



**REQUEST FOR PROPOSALS
CALL TO LICENSED
PROFESSIONAL ENGINEERS &
ARCHITECTS**

**ENGINEERING & ARCHITECTURAL DETAIL DESIGN AND
CONSULTANT SERVICES FOR THE URHO SAARI SWIM STADIUM
RFP No. 21-02**

Location: 219 W. Mariposa Ave. El Segundo, CA 90245

The estimated construction cost for these proposed improvements: Up to \$8.5M.

City of El Segundo, Public Works Department

October 20, 2021

Dear Sir/Madam,

The City of El Segundo invites qualified Engineering and Architectural consulting firms to submit a sealed proposal to provide engineering and architectural detailed design and consultant services related to the renovation and improvements of the Urho Saari Swim Stadium (The Plunge) located at 219 W. Mariposa Avenue, El Segundo, CA 90245, based on the schematic and conceptual design which was presented to City Council in June 2021.

Five (5) hard copies and one (1) electronic copy of the sealed proposal must be received by the City Clerk by:

11:00 a.m. PST, January 5, 2022

City of El Segundo
City Clerk's Office
350 Main Street
El Segundo, CA 90245

Late proposals will not be accepted.

Interested parties may obtain a copy of this RFP by accessing the City of El Segundo website:

<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

Section 1: Introduction and Project Description

The City of El Segundo is seeking the services of an engineering or architectural consultant firm which specializes in Aquatic design, to provide detailed engineering and architectural design of the renovation of the Urho Saari Swim Stadium, based on the schematic and conceptual design presented to City Council in June 2021. The estimated construction cost of the proposed improvement is up to \$8.5M. The selected firm will report to the Ms. Cheryl Ebert, P.E., Project Manager. Any questions regarding this RFP may be emailed to cebert@elsegundo.org no later than December 14, 2021.

The scope of professional services to be provided shall include the completion of the tasks described herein, as well as other elements or modifications which may be agreed upon through the request for proposal process. All services shall be provided in accordance with the City's standard Professional Services Agreement which is provided as Attachment D.

Mandatory Site Visit

219 W. Mariposa Ave. El Segundo, CA 90245

December 6, 2021 at 10:00am

Note: Please check Public Works website under Bids/RFP section for up to date information.

Background and History

The Urho Saari Swim Stadium is named after a highly regarded swim coach who came to the area in 1941. Urho Saari coached Olympic water polo and swim teams. He quickly became an athletic aquatic legend in the South Bay region. The Urho Saari Swim Stadium is a beloved jewel to the residents of El Segundo. Originally built in 1940 as a federal government Work Progress Administration (WPA) project, the larger pool has 8 lanes and is 25 yards long. There is also a separate junior pool. Both pools operate on the same filtration system and all pool systems (filtration, chlorination, and mechanical) are in need of an upgrade.

Prior to COVID-19, the pool was programmed year-round, Monday- Friday 7a.m.-9pm, Saturday 6am-3:30pm and Sunday, 8am-12pm. The shallow end of the large pool is 4-feet and the deepest end of the pool is 12-feet. In the past, swim teams and water polo teams used the pool for practices, scrimmages, and meets. The City allows for private water polo teams to rent the space for practice and private contractors to rent the pool for parent and me classes. City programming includes recreation swim, lap swim, fitness classes, and swim lessons. The City has another outdoor year round facility (El Segundo Wiseburn Aquatic Center) and one small outdoor seasonal facility (Hilltop Pool). Although a closure for renovations will impact programming, some displaced programming can be accommodated at the larger aquatic facility. See Attachment A for the Plunge Vicinity Map and Location Map.

Conceptual Design Concept, June 2021

Partnering with Mithun, Inc., an Architectural firm, the City previously hosted a community survey, one virtual community meeting, and three meetings with stakeholders and Recreation and Parks Commission members to assist in guiding the renovation design process for the Urho Saari Swim Stadium. The purpose of the community engagement sessions was to hear from residents who use the Plunge facility

as to which amenities they would like to be included or enhanced and identify programming priorities for the facility. Most of the community feedback focused on the entryway, changing rooms, bathrooms, American with Disabilities Act (ADA) compliance, and lighting. After examining the responses, the architects were able to produce a preliminary design concept which is inclusive of Mithun's needs assessment along with community and stakeholder input.

