. It can also be shared with Genton Property Group in its effort to develop the Town Center area with mixed use and corner retail.

Staff recommends that the City Council authorize the City Manager to sign a professional services agreement with Kosmont Companies and that the City Council approve a \$27,500 budget amendment.



November 5, 2015

Mr. Craig Hensley, AICP
Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Re: Proposal for Kosmont Retail NOW!® Economic Development Advisory Services

Dear Mr. Hensley:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal to the City of Duarte ("City" or "Client") for Kosmont Retail NOW!® economic development advisory services. This proposal serves as an Agreement ("Agreement").

I. BACKGROUND AND OBJECTIVE

The City has received notice that an existing Fresh & Easy Neighborhood Market will be closing its location at the northwest corner at Huntington Drive and Mount Olive Drive ("Property") in the City. In response, the City has requested Kosmont's assistance for high-level demographic and grocery retail market analysis for the local Property trade area, formulation of a preferred grocery retail recruitment strategy for the Property, and initial implementation of the preferred retail strategy to attract targeted grocery retailers as provided under the Kosmont Retail NOW!® platform.

II. SCOPE OF SERVICES

Task 1: Project Kick-Off & Demographic/Economic Analysis

Kosmont will conduct a kick-off meeting and tour of the Property and local trade area with City Staff to initiate the assignment. The City will provide Kosmont with existing relevant Property or market data (e.g., Property history, ownership information, traffic counts).

Kosmont will evaluate the trade area and existing grocery retail conditions. The evaluation will include a high-level analysis of demographic information (e.g. population, households, income), grocery retail supply and demand conditions, and grocery retailer competitive supply and voids within targeted geographic boundaries (e.g. various radii centered at the Property, customized trade area polygon for the Property) as deemed relevant by Kosmont. Kosmont will provide a numerical and graphical summary of Task

1 demographic and economic analyses in PowerPoint Presentation format. Kosmont anticipates one in-person kick-off meeting with the City related to Task 1 efforts.

In addition to the above, Kosmont will run high-level analysis of demographic information (e.g. population, households, income) for the intersection of Huntington Drive and Buena Vista Street.

Task 2: Grocery Retail Recruitment Plan ("Retail Plan")

Based on the results of Task 1, Kosmont will estimate a range of supportable new specialty other grocery retail square footage within the trade area. Kosmont will outline a recommended retail recruitment plan ("Retail Plan") in collaboration with the City, generally identifying key grocery retailers which should be targeted, and outlining strategies and outreach efforts for attraction. The Task 2 Retail Plan will be summarized in PowerPoint presentation format. Kosmont anticipates one in-person meeting with the City and/or Property owner / broker related to Task 2 efforts.

Task 3: Initial Implementation of the Retail Plan

Kosmont will work collaboratively with the City and/or Property owner / broker on the initial implementation of the Retail Plan identified and approved by the City pursuant to Task 2. Kosmont will assist City economic development staff and the Property owner / broker in the initial recruitment of targeted grocery retailers by preparing a Property marketing flyer and conducting marketing outreach, including telephone and e-mail outreach, arranging property tours, attendance and representation at International Council of Shopping Centers ("ICSC") retail conferences and/or other industry events, and/or other recruiting activities as may be appropriate to solicit interest in the Property. Kosmont anticipates one in-person meeting related to Task 3 efforts.

Potential Future Services

Task 3 is not meant to represent comprehensive implementation of the Retail Plan, but rather the initiation of implementation efforts referenced above. Kosmont will be available to assist in the further implementation of the Retail Plan, such as additional retail recruiting efforts at ICSC conferences, analysis of possible fiscal benefits, transaction structuring and negotiations, and/or other services as directed by City, time and budget for which will be outlined at the appropriate time in a follow-on scope to be approved by City in advance. Attendance and/or presentation at City Council or other public hearings will be billed separately at Consultant's standard billing rates, as shown on Attachment A.

If the City so desires or has a need for financial advisory transaction-based services and/or brokerage services, Consultant would be able to provide those services via one of our integrated firms, either by Kosmont Transactions Services or Kosmont Realty Corporation (see disclaimer).

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work as soon as authorized by Client. Client will provide Consultant with existing relevant Property or market data (e.g. Property history, ownership information, traffic counts). Delivery of draft analysis summary and marketing flyer is estimated within 4 to 6 weeks from project initiation.

IV. COMPENSATION

The compensation for Tasks 1 through 3 is estimated at \$27,500 for professional services (hourly) fees as delineated below at Consultant's standard billing rates, as shown on Attachment A.

Task	Estimated Budget
1) Project Kick-Off & Demographic/Economic Analysis	\$12,500
2) Retail Recruitment Plan ("Retail Plan")	\$10,000
3) Initial Implementation of the Retail Plan	\$5,000
Estimated Total Professional Services Fees	\$27,500

Task budgets may be re-allocated between tasks as deemed appropriate by Consultant in order to adequately provide services to City. Future increases in budget will require approval by City in advance. Budget may be increased by City request at any time.

Compensation for services outlined above will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at Kosmont's normal mileage reimbursement rate of 57.5 cents per mile), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

Consultant is prepared to commence work immediately upon receipt of written authorization.

Disclosure: Kosmont Transactions Services ("KTS") and Kosmont Realty Corporation ("KRC"): Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation formats for such services. This disclosure is not intended to commit the Client.

When public agency assignments involve real estate/property brokerage or public financing transactions on behalf of the public agency, such transaction based services are typically provided by Kosmont Transactions Services or Kosmont Realty Corporation ("KRC").

KRC is currently registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor; KRC is licensed by the CA Bureau of Real Estate (License #01770428) and is also certified as a Minority Business Enterprise (MBE). KRC is also registered as doing business as KTS.

KTS provides transactional Financial Advisory Services and compensation is typically for financial advisory ("FA")/loan broker services. KRC provides Brokerage Services and compensation is typically for brokerage commissions such as property and lease transactions and/or success/broker fees. KRC also provides Broker Opinions of Value (BOV) services on a fixed fee basis.

V. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and there respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, hether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. Severability. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. Notices. All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

L. Governing Law. The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. Confidentiality. Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. Disclaimer. Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

R. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of

legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[signature page follows]

VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2015

City of Duarte, California

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Larry J. Kosmont, CRE

Its: _____
(Title)

Its: President & CEO

ATTACHMENT A

Kosmont Companies 2015-2016 Public Agency Fee Schedule

Professional Services

President & CEO	\$295.00/hour
Partner / Senior Vice President / Senior Consultant	\$275.00/hour
Vice President / Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
Technical / Research Staff	\$ 95.00/hour

• Additional Expenses

In addition to professional services (labor) fees:

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) For **Third Party Vendor(s)** retained on behalf of client (with Client's advance approval), fees and costs will be billed to Client at 1.1X (times) fees and costs.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until June 30, 2016.



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, PARKS AND RECREATION DIRECTOR

SUBJECT: DUARTE POOL RENOVATION PROJECT BUDGET AMENDMENT
FOR PROJECT COST

DATE: NOVEMBER 10, 2015

Recommendation

To approve a budget amendment, and authorize the allocation of up to \$227,000 from the General Fund for use to complete the Duarte Swimming Pools Renovation Project. The exact amount will depend on the eventual competitive bidding process.

Discussion

When a City makes the decision to build an aquatics facility, it must carefully weigh the benefits provided compared to the exorbitant costs associated with construction, operations and programming. The benefits are many and in our case they include teaching thousands of children annually how to swim thereby ensuring their safety, and of course there are benefits to residents in providing a communal area for exercise and relaxation for all ages with the many physical and mental health benefits associated with swimming and exercise. Additionally, our facility is categorized by the County as a regional facility due to the many non-residents who enroll in our well-regarded swim lessons program; one important reason why we have been awarded grant funding. Lastly, our aquatics facility is joined by our Fitness Center that includes lockers and showers, racquetball courts and an aerobics and weight room area with updated fitness and equipment. Combined, our entire Fitness Center and Pools provide our residents and visitors with a complete exercise facility that can stand alongside the best facilities in the region.

Over the last 33 years, thousands of residents have enjoyed this facility and through those sheer numbers alone, many have voiced their opinions about the value of this facility. If today a city wanted to build a brand new aquatics facility with showers and lockers (without a Fitness Center) equal in size and amenities to ours, it would cost in the neighborhood of \$5,000,000 and that city would hopefully understand all of the additional costs involved beyond just the construction. Operating a community pool is extremely expensive with costs associated with regular maintenance, repairs, electricity, heating, filtering, chlorination, and staffing. But the long-term potential costs are even more expensive, for the major repairs and renovations that will eventually be needed due to the nature of operating in a wet environment with corrosive chemicals. 33 years of life for Duarte's pools is a testament to the excellent construction of the facility and the many years of superior maintenance we've provided. Now, however, after several recent years of patchwork repairs and superficial fixes, the facility can no longer operate safely and must be renovated fully if we want to continue to offer the facility and programs to our community.

As the Council is aware, over the last few years the City has completed renovations and

upgrades to the electrical, heating, filtering and chlorination systems and the Council has agreed that the exterior areas of the Duarte pools are in extremely poor condition and that repairs are needed to the pool plaster, tiles and deck as well as additional concrete bench and step repairs and other ancillary repairs and refurbishment. Happily, the City of Duarte was awarded \$257,000 in grant money from the Los Angeles County Maintenance and Servicing Prop A program for us to help pay for part of the overall cost of this project.

Project Cost Estimates

Staff's level of expertise in regard to pool renovation projects is very limited and this necessitated the hiring of a professional aquatics consultant, Greg Cannon of Aquatics Design Group to oversee the project. The consultant was hired to help determine the true scope of what is needed beyond our own inexperienced observations and through his expertise, inspection and review of the site, the consultant has designed the plans and developed the RFP for this project. With this phase now completed we can now ensure that in the bid process we can be specific about the project design, ensure that the highest quality products are used, and that specific techniques and quality assurance is used so that we will be rewarded with a safe, efficiently functioning and aesthetically pleasing facility.

Working in great detail with our consultant through site visit inspections and his experience, it has now been determined that the facility is in even poorer condition than we originally thought and more work than anticipated is needed. To ensure that the work completed is long lasting and will in essence provide Duarte with an almost new facility that meets our community's needs for many more years to come, we now have a conservative preliminary cost estimate of \$465,000 for this project, requiring a potential allocation of approximately \$227,000 from the general fund, dependent on the competitive bid process and the bids we will receive.

Cost Estimates

Consultant =	\$19,000 (Council has allocated funding)
Project =	\$465,000
Total =	\$484,000

Grant Funding =	\$257,000
General Fund =	\$227,000

Fiscal Impact

The estimated total cost of the City pool project is \$484,000. The City has already received a \$257,000 grant from LA County to help offset the total cost and the City in the 2015-16 budget had budgeted \$19,000 for consulting fees. The remaining \$227,000 in project cost will need to be allocated from the City's General Fund Balance.

Attachment: Aquatic Design Group, Inc. RFP (Including work summary)

CITY OF DUARTE

DUARTE SWIMMING POOL RENOVATION

**1550 Huntington Drive
Duarte, CA 91010**

**PROJECT MANUAL
October 2015**

Scott J. Ferrell
Principal/Architect
C26222

PREPARED BY:

AQUATIC DESIGN GROUP, INC.
2226 FARADAY AVENUE
CARLSBAD, CALIFORNIA 92008

TEL 760-438-8400
FAX 760-438-5251

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DUARTE SWIMMING POOL RENOVATION**

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SECTION 01110

SUMMARY OF WORK

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.02 DESCRIPTION

- A. Section Includes:
1. Description of the Work (refer to 1.03).
 2. Duties of the Contractor (refer to 1.04).
 3. Permits and fees (refer to 1.06).
 4. Layout of work (refer to 1.07).

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. This project consists of the removal / demolition of the existing competition/training pool finishes, tile as noted, and other miscellaneous items shown on plans. Construction of new competition/training pool plaster finishes, and other items as shown on plans. All other items as required to provide a completely operational aquatic facility. Project is located at 1550 Huntington Drive, Duarte, CA 91010.
- B. Work of this contract generally consists of demolition, new construction and such other items not mentioned that are required by the Contract Documents, law and governmental codes and regulations.
- C. For convenience, the Specifications are divided into sections as set forth in the Table of Contents, but such segregation shall not be considered as limiting the work of any subcontract or trade, and the Owner will not be responsible for any division of work by subcontracts. Unless otherwise provided, the Contractor shall be solely responsible for all subcontract arrangements of work regardless of the locations of provisions in the Specifications.
- D. Compensation for bid items not specifically identified in these Special Provisions shall include all labor, materials, tools, equipment, safety measures, and supervision required to complete the work to grades and dimensions shown on the plans or staked in the field. There shall be no compensation except for bid items specified in the Bidder's Proposal. The cost of all work in the Contract Documents not specifically identified as a bid item or described within a bid item shall be included in related bid items, and no additional compensation shall become due the Contractor by nature of compliance with the Contract Documents except as provided for in the General Conditions of the Contract for Construction, under "Changes in the Work."

1.04 CONTRACTOR DUTIES

- A. Construct the work under a single prime contract in strict conformity with the Contract Documents.
- B. Accept the site and the character of the work as they exist on the first day of work under this Contract.
- C. Coordinate work of employees and subcontractors.
- D. Expedite the work to assure compliance with schedules.
- E. Coordinate the work with that of other contractors and work done by the Owner.
- F. Comply with orders and instructions of the Owner's Representative.

1.05 CONTRACTOR FURNISHED PRODUCTS

- A. Contractor Responsibilities:
 - 1. Designate needed submittals and delivery date for each product in progress schedule. Coordinate deliveries with Owner's Representative.
 - 2. Receive product(s) at site. Store until incorporated into the work.
 - 3. Inspect deliveries jointly with Owner's Representative, record shortages and damaged or defective items.
 - 4. Protect product(s) from damage, theft and from exposure to the elements.
 - 5. Assemble, install, connect, adjust and/or finish product(s) as required under provisions of the Contract Documents.
 - 6. Repair or replace products damaged or stolen subsequent to receipt, at no cost to the Owner.

1.06 PERMITS AND FEES

- A. The Contractor shall obtain and pay for all permits, fees and licenses required by all government agencies and necessary for successful completion of the work. The Contractor shall maintain copies of all required permits on site and shall, upon request, furnish the Owner with copies thereof.

1.07 LAYOUT OF WORK

- A. Field surveys for control of all grading and construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California licensed surveyor or civil engineer. Staking shall be performed on all items ordinarily requiring grade and alignment at intervals normally accepted by the agencies and trades involved. Payment for construction survey staking shall be considered as included in the various items of work and no additional allowance will be made thereof. Bench marks shall be provided by the Owner as shown on Drawings.

PART 2 - PRODUCTS

NOT USED

PART 3 – EXECUTION

AQUATIC DESIGN GROUP

SUMMARY OF WORK
01110 - 2

2015.073
10/26/2015

DUARTE SWIMMING POOL RENOVATION
DUARTE, CA

NOT USED
END OF SECTION

SECTION 01230

ALTERNATIVES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Section Includes: To allow the Owner to compare total costs where alternate materials and methods might be used, and to enable the Owner's decision prior to awarding the Contract for Construction, certain alternatives have been established as described in this Section of the Specifications.

1.02 SUBMITTALS

- A. Limit of Alternatives:
1. Do not submit alternatives other than those described in this Section of these Specifications, except as permitted under Section 01300.
 2. Submit proposed contract sums reflecting all alternatives as required on the Bidder's Proposal Form.
 3. The Owner reserves the right to accept or reject any or all proposals for such alternatives. Contractor shall furnish itemized prices for each alternative item, which if accepted will be used in establishing the Contract Sum.
- B. Other Submittals:
1. Normal submittals for the various items are described in pertinent Sections of these Specifications.
 2. No special submittal for materials or methods for the alternatives is required other than as described in the pertinent Sections.

1.03 PRODUCT HANDLING

- A. If the Owner elects to proceed on the basis of one or more of the alternatives, make all modifications to the work required in the furnishing and installation of the selected alternatives to the approval of the Architect and at no additional cost to the Owner, except as noted on the Bidder's Proposal Form.

1.04 ADDITIVE ALTERNATES

- A. Additive Alternate #1: Complete removal and replacement of existing children's pool plaster, replacement of damaged tile and wall inlets per plans.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01330

SUBMITTALS

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.01 DESCRIPTION

- A. Section Includes:
 - 1. Submit to the Architect shop drawings, product data and samples required under the various Sections of these Specifications.
 - 2. Prepare and submit with Construction Schedule, a separate schedule listing dates for submission and dates reviewed shop drawings, product data and samples will be needed for each product.

1.02 PRODUCT HANDLING

- A. Make all submittals of Shop Drawings, Samples, and requests for substitution in accordance with the provisions of these Specifications.

PART 2 - PRODUCTS

2.01 SCHEDULE OF SUBMITTALS

- A. Compile a complete schedule of all submittals required for the project, complete with major division and subdivision headings and broken into individual trades. Format shall be 8-1/2" x 11". The schedule shall be in such a form as to allow for notations next to each required submittal including, but not necessarily limited to, submission dates, action taken, approvals and re-submittals. Submit such a schedule to the Architect for his comments and approval. The approved Schedule of Submittals shall be kept current at all times and an updated copy shall be kept in the Project Field Office for review.

2.02 SHOP DRAWINGS AND PRODUCT INFORMATION SUBMITTALS

- A. Unless otherwise specifically directed by the Architect, make all Shop Drawings accurately to a scale sufficiently large to show all pertinent features of the item and its' method of connection and interface to the Work.
- B. Submit all Shop Drawings in the form of four (4) blue-line prints of each Shop Drawing. In the case of Product Information, submit no less than four (4) copies for review. Where contents of submitted product information include data not pertinent to the submittal, clearly indicate which portion is being submitted for review.
- C. Submittals are required on all items to ensure the latest and most complete manufacturer's data is available. The Contractor assumes full responsibility for problems which could have been noted on valid submittals not furnished.

- D. In the event that an item or items specified by the Architect will not be available in time for installation during orderly progress of the Work, so notify the Architect prior to receipt of bids. Verify that all items specified will be available. Costs of delays because of non-availability of materials will be back-charged as necessary and shall not be borne by the Owner.
- E. Of the four (4) bluelines required; two bluelines will be returned to the Contractor upon completion of the Architect's review, one will be sent to the Owner and the other will be kept on file in the Architect's office.

2.03 SAMPLES

- A. Unless otherwise specifically directed by the Architect, all Samples shall be of the precise article proposed to be furnished.
- B. Submit all Samples in the quantity which is required to be returned, plus one (1) which will be retained by the Architect.

2.04 CALCULATIONS

- A. Where required, the Contractor shall retain a licensed Civil or Structural Engineer to provide structural calculations sufficient to show the adequacy of all members and connections to be reviewed.

2.05 COLORS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product submit accurate color charts and pattern charts to the Architect for his review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities and are identically suitable for the installation, completely describe the relative costs and capabilities of each.

2.06 MANUALS

- A. Where manuals are required to be submitted upon completion of the installation, prepare all such manuals in durable plastic binders approximately 8-1/2" x 11" in size and with at least the following features:
 - 1. Identification readable through the outside of the cover, stating the general nature of the manual and the project to which it pertains.
 - 2. Neatly typewritten Index near the front of the manual, furnishing immediate information as to location in the manual of all data regarding the installation.
 - 3. Complete instruction regarding operation and maintenance of all equipment involved.
 - 4. Complete nomenclature of all replaceable parts, their part numbers, current cost and name and address of the Vendors of the parts.
 - 5. Copy of all guarantees and warranties issued on the installation.

6. Copy of the approved Shop Drawings with all data concerning changes made during construction.
- B. Where contents of manuals include manufacturer's catalog, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturer's data with which this installation is not concerned.
- C. Unless otherwise specifically directed by the Architect, deliver two (2) copies of the manual to the Owner and one (1) copy to the Architect.

2.07 RECORD DRAWINGS

- A. Where required by the Contract Documents or where changes to the Contract Documents have been made by change order, revision to clarification drawings, or where minor changes to the Contract were required because of unforeseen conditions or as may be required by the Architect, prepare accurate Record Drawings indicating all pertinent data and dimensions necessary to adequately describe the contract deviations to the Owner for his future use.

2.08 SUBSTITUTIONS

- A. Reference in the Contract Documents to any material, product, or process by name, make or catalog number shall be interpreted as establishing a standard of quality and design intent and not construed as prohibiting substitutions of any other such material, product, or process, provided such substitution is specifically approved by the Architect prior to receipt of bids. Requests for substitutions shall be submitted no later than ten (10) working days prior to bid date.
- B. Acceptance of substitutions will not relieve the Contractor from responsibility for complying with the Contract Documents.
- C. At the discretion of the Architect, testing of samples of materials proposed for substitutions may be required. The testing shall be done by an independent testing laboratory selected by the Owner, the costs of which shall be borne by the Contractor.
- D. At the discretion of the Architect, the Contractor may be required to furnish a written guarantee, in addition to that already required, ensuring the satisfactory performance of the proposed substitutes.
- E. All additional labor and materials which may be required for the proper installation of any substitution, or required as a consequence of any substitution, will be provided at no additional cost to the Owner.
- F. Bids shall be based upon the data given in the Contract Documents, or upon previously approved items or techniques as "approved equals" by the Architect. Where calculations or shop drawings are required for approval, allowance shall be made for meeting the requirements of the Contract Documents and all applicable codes and ordinances.

- G. Bidders may, in addition, submit separate bids using materials and equipment of other manufacturers, providing the difference in cost is stated for each item proposed to be substituted.
- H. Provide to the Architect all information necessary and required to evaluate proposed substitutions. Do not base bid on the assumptions that a material will be approved as equal by the Architect unless the item has been specifically approved for this Work by the Architect prior to the receipt of bids.
- I. The Contractor assumes full responsibility that substituted items or procedures will meet the job requirements and is responsible for the cost of redesign and of modifications to this and all other parts of the work caused by substituted items.
- J. Submittals will be checked for general conformance with the design concept of the project, but acceptance does not guarantee quantities shown and does not supersede requirements to properly install work. Submittals for proposed alternatives will be judged not only for the acceptability of the items themselves, but of the items as they are used under the conditions of this particular project.

PART 3 - EXECUTION

3.01 IDENTIFICATION OF SUBMITTALS OR SUBSTITUTIONS

- A. Completely identify each submittal and re-submittal by showing at least the following information:
 - 1. Name and address of entity submitting information, plus name and telephone number of individual who may be contacted for further information.
 - 2. Name of project for this Work.
 - 3. Drawing number and Specification Section number to which the submittal applies.
 - 4. Number of all submittals sequentially, whether this is an original submittal or a re-submittal, and if a re-submittal, what number re-submittal.

3.02 COORDINATION

- A. Prior to submittal for Architect's review:
 - 1. Fully coordinate all submittals by determining and verifying all field dimensions and conditions, materials, catalog numbers, and similar data.
 - 2. Coordinate as required with all other trades and with all public agencies involved.
 - 3. Secure all necessary prior approvals and signify by stamp, or other means, that they have been secured.
 - 4. Clearly indicate all deviations from Contract Documents.

3.03 TIMING OF SUBMITTALS

- A. Make all submittals within ten (10) days of the date of the award of the contract for the Work, and far enough in advance of scheduled dates of installation to provide adequate time for all required reviews, both by the Architect and his consultants, for securing necessary approvals, for possible revision and re-submittal, and for placing of orders and securing delivery. In scheduling, allow a minimum of ten (10) full working days for

the Architect's review. Cost of delays occasioned by the tardiness of submittals will be back-charged as necessary.

3.04 ARCHITECT'S REVIEW

- A. The Architect's review will be only for conformance with the design concept and with the information given in the Contract Documents. The Architect's review and approval of Shop Drawings and Samples shall not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors and omissions in the Shop Drawings and Samples. Should the Architect be required to review any submittal more than three (3) separate times due to the inadequacy of the submittal and due to no fault of the Architect, the Contractor shall render to the Architect the Architect's direct cost for review of all subsequent re-submittals.

3.05 COMPLIANCE WITH APPROVALS

- A. Do not commence any portion of the Work requiring approval of Shop Drawings or Samples by the Architect until the submittal has been approved by the Architect. All such portions of the Work shall be in accordance with the approved Shop Drawings and Samples.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.01 DESCRIPTION

- A. Section Includes: Temporary facilities and controls required for this work include, but are not limited to: temporary utilities such as water, electricity and telephone; field offices and sheds; haul roads; enclosures such as fences, barricades, and canopies; sanitary facilities; scaffolding and safety equipment. All such temporary facilities shall be located for convenience and safety and maintained in a safe and sanitary condition at all times until completion of the Contract, then removed from the site and disposed of as required or as directed.

1.02 COMPLIANCE WITH CODES AND REGULATIONS

- A. Compliance with all requirements of pertinent safety regulations is described in the General Conditions of the Contract for Construction and shall include, but not necessarily be limited to: Federal Occupational Health Administration (OSHA) and latest edition, Uniform Building Code (with California Amendments) and ADA (American Disability Act).

1.03 PRODUCT HANDLING

- A. Use all means necessary to maintain all temporary facilities and controls in proper and safe condition throughout progress of the work. In the event of damage or loss, immediately make all repairs and replacements necessary and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 TEMPORARY UTILITIES

- A. General:
 - 1. Provide and pay all costs for all utilities required for performance of the work.
 - 2. Provide safe distribution of required utilities to the job areas for use of all trades.
- B. Temporary Water: Furnish and install all necessary temporary piping and, upon completion of the work, remove all such temporary piping.
- C. Temporary Electricity: Furnish and install all necessary temporary wiring; furnish and install distribution boxes within 100 feet of each portion of the work so located that the individual trades may use their own construction-type extension cords to obtain adequate power and lighting at all points where required by inspectors and for safety.

- D. Telephone: Maintain in the Contractor's field office or in a protected location on the job site for the use of the subcontractors; the telephone may be coin operated.

2.02 ACCESS FACILITIES

- A. The Contractor shall provide access facilities to the construction area as are necessary and required for carrying out the work and the same shall be kept passable at all times. Contractor shall be responsible for any damage to streets, curbs and sidewalks due to the use of such facilities, and such damaged portions shall be repaired as required to place them in the same condition as existed prior to the commencement of the work. Contractors shall comply in every respect with applicable Building Codes regarding the use of public streets and sidewalks and provide the proper barricading and lighting of public thoroughfares surrounding the construction activities.

2.03 ENCLOSURES, FENCES, BARRICADES AND CANOPIES

- A. Furnish, install, and maintain for the duration of construction, all required scaffolds, fences, barricades, canopies, warning signs, steps, bridges, platforms and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety regulations. In addition, it is recommended that all existing improvements which are not to be altered or removed be protected by means of temporary barricades or other suitable means.

2.04 PUMPING

- A. Keep the site, excavations, and structures free of accumulation of water at all times, whether from underground seepage, rainfall, drainage, or broken utility lines.

2.05 SANITARY FACILITIES

- A. Furnish and install all required temporary toilet buildings with sanitary toilets for use of all workmen. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction. Maintain in a sanitary condition at all times.

2.06 FIRE PROTECTION

- A. Temporary fire extinguishers shall be provided and available at the job site in accordance with the appropriate NFPA Bulletins and good practice.

PART 3 - EXECUTION

3.01 SPECIAL CONDITIONS OF THE SITE

- A. The area to be set aside for the use of the Contractor is indicated on the Drawings as "Limit of Work." Except for sub-surface utility work, curb and gutter, temporary roads and any other work specifically shown or noted, the Contractor shall confine his exterior operations within the limits-of-work so indicated.
- B. Work shall not proceed for the site or buildings until all temporary work such as utilities, barricades, field office and sanitary facilities are furnished and installed.

- C. Parking of vehicles by construction personnel shall be limited to areas outside the limits-of-work in locations as designated by the Owner's Representative.

3.02 MATERIAL STORAGE AND PROTECTION

- A. During the progress of the work, products and materials shall be neatly stored in accordance with the appropriate manufacturer's recommendations and shall be properly cared for and protected from weather, vandalism and theft.
- B. All installed products and materials shall be adequately protected until such time as the Owner accepts the Project.

3.03 CONDITIONS AT THE SITE

- A. The Contractor shall make all necessary inspections of the job site and of the work to be fully aware of the conditions of all temporary facilities and controls at all times.
- B. The Contractor shall take all steps necessary to prohibit any part of the premises, the buildings, or structures to be overloaded by setting thereon any material or equipment, or performing thereon any of his work, which could cause any loss, damage, and/or injury to person or property.
- C. The Contractor shall make a close inspection of all materials as delivered and shall promptly return all defective materials without waiting for their rejection by the Architect.

3.04 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Architect.

3.05 RESTORATION OF AREAS

- A. Upon completion of the project, all temporary facilities shall be removed from the site and all areas not otherwise improved but which were adversely affected by the Contractor's work shall be returned to their original condition to the satisfaction of the Architect.

3.06 FINAL SITE CLEAN-UP

- A. Prior to final inspection, thoroughly clean the entire site and restore to a neat, acceptable condition. Remove from the entire site all construction waste and unused materials, dunnage, loose rock and stones, excess earth, roots, weeds, and all debris of any description resulting from the work. Hose down and scrub where necessary all new concrete and asphalt pavement and paved walks, and all existing concrete and asphalt pavement and walks dirtied as a result of the work. Thoroughly remove mortar drippings from concrete walks and other pavements, where they occur.

END OF SECTION

SECTION 01770

CLOSEOUT PROCEDURES

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.01 DESCRIPTION

- A. Section Includes: The work includes, but is not necessarily limited to, performing all operations necessary for and properly incidental to closing out the project and assisting in Owner's final inspection as hereinafter specified.

1.02 FINAL COMPLETION

- A. When the Contractor considers the work, or a designated portion of the work complete, submit written request to Owner's Representative for inspection. By submittal of request, Contractor certifies that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been completed in accordance with the Contract Documents and is ready for inspection.
 - 3. Equipment systems have been tested, adjusted, balanced and are fully operational.
- B. Submit request a minimum of five (5) working days in advance of requested inspection date. Contractor shall be responsible for allowing sufficient time during contract period to complete inspections and any corrections.
- C. Should Owner's Representative inspection find work incomplete, Owner's Representative will notify Contractor in writing, listing observed deficiencies.
- D. Contractor shall remedy listed deficiencies and send a request for final inspection. At the Owner's option, a reinspection(s) of the work to identify additional deficiencies, if any, may be required. Owner's costs associated with reinspection(s) are subject to provisions of Article 1.04 of this Section.
- E. When Owner confirms work is complete, and close-out submittals as referred to in Article 1.05 of this Section are provided, Owner's Representative will notify Contractor of date of completion in writing.

1.03 REINSPECTIONS

- A. Should status of completion of work require reinspection(s) by Owner due to failure of work to comply with Contractor's claims on initial inspection, Owner may deduct the amount of compensation for reinspection services from final payment to Contractor. Observed deficiencies in excess of ten (10) will be reason for reinspection.

- B. Inspections initiated at the request of the Owner will not be subject to the provisions of this Article.

1.04 CLOSE-OUT SUBMITTALS

- A. Project Record Documents
- B. Operation and Maintenance Data
- C. Warranties and Guarantees
- D. Spare Parts and Maintenance Materials
- E. Evidence of Payment and Lien Releases along with a list of all subcontractors which contributed labor or materials to the project.
- F. Other data and materials as may be required in individual Sections of the Specifications.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Submit application for final payment in accordance with provisions of the Contract for Construction.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 02050

DEMOLITION

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.01 DESCRIPTION

A. Section Includes:

1. Demolition and removal of pool plaster finishes as indicated on the Drawings.

- B. Site Visitation: In preparing a proposal, visit the site, carefully examine the Drawings and Specifications, and determine that the work can be properly executed in accordance with the Contract Documents. No allowance will be made for any error through negligence in observing the site conditions.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 TREATMENT OF EXISTING FACILITIES

- A. Protection: Use necessary procedures, caution and covering to protect from damage existing facilities, equipment and accessories not noted to be replaced or restored. Maintain active utilities traversing the project site in operating condition.
- B. Replacement: In the event of damage, immediately notify the Owner, and make all repairs and replacements necessary to the approval of the Engineer without change in contract amount or time.

3.02 REMOVAL OF DEBRIS

- A. All items noted for demolition shall be immediately removed from the project site and hauled and dumped in compliance with all local codes and regulations, including payment of any associated fees.

3.03 SAFETY BARRICADES

- A. Provide substantial barricades around and at all areas and openings as soon as such areas and openings are created. Barricades must be adequate to block access and give warning to the general public.

3.04 CLEAN-UP

- A. Upon completion of the work of this Section, immediately remove all broken concrete, debris and rubbish occasioned by this work to the approval of the Engineer.

END OF SECTION

SECTION 13152

SWIMMING POOL CONCRETE

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Forming for cast-in-place concrete associated with swimming pools and pool decks.
- B. Reinforcement for cast-in-place concrete associated with swimming pools and pool decks.
- C. Cast-in-place concrete for swimming pool structures and pool decks.
- D. Provide labor, materials and equipment as required to install sealant for all pool deck expansion joints, or any other caulking, as indicated on the aquatic Drawings and herein specified

1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
 - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
 - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards:
 - 1. In addition to complying with the California Building Code (latest edition), comply with all pertinent recommendations contained in "Recommended Practice for Concrete Formwork," Publication ACI 347 of the American Concrete Institute.
 - 2. In addition to complying with California Building Code (latest edition), comply with all pertinent recommendations contained in "Manual of Standard Practice for Detailing Reinforced Concrete Structures," Publication ACI 315 of the American Concrete Institute.
 - 3. In addition to comply with all local codes and regulations, comply with all pertinent recommendations contained in American Society for Testing and Materials (ASTM); ASTM C 920 "Standard Specification for Elastomeric Joint Sealants."
 - 4. Where provisions of applicable codes and standards conflict with the requirements of this Section, the more stringent provisions shall govern.

- C. Tolerances: Construct all swimming pool concrete straight, true, plumb and square within a tolerance horizontally of one in 200 and vertically of one in 2000.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with the requirements of Section 01330.
- B. Samples and Certificates, Concrete Reinforcement:
 - 1. Provide all data and access required for testing as described in Section 01440 of the Specifications.
 - 2. All material shall bear mill tags with heat number identification. Mill analysis and report shall be made available upon request.
 - 3. Material not so labeled and identifiable may be required by the Owner's Representative to be tested by the testing laboratory selected by the Owner's Representative and at no additional cost to the Owner, in which case random samples will be taken for one series of tests from each 2-1/2 tons or fraction thereof of each size and kind of reinforcing steel.
 - 4. Design mix from batch plant demonstrating previous use history and associated strengths at 28 days.
- C. Submit proof of qualifications as specified in Article 1.02.A of this Section.
- D. Submit reinforcing drawings for pool walls, gutters, floors, dike walls and balance tanks, etc. as shown on the construction drawings.

1.04 PRODUCT HANDLING

- A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the swimming pool concrete before, during, and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

PART 2 – PRODUCTS

2.01 CONCRETE FORMWORK

- A. Form Materials:
 - 1. Form Lumber: All form lumber in contact with exposed concrete shall be new except as allowed for reuse of forms in Part 3 of this Section, and all form lumber shall be one of the following, a combination thereof, or an equal approved in advance by the Owner's Representative.

- a. "Plyform," Class I or II, bearing the label of the Douglas Fir Plywood Association; "Inner-Seal" Form as manufactured by Louisiana-Pacific, or approved equal.
 - b. Douglas Fir-Larch, number two grade, seasoned, surfaced four sides.
 2. Form Release Agent: Colorless, non-staining, free from oils; chemically reactive agent that shall not impair bonding of paint or other coatings intended for use.
- B. Ties and Spreaders:
 1. Type: All form ties shall be a type which do not leave an open hole through the concrete and which permits neat and solid patching at every hole.
 2. Design: When forms are removed, all metal reinforcement shall be not less than two (2) inches from the finished concrete surface.
 3. Wire Ties and Wood Spreaders: Do not use wire ties or wood spreaders.
- C. Alternate Forming Systems: Alternate forming systems may be used subject to the advance approval of the Owner's Representative.

2.02 CONCRETE REINFORCEMENT

- A. Bars: Bars for reinforcement shall conform to "Specifications for Deformed Billet-Steel Bars for Concrete Reinforcement," ASTM A-615, Grade 60.
- B. Wire Fabric: Wire fabric shall conform to "Specifications for Wire Fabric for Concrete Reinforcement," ASTM A-185.
- C. Tie Wire: Tie wire for reinforcement shall conform to "Specifications for Cold-drawn Steel Wire for Concrete Reinforcement," ASTM A-82 black annealed 16 gauge tie wire.

2.03 CAST-IN-PLACE CONCRETE

- A. Concrete:
 1. All concrete, unless otherwise specifically permitted by the Owner's Representative, shall be transit-mixed in accordance with ASTM C94. Concrete for water retaining structures that do not receive a waterproofing finish such as ceramic tile or swimming pool plaster shall contain an integral waterproofing admixture.
 2. The control of concrete production shall be under the supervision of a recognized testing agency, selected by the Owner in accordance with Section 01 44 00 of the Specifications.
 3. Quality: All concrete shall have the following minimum compressive strengths at twenty-eight (28) days and shall be proportioned within the following limits:
 - a. 3,000 psi minimum compressive strength.
 - b. 1" maximum size aggregate.
 - c. 6.0 minimum sacks of cement per cubic yard.*
 - d. 4" maximum slump.

*For estimate only: to be determined by mix design.
 4. Cement: All cement shall be Portland Cement conforming to ASTM C 150, Type

- II, and shall be the product of one manufacturer.
5. Aggregates:
 - a. Shall conform to "Standard Specifications for Concrete Aggregates," ASTM C33, except as modified herein.
 - b. Coarse Aggregate: Clean sound washed gravel or crushed rock. Crushing may constitute not more than 30% of the total coarse aggregate volume. Not more than 5% flat, thin, elongated or laminated material nor more than 1% deleterious material shall be present. 1" aggregate graded from 1/4" to 1", fineness modulus 6.90 to 7.40. 1 1/2" graded from 1/2" to 1 1/2", fineness modulus 7.80 to 8.20.
 - c. Fine Aggregate: Washed natural sand of hard, strong particles and shall contain not more than 1% of deleterious material, fineness modulus 2.65 to 3.05.
 6. Water: Clean, fresh, free from acid, alkali, organic matter or other impurities liable to be detrimental to the concrete (potable).
 7. Admixtures: Admixtures shall be used upon approval of the Owner's Representative.
 - a. Air-entraining admixture: Conform to ASTM C260.
 - b. Water-reducing admixture: Conform to ASTM C494.
 - c. Waterproofing admixture: Conform to ASTM C494.
- B. Construction Joints: Use keyform for slab pour joints. Either preformed galvanized or PVC construction joint forms of a standard manufacturer may be used. Install per manufacturer's recommendations and tool edges of slabs.
- C. Waterstops: PVC bulb-type for use between concrete pours / lifts, conforming with ASTM D 570, D 624, and D 638. Provide in configuration(s) as recommended by manufacturer for specific application. Greenstreak, W.R. Meadows, or approved equal.
- D. Curing Materials:
 1. Liquid Membrane (covered slab): Chlorinated rubber membrane forming, curing-sealing compound conforming to ASTM C309.
 2. Liquid Membrane (exposed slab): Clear methyl and butyl methacrylate non-staining, membrane forming, curing-sealing compound conforming to ASTM C309.
- E. Cement Grout and Drypack:
 1. Cement Grout: Mix 1 part by volume of Portland Cement, 1/2 part by volume of water and fine aggregate enough to make mixture flow under its' own weight.
 2. Drypack: Mix 1 part by volume of Portland Cement, 1/2 part by volume of water and fine aggregate enough to make a stiff mix that will mold into a ball. Mix no more than can be used in 30 minutes.

2.04 JOINT SEALANT MATERIALS

- A. Caulking: Multipart, non-sag gun grade polyurethane based sealant meeting the requirements of ASTM C920-02, Type S or M, Mamemco International, Pecora, Sika Corp., Sonneborn Building Products, Tremco or approved equal.

- B. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- C. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- D. Sealant Backer Rod: Provide compressible polyethylene or polyurethane backer rod as recommended by the sealant manufacturer.
- E. Bond Breaker Tape: Provide polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant.
- F. Sand: Cover the surface of the caulking with #30 silica sand.

2.05 OTHER MATERIALS

- A. All other materials not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to the advance review by the Owner's Representative.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection:
 - 1. Prior to installing the items of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
 - 2. Verify that all Work may be constructed in accordance with all applicable codes and regulations, the referenced standards, and the original design.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Owner's Representative.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies are fully resolved.
 - 3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Installer of existing conditions as fit and proper to receive its Work.

3.02 CONCRETE FORMWORK

- A. Construction of Forms:
 - 1. General: Construct all required forms to be substantial, sufficiently tight to prevent leakage of concrete paste, and able to withstand excessive deflection when filled with wet concrete.
 - 2. Layout:
 - a. Form for all required cast-in-place concrete to the shapes, sizes, lines and dimensions indicated on the Drawings.
 - b. Exercise particular care in the layout of forms to avoid necessity for

- cutting concrete after placement.
- c. Make proper provisions for all openings, offsets, recesses, anchorages, blocking and other features of the Work as shown or required.
- d. Perform all forming required for Work of other trades and do all cutting and repairing of forms required to permit such installation.
- e. Carefully examine the Drawings and Specifications and consult with other trades as required relative to providing for pipe and conduit penetrations, reglets, chases and other items in the forms.
- 3. Imbedded Items: Set all required steel frames, angles, bolts, inserts and other such items required to be anchored in the concrete prior to concrete being placed.
- 4. Bracings:
 - a. Properly brace and tie the forms together so as to maintain position and shape and to ensure safety to workmen.
 - b. Construct all bracing, supporting members and centering of ample size and strength to safely carry, without excessive deflection, all dead and live loads to which they may be subjected.
 - c. Properly space the forms apart and securely tie them together, using metal spreader ties that give positive tying and accurate spreading.
- 5. Wetting: Keep forms sufficiently wetted to prevent joints from opening up before concrete is placed.
- B. Plywood Forms:
 - 1. Design: Nail the plywood panels directly to studs and apply in a manner to minimize the number of joints.
 - 2. Joints: Make all panel joints tight butt joints with all edges true and square.
- C. Footing Forms:
 - 1. Wood Forms: All footing forms shall be wood unless otherwise specifically approved by the Owner's Representative, or as specified in paragraph 3.2(C)(2).
 - 2. Earth Forms:
 - a. Side walls for footings may be of earth provided the soil will stand without caving and the sides of the bank are made with a neat cut to the minimum dimensions indicated on the Drawings.
 - b. For excavation and backfill of earth forms, conform with applicable provisions of Section 13 11 01.
- D. Reuse of Forms:
 - 1. Reuse of forms shall be subject to advance approval of the Owner's Representative.
 - 2. Except as specifically approved in advance by the Owner's Representative, reuse of forms shall in no way delay or change the schedule for placement of concrete from the schedule obtainable if all forms were new.
 - 3. Except as specifically approved in advance by the Owner's Representative, reuse of forms shall in no way impart less structural stability to the forms nor less acceptable appearance to finished concrete.
- E. Removal of Forms:
 - 1. General:

- a. In general, side forms of footings may be removed seven (7) days after placement of concrete, but time may be extended if deemed necessary by the Owner's Representative.
 - b. Forms for footings, foundations, grade beams, slabs, walls, and other formed concrete may be removed fourteen (14) days after placement of concrete.
2. Removal:
- a. Use all means necessary to protect workers, passersby, the installed Work of other trades and the complete safety of the structure.
 - b. Cut nails and tie wires or form ties off flush, and leave all surfaces smooth and clean.
 - c. Remove metal spreader ties on exposed concrete by removing or snapping off inside the wall surface and pointing up and rubbing the resulting pockets to match the surrounding areas.
 - d. Flush all holes resulting from the use of spreader ties and sleeve nuts using water, and then solidly pack throughout the wall thickness with cement grout applied under pressure by means of a grouting gun; grout shall be one part Portland Cement to 2-1/2 parts sand; apply grout immediately after removing forms.

3.03 CONCRETE REINFORCEMENT

A. Bending:

1. General:

- a. Fabricate all reinforcement in strict accordance with the Drawings.
- b. Do not use bars with kinks or bends not shown on the Drawings.
- c. Do not bend or straighten steel in a manner that will injure the material. (When opposite end is already encased in concrete.)

2. Design:

- a. Bend all bars cold.
- b. Make bends for stirrups and ties around a pin having a diameter of not less than two (2) times the minimum thickness of the bar.
- c. Make bends for other bars, including hooks, around a pin having a diameter of not less than six (6) times the minimum thickness of the bar.

B. Placing:

1. General: Before the start of concrete placement, accurately place all concrete reinforcement, positively securing and supporting by concrete blocks, metal chairs or spacers, or by metal hangers.

2. Clearance:

- a. Preserve clear space between bars of not less than one and one-half (1 1/2) times the nominal diameter of the round bars.
- b. In no case let the clear space be less than one and one-half (1 1/2) inches nor less than one and one-third (1 1/3) times the maximum size of the aggregate.
- c. Provide the following minimum concrete covering of reinforcement:
 - 1) Concrete deposited against earth: three (3) inches.
 - 2) Concrete below grade deposited against forms: two (2) inches.
 - 3) Concrete elsewhere: As indicated on Drawings or otherwise

approved by the Owner's Representative.

3. Splicing:
 - a. Horizontal Bars:
 - 1) Place bars in horizontal members with minimum lap at splices sufficient to develop the strength of the bars.
 - 2) Bars may be wired together at laps except at points of support of the member, at which points preserve clear space described above.
 - 3) Whenever possible, stagger the splices of adjacent bars.
 - 4) Splice seventy-four (74) bar diameters minimum.
 - 5) Provide non-contact lap slices for shotcrete.
 - b. Wire Fabric: Make all splices in wire fabric at least one and one-half (1 1/2) meshes wide.
 - c. Other Splices: Make only those other splices that are indicated on the Drawings or specifically approved by the Owner's Representative.
 4. Dowels: Place all required steel dowels and securely anchor them into position before concrete is placed.
 5. Obstructions: In the event conduits, piping, inserts, sleeves and other items interfere with placing reinforcement as indicated on the Drawings or otherwise required, immediately consult with the Owner's Representative and obtain approval of a new procedure prior to placing concrete.
- C. Cleaning Reinforcement: Steel reinforcement, at the time concrete is placed around it, shall be free from rust scale, loose mill scale, oil, paint and all other coatings which will destroy or reduce the bond between steel and concrete.

3.04 CAST-IN-PLACE CONCRETE

- A. Conveying and Placing Concrete:
 1. Before placing concrete, mixing and conveying equipment shall be well cleaned, and the forms and space to be occupied by concrete shall be thoroughly cleaned and wetted. Ground water shall be removed until the completion of the work.
 2. No concrete shall be placed in any unit of work until all formwork has been completely constructed, all reinforcement has been secured in place, all items to be built into concrete are in place, and form ties at construction joints tightened.
 3. Concrete shall be conveyed from mixer to place of final deposit in such a way to prevent the separation or loss of ingredients. It shall be placed as nearly as practicable in its' final position to avoid rehandling or flowing. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor shall it be dropped freely more than six (6) feet. Use tremies, spouts and dump boxes in deep sections. Vibrators are not acceptable for facilitating concrete transport.
 4. Concrete shall be tamped and spaded to insure proper compaction into all parts of forms and around reinforcement. A mechanical vibrator shall be used to thoroughly compact the concrete. Vibration must be by direct action in the concrete and not against forms or reinforcement.
- B. Construction Joints / Expansion Joints: Construction joints and expansion joints shall be provided at locations and in the manner shown on the Drawings. With exception of existing concrete / new shotcrete joints, use PVC bulb-type waterstops appropriate for

design condition between all concrete pours / lifts to avoid cold joints. Waterstops shall be placed in such a way to protect reinforcing steel from rust and oxidation. All expansion joints must be the full depth of the concrete section in which they are located.

- C. Slab Finishes: Concrete slabs shall be compacted and screeded uniformly to grades shown. Push large aggregates below the surface with a screen tamper, screed and bull float. As soon as the surface becomes workable, it shall be wood floated, then finished as indicated on the Drawings to a uniform smooth, true surface in a neat and workmanlike manner. Carefully coordinate slab finish requirements with other trades (ceramic tile, pool plaster) to insure concrete finish is appropriate substrate for final finish material.
1. Contractor shall provide three mock-up deck samples, minimum 2'x 2', with a wedge anchor installed in one sample. These (3) samples shall be constructed; one with a light broom finish, one (1) with a medium broom finish and one (1) with a heavy broom finish for determination and selection of an appropriate deck finish. Each sample shall be edged on all four sides to demonstrate a 3/4" radius edge. Anchor installation shall demonstrate acceptable interface between anchor and the top of deck. Deck samples shall remain on job site through final inspection for reference.
 2. Pool Floor Slab: Heavy Wire Broom Finish.
- D. Protection and Curing:
1. Concrete shall be protected from injurious action of the elements and defacement of any nature during construction.
 2. All forms must be kept wet to prevent drying out of the concrete.
 3. All concrete surfaces including footings must be kept wet for at least seven (7) days after concrete is placed.
 4. Apply the appropriate curing materials, as specified in 2.03 of this Section, immediately after finishing slabs. Application shall be as specified by the manufacturer.
- E. Form Removal:
1. Take care in removing forms so that surfaces are not marred or gouged and that corners are true, sharp and unbroken.
 2. No steel spreaders, ties or other metal shall project from or be visible on any concrete surfaces.
- F. Defective Work:
1. Should the strength of any concrete for any portion of the work indicated by tests of molded cylinders and core tests fall below minimum 28 days strength specified or indicated, concrete will be deemed defective work and shall be replaced.
 2. Concrete work that is not formed as indicated, is not true to intended alignment, not plumb or level where so intended, not true to intended grades or elevations, not true to specified or selected finish, contains sawdust shavings, wood, or embedded debris, which exhibits cracks or contains fine or coarse sulfide particles, or expansive aggregates detrimental to performance or appearance of the concrete shall be deemed defective.
 3. Promptly perform work required to replace and properly clean (by sandblasting if necessary) any defective concrete panels (control joint or expansion joint to

control joint or expansion joint), at Contractor's expense, including all expense of additional inspection, tests, or supervision made necessary as a result of defective concrete.

3.05 EXPANSION JOINTS

- A. Temperatures: Do not install sealants when air temperature is less than 40°F.
- B. Tooling: Tool exposed joints to a slightly concave surface using slicking materials recommended by the manufacturer. The tooling procedure shall press sealant against the sides of the joint. No materials shall be left "feathered" out or smeared on the abutting materials. Completed joints shall have a uniform professional appearance.
- C. Joint Construction: Sealant joint width, thickness and cross-sectional profile to be constructed in strict accordance with the sealant manufacturer's recommendations.
- D. Sand: At the appropriate time cover the sealant with sand to provide a sanded finish.

3.06 CLEAN-UP

- A. Upon completion of the Work of this Section, immediately remove all swimming pool concrete materials, debris and rubbish occasioned by this Work to the approval of the Owner's Representative.

END OF SECTION

SECTION 13154

SWIMMING POOL CERAMIC TILE

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Swimming pool ceramic tile detailed on the Drawings, including, but not limited to, the following:
 - 1. Bond Beam / Waterline Tile (Rim Flow Pool)
 - 2. Gutter Bullnose Tile (Rim Flow Pool)
 - 3. Lane Line / Target Tile / 4'-6" Depth Tile
 - 4. Trim Tile (At Underwater Steps)
 - 5. Waterline Face Tile (Coping Pool)
 - 6. Depth Marker Tile. (At Waterline) (Coping Pool)
 - 7. Depth / Caution Marker. (At Pool Deck) (Coping Pool)
 - 8. Pre-cast Coping)

1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
 - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
 - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: In addition to complying with all pertinent codes and regulations:
 - 1. Manufacture of all tile shall be in accordance with ANSI A-137.1.
 - 2. Install ceramic tile in accordance with the recommendations contained in the 2015 "Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc.
- C. Tolerances: Install all swimming pool ceramic tile straight, true, plumb and square within a tolerance horizontally of one in 200 and a tolerance vertically of one in 500. Waterline and gutter bullnose tile shall be level to 1/8" (+/- 1/16") around entire perimeter of swimming pools.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with the requirements of Section 01330.

- B. Samples: Submit samples of each color and pattern in the specified groups. Character samples can be representative for review prior to screening of actual tile.
- C. Master Grade Certificate: Prior to opening ceramic tile containers, submit a Master Grade Certificate, signed by the manufacturer of the tile used and issued when the shipment is made, stating the grade, kind of tile, identification marks for the tile containers, and the name and location of the Project.
- D. Specifications: Submit manufacturer's recommended installation specifications for the Work.
- E. Submit proof of qualifications as specified in Article 1.02.A of this Section.

1.04 PRODUCT HANDLING

- A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.
- C. Protection: Use all means necessary to protect swimming pool ceramic tile before, during and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

PART 2 – PRODUCTS

2.01 TILE

- A. Bond Beam / Waterline Tile (Rim Flow Pool):
 - 1. Material: Group 4 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal. Contact Scott Chouinard at scott.chouinard@daltile.com (951)757-4919.
 - 2. Size: 1 x 1 inches.
 - 3. Color: Dal-Tile #D-023 Galaxy.
- B. Gutter Bullnose Tile: (Rim Flow Pool)
 - 1. Material: Group 4 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
 - 2. Size: 1 x 2 inches (#C-701)
 - 3. Color: Dal-Tile #D-023 'Galaxy.
- C. Lane Line / Target / 4' - 6" Depth Tile:

1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
2. Size: 1 x 1 inches.
3. Color: Dal-Tile #D-311, 'Ebony' in 25 yard direction. Dal-Tile #D023 Galaxy at 4'-6" depth tile.

D. Trim Tile (on underwater steps):

1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
2. Size: 1 x 1 inches, with S-812 quarter round. Color: Dal-Tile #D-311, 'Ebony'.
3. Size: 2 x 6 with integral quarter round. Color: Black, non-slip. Inlays #CPC00022

E. Waterline Face Tile (Coping Pool):

1. Material: All waterline face tile shall be glazed ceramic tile (Group III standard) as manufactured by Dal-Tile or approved equal.
2. Size: As selected by Owner.
3. *Color: Dal-Tile #D-129 'Sky blue'. Contact . Contact Scott Chouinard at scott.chouinard@daltile.com (951) 757-4919.

F. Depth Marker Tile (At Waterline) (Coping Pool):

1. Material: All depth marker tile shall be glazed ceramic tile as manufactured and/or distributed by Dal-Tile, Precision Tile Co., or approved equal.
2. Size: 6 x 6 inches.
3. Color: Dal-Tile #D-129 'Sky Blue' with Black silk screen numbers.

G. Depth / Caution Marker (On Deck) (Coping Pool):

1. Material: Sandblast text into precast coping to a depth of 1/8" max, and fill with contrasting color epoxy flush with finish surface. Text font style and epoxy color to be approved by Owner prior to installation. Final location of markers to be approved by Owner prior to installation. Color as specified by Owner.

H. Pre-cast Coping:

1. Southwest Pre-cast or equal (714) 573-7990 to match detail on plans.

2.02 MORTAR

- A. Sand for Mortar: Comply with requirements of fine aggregate for concrete.
- B. Cement: Type I Portland Cement, conforming to ASTM C150.
- C. Hydrated Lime: Conforming to ASTM C206 or 207, Type S.
- D. Water: From a potable source.

2.03 GROUT

- A. All tile grout shall be waterproof grout complying with the recommendations of TCA and ANSI A118.6 (4) standards . Grout color shall be grey for dark backgrounds, white for light backgrounds (verify colors with Architect).

2.04 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of ceramic tile as indicated on the Drawings, shall be new, first quality of their respective kinds, and subject to the approval of the Owner's Representative.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection:
 - 1. Prior to all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
 - 2. Verify that ceramic tile can be installed in accordance with the original design and all referenced standards.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Owner's Representative.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
 - 3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive its Work.

3.02 INSTALLATION

- A. Method:
 - 1. Install all ceramic tile in strict accordance with installation method P601-90 of the 2015 Handbook for Ceramic Tile Installation of the Tile Council of America, Inc.
 - 2. Be certain to install all ceramic tile perfectly level, flush, plumb, and to the finish grades and elevations indicated on the Drawings.
- B. Interface:
 - 1. Carefully establish and follow the required horizontal and vertical elevations to insure proper and adequate space for the work and materials of other trades.
 - 2. Coordinate and cooperate as required with other trades to insure proper and adequate interface of ceramic tile Work with the Work of other trades.

3.03 GROUTING

2015.073
10/26/2015

DUARTE SWIMMING POOL RENOVATION
DUARTE, CA

- A. Follow grout manufacturer's recommendations as to grouting procedures and precautions.
- B. Remove all grout haze, observing grout manufacturer's recommendations as to use of acid and chemical cleaners.

3.04 EXTRA STOCK

- A. Provide one (1) unopened box of extra tile for 2.01A and 2.01B for Owners use at a future time.

3.05 CLEAN-UP

- A. Upon completion of the swimming pool ceramic tile installation, thoroughly clean and polish the exposed surfaces of tile work. Completely clean work area of debris and rubbish occasioned by this Work and dispose of to the approval of the Owner's Representative.

END OF SECTION

SECTION 13155

SWIMMING POOL PLASTER

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Swimming pool plaster and waterproofing of swimming pool structures as indicated on the Drawings and herein specified.
- B. Start-up and operation instructions to Owner's operations and maintenance personnel and properly balance swimming pool water chemistry until the Owner takes occupancy.

1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
 - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
 - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: Swimming pool plaster shall conform with requirements of Chapter 31B of California Building Code, latest edition. In addition, meet requirements of applicable portions of most current edition of the "Technical Manual," National Plasterers Council, Mission Viejo, California.
- C. Start-up:
 - 1. Furnish a swimming pool water chemistry consultant, with a minimum of five (5) years experience, possessing either AFO (Aquatic Facility Operator) or CPO (Certified Pool Operator) certification(s), to supervise and properly balance swimming pool water chemistry.
 - 2. Demonstrate to the Owner's Representative that all systems are fully operational and that calcium hardness, total alkalinity, chlorine residual and pH levels are within specified limits.
 - 3. Standards: Furnish labor and chemicals as required to condition the water properly to the following specifications:
 - a. Calcium Hardness: 200-400 parts per million (PPM)
 - b. Total Alkalinity: 80-100 PPM
 - c. Chlorine Residual: 1.00 to 2.0 PPM
 - d. pH Factor: 7.2 to 7.6

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with the requirements of Section 01300. Requests for substitution shall conform with requirements of Article 1.10.A of Section 13150.
- B. Submit proof of qualifications as specified in Article 1.02.A and 1.02.C.1 of this Section.

1.04 PRODUCT HANDLING

- A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the swimming pool plaster before, during, and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

1.05 ENVIRONMENTAL CONDITIONS

- A. No plastering shall be done under unsuitable conditions of weather or temperature. No plastering shall be done when prevailing temperature is 40 degrees Fahrenheit or less.
- B. Do not install plaster during rain and, if rain commences after plastering has begun, immediately protect the plaster from rain by all means necessary until the plaster has set.
- C. Do not install plaster during wind greater than 10 mph and, if wind commences after plastering has begun, immediately protect the plaster from wind by all means necessary until the plaster has set.

PART 2 PRODUCTS

2.01 CEMENT / AGGREGATE

- A. "Pebble-Fina®" pool finish by Pebble Technology, Inc. ®, "PebbleSheen ®", tiny pebble pool finish by Pebble Technology, Inc. ®, "StoneScapes ® mini pebble finish by Npt ®.

2.02 COLOR

- A. All swimming pool plaster shall be white in color. "Pebble-Fina" shall be "Classico", "PebbleSheen" shall be "Artic White" and StoneScapes" shall be "White Zanzibar" mini pebble. Contractor to obtain written approval on selected pebble color from the local Health Department prior to installation. Submit cut sheet, color sample and written approval for review by Architect and Owner."

2.03 WATER

- A. Water for swimming pool plaster shall be clean and free from injurious amounts of acid, alkali, and organics.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection:
1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation can properly commence.
 2. Verify that swimming pool plaster can be installed in accordance with the original design and all referenced standards, including proprietary application techniques and application training/certifications.
- B. Discrepancies:
1. In the event of discrepancy, immediately notify the Owner's Representative.
 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
 3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.

3.02 INSTALLATION OF POOL PLASTER

- A. Outdoor Pools or Spas:
1. Completion of other work: **DO NOT** commence plastering of swimming pool(s) or spa(s) until the following conditions have been met:
 - a. The Health Department and/or other governing agencies have approved the pool(s) and/or spas) for plaster.
 - b. All concrete pool deck construction is complete and the pool decks have been thoroughly cleaned.
 - c. All landscaping in areas adjacent to the pool(s) or spa(s) is complete and the landscape irrigation system is operable.
 - d. All painting in the pool area is complete.
 - e. All welding and grinding in locations adjacent to the pool area are complete.
 - f. The backwash sewer connection is complete.
 - g. Pool(s) and/or spa(s) area(s) perimeter fencing installation is complete.
 - h. All trash and debris have been removed from areas adjacent to the pool(s) or spa(s), particularly those areas that are normally upwind from the pool(s) or spa(s).
 - i. All dust raising construction and/or activities in areas adjacent to the pool(s) or spa(s) are complete or mitigated.
 - j. The circulation pump(s) is/are operational.
 - k. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system.
 - l. All necessary chemicals (Chlorine, pH adjuster, Sodium Bicarbonate and

Calcium Chloride or any other required chemicals) are on site and ready for use.

- m. Obtain written approval from the Owner's Representative and the Architect.

B. Indoor Pools or Spas:

- 1. Completion of Other Work: **DO NOT** commence plastering of swimming pool(s) or spa(s) until the following conditions have been met:
 - a. The Health Department has approved the pool(s) and/or spa(s) for plaster.
 - b. All work above the pool(s) and/or spa(s) is complete.
 - c. All painting in the pool area is complete.
 - d. All welding and grinding in locations adjacent to the pool area are complete.
 - e. The backwash sewer connection is complete.
 - f. All concrete pool deck construction is complete and the pool decks have been thoroughly cleaned.
 - g. The circulation pump(s) is/are operation.
 - h. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system.
 - i. All necessary chemicals (Chlorine, Acid, Sodium Bicarbonate and Calcium Chloride) are on site and ready to use.
 - j. Obtain written approval from the Owner's Representative and the Architect.

- C. Contractor accepts all liability from damage done to the pool plaster if the pool(s) or spa(s) is (are) plaster before the completion of the above listed items or without the written approval of the Owner's Representative and the Architect.

D. POOL PLASTER AUTHORIZATION FORM:

- 1. The pool(s) and or spa(s) at **Duarte Swim Center** is/are hereby approved for the installation of the pool plaster. Pursuant to the requirements of specification section 13155, paragraph 3.03.

Owner

Date

Architect / Project
Manager

Date

E. Preparation:

- 1. Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
- 2. Consult with manufacturer on application to specific surfaces being treated. Follow manufacturer's recommendation for curing of cast-in-place concrete or shotcrete surfaces prior to application of plaster.

3. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable covering or masking.
 4. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.
- F. Application:
1. Finish shall be applied to a uniform thickness of 3/8" to 1/2" over the entire surface. The walls shall be scratch-coated followed by a finish coat. Material applied to the floor after the walls have been applied shall be accelerated to assure uniform setting time throughout the pool surface.
 2. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
 3. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess plaster. Be certain to completely enclose pool fittings with plaster to insure a leak-proof seal around pipes, fittings, lights, anchors, etc.
 4. Accurately interface with the finish planes of items installed by other trades.
 5. Quartz-cement plaster is to be applied by a licensed applicator as approved by the manufacturer, and in accordance with manufacturer's training.

3.03 CURING

- A. Preparation: Anticipate the need for required equipment and have all such equipment immediately available for use upon completion of pool plastering.
- B. Pool Filling:
1. After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finished plaster surfaces.
 2. Flow the water continuously until the pool is filled.
 3. When the weather is hot and/or water pressure is low, keep the pool walls damp while the pool is filling.
 4. Coordinate with Contractor to ensure that the pool is continuously monitored while filling to prevent overflow.

3.04 EQUIPMENT ACTIVATION

- A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.
- B. For the first seven(7) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is carefully maintained after the initial seven day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial seven day period.

- C. Start-up and provide qualified personnel to operate pool equipment for a period not less than seven (7) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than seven (7) day period and at time of turnover to Owner, chemical storage tanks shall be full. (Owner's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy).

3.05 CLEAN-UP

- A. Upon completion of swimming pool plaster, remove all materials, equipment and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean-up to the approval of the Owner's Representative.

3.06 WARRANTY

- A. All applicators must provide a minimum of five (5) year warranty for application and workmanship additional to the manufacturer's warranty for product.

END OF SECTION

SECTION 13156

SWIMMING POOL EQUIPMENT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Swimming pool equipment items required for this Work as indicated on the Drawings and specified herein.

1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
 - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
 - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. All equipment supplied or work performed shall comply with regulations governing public swimming pools and spas as contained within Chapter 31 of California Building Code, latest edition.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with the requirements of Section 01330.
- B. Required submittals include:
 - 1. Swimming Pool Fittings as specified in Article 2.01 of this Section.
 - 2. Swimming Pool Deck Equipment as specified in Article 2.02 of this Section.
- C. Submit proof of qualifications as specified in Article 1.02.A of this Section.
- D. The equipment shown on the plans represent the first listed items in the technical specifications. The Contractor shall be responsible for all required field coordination and installation of any approved equal product to provide a fully working and warranted system. The Contractor shall submit detailed shop drawings for any products used other than the first listed specified items. Contractor provided shop drawings shall include details and quality equal to the original plans and construction documents. The Contractor shall provide any and all required engineering including but not limited to structural and anchorage requirements for any proposed equipment other than the first listed specified equipment. The Contractor is responsible to provide a factory certified representative(s) to start-up and provide on-site training for all swimming pool

mechanical equipment provided.

1.04 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect swimming pool equipment items before, during and after installation and to protect the installed work specified in other Sections.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

PART 2 – PRODUCTS

2.01 FITTINGS

- A. New Main Drain Frame & Grate (18" x 18"). Lawson Aquatics #MLD-SG-1818, VGBA compliant, Two (2) required. Hayward 1-1/2" collector tubes #SP1056 and Hayward 1-1/2" hydrostatic relief valves #SP1055, or approved equal, two (2) required, one per main drain sump. **Contractor shall provide to the Owner a Certificate of Compliance, signed by a licensed design professional, for main drain sump(s) and frame(s) and grate(s), as required by the Virginia Graeme Baker Act.**
- B. New Main Drain Frame & Grate (9" x 9"). Lawson Aquatics #MLD-SG-0909, VGBA compliant, Two (2) required. Hayward 1-1/2" collector tubes #SP1056 and Hayward 1-1/2" hydrostatic relief valves #SP1055, or approved equal, two (2) required, one per main drain sump. **Contractor shall provide to the Owner a Certificate of Compliance, signed by a licensed design professional, for main drain sump(s) and frame(s) and grate(s), as required by the Virginia Graeme Baker Act.**
- C. Wall Return Inlet 1-1/2" Adjustable: 'StaRite' #8429-0000, United Industries, or approved equal. Thirty-two (32) required. Replace any damaged parts on existing or complete if required.
- D. New Swimming Pool Underwater Lights: Pentair #600112 Intellibrite white LED with stainless steel face rings, 70 watt LED and LWC. Existing stainless steel niches, Pentair #78210600 with 1" hubs, or approved equal. Fourteen (14) required.
- E. Existing Junction Box for Underwater Lights to remain, complete with strain reliefs. Replace any damaged.

2.02 DECK EQUIPMENT

- A. 16' Diving Board: Duraflex International Corp. 'Maxiflex' #66-231-330, no known equal. Furnish complete with jury rip poles. Two (2) required.
- B. Rope Anchors: Commercial Cup Anchor with insert. 'Spectrum' #58316 custom stainless steel, no known equal. Replace any damaged or missing. Minimum two (2) required at 4'-6" depth.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection:
 - 1. Prior to installing the items of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
 - 2. Verify that the swimming pool equipment items may be installed in strict accordance with original design, pertinent codes and regulations, and the manufacturers' recommendations.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Owner's Representative.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies are fully resolved.
 - 3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Installer of existing conditions as fit and proper to receive its Work.

3.02 INSTALLATION

- A. Supply and install items of swimming pool equipment in strict accordance with applicable codes and regulations, the original design, and the manufacturer's published recommendations, anchoring firmly and securely for long life under hard use.
- B. Coordinate with other trades to insure all imbedded items are set plumb and flush. Railing ends must have anchor sockets and escutcheon plates. Be certain that deck equipment and railings are properly bonded prior to imbedding.
- C. All equipment shall be braced and/or anchored to resist a horizontal force acting in any direction using the criteria shown on the Drawings.

3.03 INSTRUCTION

- A. The Contractor shall provide a factory certified representative(s) to start-up and certify proper installation, operation and full warranty status of all swimming pool mechanical equipment. The Contractor shall provide not less than two 8-hour days of on-site training for facility staff in the operation and maintenance of the swimming pool mechanical equipment and systems. The two 8-hour days shall be separated by a minimum of seven calendar days and be completed within the 14-day start-up period.

3.04 EQUIPMENT ACTIVATION

- A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.
- B. For the first seven (7) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure

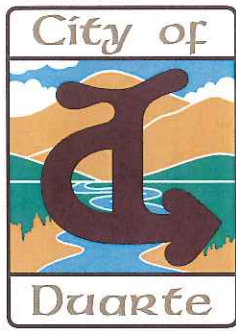
that the plaster is carefully maintained after the initial seven day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial fourteen day period.

- C. Start-up and provide qualified personnel to operate pool equipment for a period not less than seven (7) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than seven (7) day period and at time of turnover to Owner, chemical storage tanks shall be full. (Owner's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy).

3.05 CLEAN-UP

- A. Upon completion of swimming pool equipment, remove all debris, materials and equipment occasioned by this Work to the approval of the Owner's Representative.

END OF SECTION



City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.accessduarte.com

To: Darrell George; City Manager

From: Brian Villalobos; Director of Public Safety

Subject: Citywide Street Sweeping Program

Date: November 4, 2015

On October 27, 2015, a workshop was held prior to the regularly scheduled Council meeting. The purpose of the workshop was for staff to present a citywide street sweeping program to Council for their discussion and direction. Council directed staff to bring back a business item regarding citywide street sweeping at the November 10 Council meeting for further discussion and public input.

Staff will present an overview of the street sweeping program to Council along with recommendations based on input from Council at the workshop that was held. Staff is seeking direction from Council as it relates to enacting a citywide street sweeping ordinance or resolution.

City of Duarte

Citywide Street Sweeping Program
11/10/2015



Goal

Educate and gather direction from City Council as to the various options of a street sweeping ordinance.



Current Situation

- Residents are requesting action
- Street sweeper only cleans the center of the street due to parked cars
- Residents are not receiving the full benefit from their street sweeping fee
- Too many cars on the street
- Public Safety and Traffic Safety Commission, unanimously recommend a Street Sweeping Ordinance (extensive public outreach was conducted)



Duarte Street Sweeping

Effective April 4, 2011

Legend

Street Sweeping Day

Residential

1 Monday

2 Wednesday

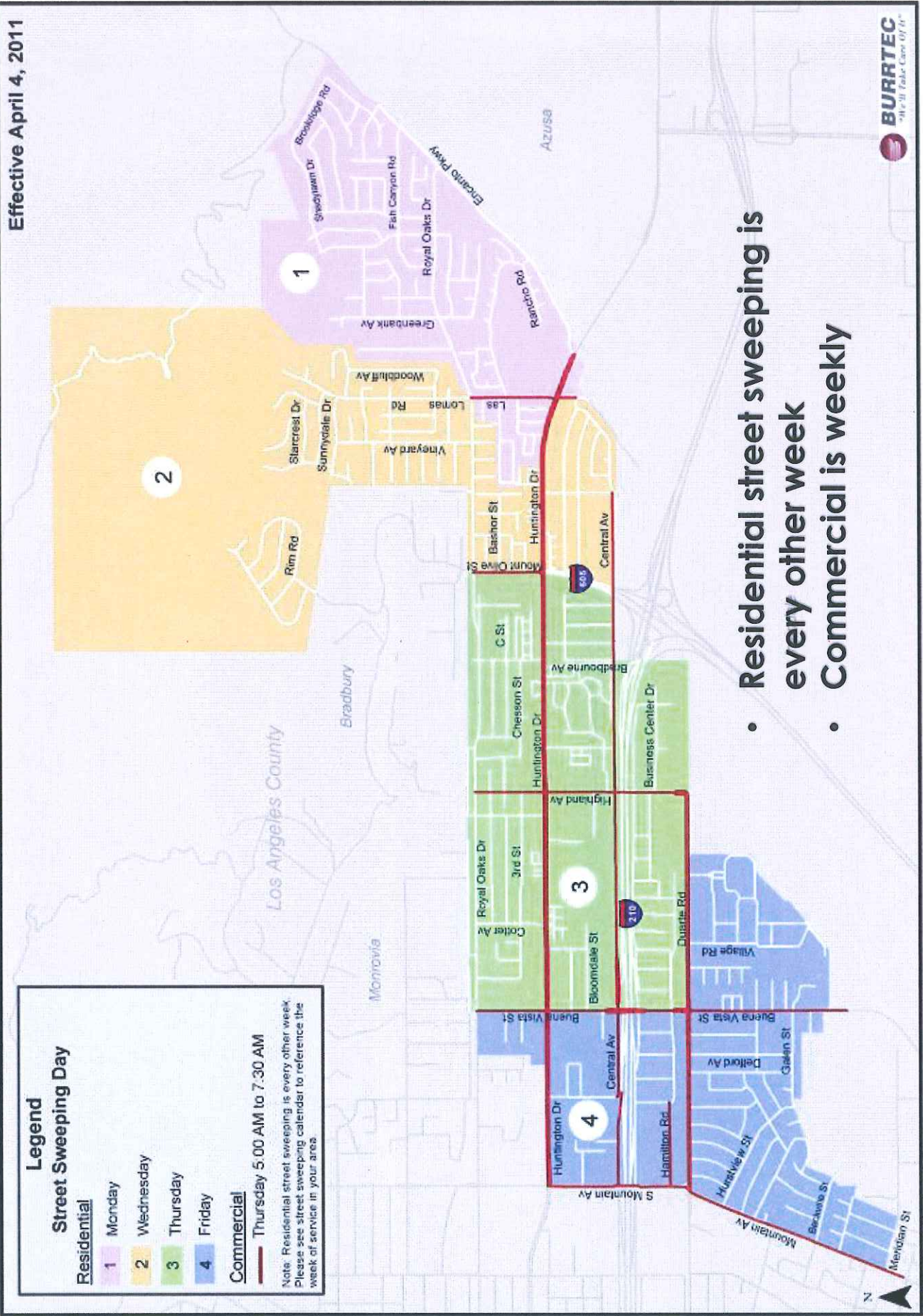
3 Thursday

4 Friday

Commercial

Thursdays 5:00 AM to 7:30 AM

Note: Residential street sweeping is every other week. Please see street sweeping calendar to reference the week of service in your area.



Cost to Install Signs

- Signs need to be posted at approximately 150' intervals on both sides of the street to comply with City ordinance and California Vehicle Code signage requirements (equates to roughly a sign every 3-4 houses)
- Based on preliminary street lineal footage, a total of 3,500 new signs are required citywide
- The approximate cost for materials is \$350,000, plus labor (Based upon results of RFP)



Program Cost

- Annual operating and maintenance costs is approximately \$13,000- \$18,000, for damage and replacement of signs
- Additional enforcement staff and enforcement vehicle



Pros & Cons

Pros

- Helps remove debris from the streets and gutters before it can enter the storm drain system
- Helps comply with NPDES regulations
- Helps keep streets clear of abandoned vehicles or vehicles routinely parked in excess of 72 hours
- Residents receive a more complete street sweeping service

Cons

- Residents will have to conduct a vehicle shuffle to remove vehicles from the street
- Overall cost to adequately post signs throughout the City
- Sign pollution
- Citations will be issued



Windshield Survey Intent

- Law of averages
- Establish whether or not the average household can accommodate the average amount of cars parked on the street surveyed

Windshield Survey Background

- 43 streets surveyed
- Survey conducted between January 2015 to March 2015
- Monday thru Friday between the hours of 3 AM – 6 AM (overnight) and 7 AM – 2 PM (day).

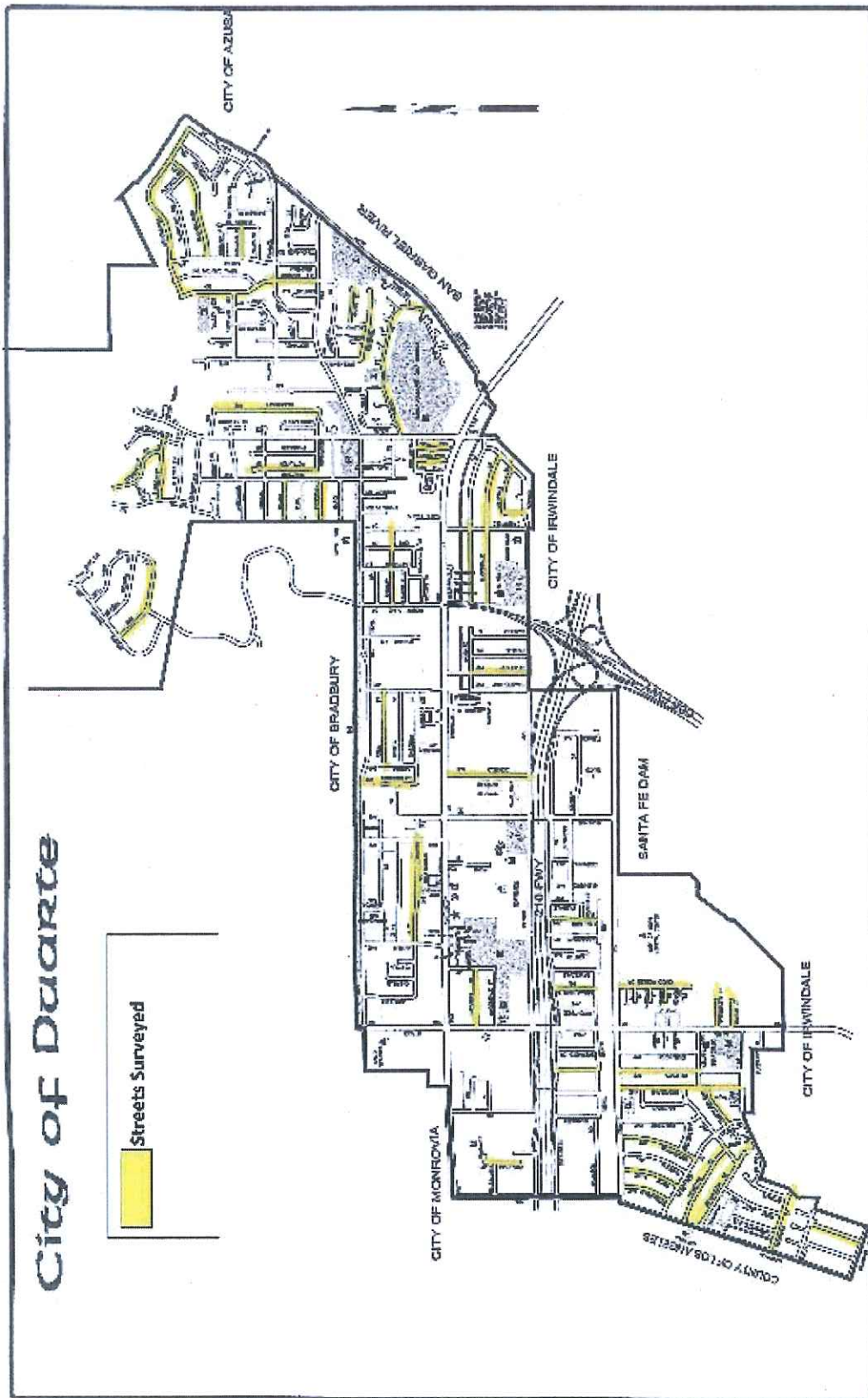


Windshield Survey objectives

- Count the number of vehicles parked on private property during segments of overnight and day time hours.
- Count the number of plain view private parking spaces (the number of parking spaces a house can accommodate).

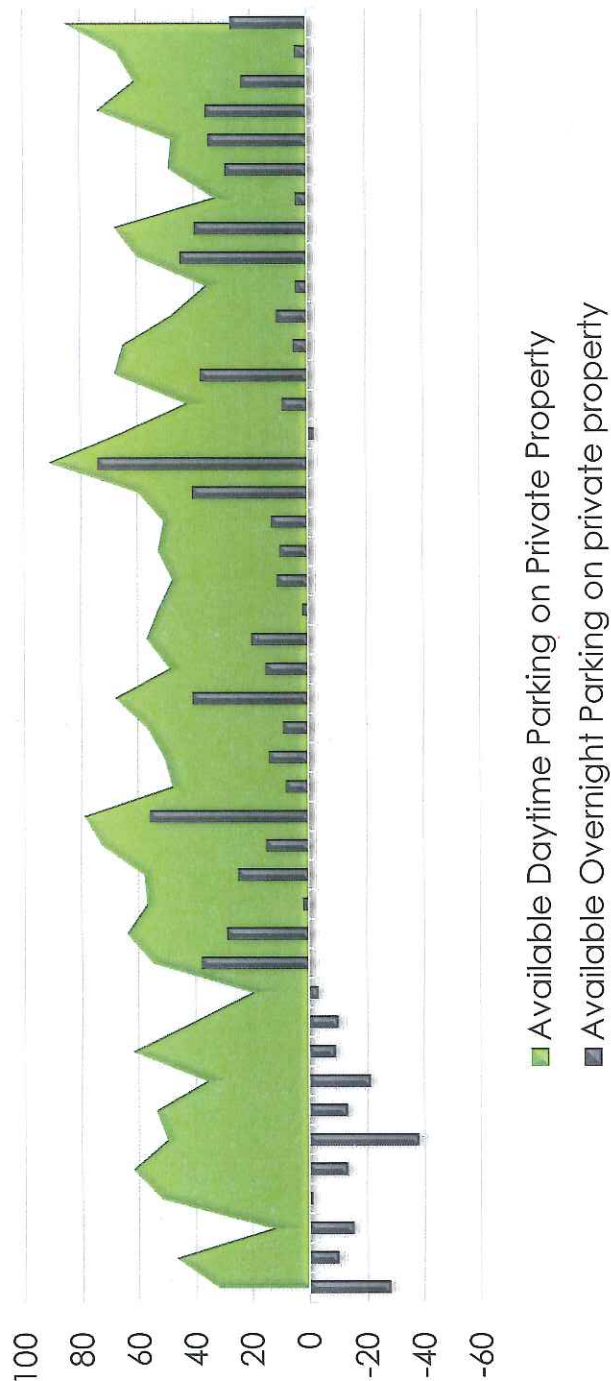
City of Duarte

Streets Surveyed



Available parking on private property (combined street & private cars counted)

Windshield Survey %



Windshield survey conclusion

- Survey showed vehicles were removed from overnight to day, making more spaces available during street sweeping hours
- 100% of the streets surveyed have adequate private parking to accommodate vehicles being removed from the street
- If all cars were removed from street and parked on private property, there would still be 54.82% of private parking spaces available

Options for implantation

- Leave Street Sweeping as is
- Develop Street Sweeping Resolution that will allow residents to petition for Street Sweeping Restrictions
- Initiate pilot program- Commercial Area
- Initiate Citywide Street Sweeping Program
 - Both sides of the street, every week
 - Both sides of streets, every other week (exception of commercial area)
 - One side of the street one day, the other side the next (exception of cul-de-sac)
 - Create a program to inform the public of Street Sweeping Restrictions. (I.E. grace period, information dissemination, public outreach)

Who Pays for Signs

- Option 1:
 - City would absorb cost and obtain RFP for installation
- Option 2:
 - Cost of signs can be passed on to Burrtec customers and amortized over the fiscal year
 - Approximate cost per Burrtec customer is \$20.18 a quarter for four quarters (4,569 Residential, plus 385 Commercial/Multi-family)



Council Direction & Next Steps

- Provide staff direction on preferred street sweeping option