A copy of the schematic/conceptual design is included as Attachment B. The findings from the Needs Assessment are also included as Attachment C. The team which was led by Mithun, Inc. consisted of the following:

Architectural Firm:

Mithun, Los Angeles
5837 Adams Boulevard
Culver City, CA 90232

Consultants

Aquatic Design Consultant – Aquatic Design Group
MEP Engineering/Sustainability – Integral
Structural Engineering – Englekirk
Acoustics – McKay Canon
Lighting – Horton Lees Brogden

Section 2: Scope of Services

The selected consultant shall provide detailed engineering and architectural design for the Urho Saari Swim Stadium, based on schematic/conceptual design prepared by Mithun and presented to the City Council in June 2021. The selected consultant must include the following professional services in their scope of work:

- Preliminary design / environmental & entitlements support, environmental reports
- Hazardous building materials removal and disposal determination (hazmat)
- Geotechnical investigation, soils report, geotechnical report
- Seismic Analysis
- Site Survey and Survey Report
- Demolition phasing and contract documents
- Development of complete specifications
- Architectural Design, including but not limited to design of locker room, restrooms, lobby area and support spaces, bleachers and terrace levels, and storage spaces.
- Mechanical/Electrical/Plumbing Design – building systems, including ventilation
- Aquatics Design, including Mechanical/Electrical/Plumbing Design for pool systems and consolidation of pumps, filters, and pool equipment into one pump room.
- Reconfiguration of pools, gutters, and accessibility to meet health code and aquatics programming requirements.
- Civil Engineering
- Wet and dry utilities design

- Fire Protection (Fire Sprinkler system for the entire building/Fire protection of existing trusses, and fire alarm).
- Lighting
- Low Voltage Security
- Code Compliance and Accessibility (ADA) Compliance
- Audio Visual
- Acoustics
- Mosaic Art Design for entrance – coordination with Arts & Culture Committee will be required.
- Owner-Purchased, Contractor-Installed (OPCI) recommendations for pool equipment and furniture. Coordination with City Aquatics Supervisor will be required.
- Cost estimating and scheduling.

Final Deliverables

The final deliverable will consist of detailed engineering and architectural design for the proposed renovation along with entire package of specifications, special provisions, and construction contract documents. The documents must be sealed and signed by either a licensed engineer or architect who is registered to practice in the State of California and must include the necessary reports and detailed drawings.

Section 3: Administration and Management

The selected consultant firm will provide a detailed plan for project management, communication/ coordination, and quality control to ensure successful and timely completion of the detailed plans and contract documents. The selected consultant firm must submit progress reports with each monthly invoice. It is important that the selected consultant firm strictly adhere to the schedule for the project and ensure timely completion. The work will commence upon the issuance of a Notice to Proceed with final design anticipated to be completed by March 2023.

The selected consultant shall attend designated El Segundo Recreation and Parks Commission (including sub- committees), El Segundo City Council and/or other public meetings through all phases of this project until final completion. For the purpose of this proposal, please include adequate number of meetings with City staff and with stakeholder’s needed to complete the project.

Section 4: Proposal

The proposal, at a minimum, should include the following information:

- A. Cover Letter including the name of the main contact and their contact information including name, title, address, phone number and email address. Engineering or architectural firm should also indicate their willingness and ability to complete the detailed Design Development and Construction Document for the project.

- B. Project Proposal including consultant's understanding of the project and a description of how the consultant will approach the project with specific milestones and deliverables as outlined in this RFP. Any issues and challenges that may be encountered must be provided in this section.
- C. Qualifications demonstrating firm's expertise in successfully managing projects of this size and type as described, including work for municipal agencies. References must be included.
- D. Personnel and Project Management including a list of key project staff and their qualifications, including sub-consultants, if any, to be retained by the consultant. Include an organization chart of the proposed project team including hourly rates. Include a statement committing the Project Manager and Lead designer to the entire project from start-up to completion, noting workload and availability.
- E. Scope of Services to be provided with a breakdown of specific tasks.
- F. Fee Proposal for Services including a fee breakdown by task. The fee shall be a not-to-exceed amount, including the estimated "other direct costs" such as mileage and reproduction. The Fee Proposal shall include raw and loaded rates, noting overhead and profit percentages, and must be submitted with the proposal in a separate sealed envelope.
- G. Proposed Schedule to provide the consultant services starting from the date of receipt of a Notice to Proceed from the City. The schedule should allow for review time for impacted agencies/parties.
- H. Statement of Acceptance that consultant is agreeable to execute the enclosed Professional Services Agreement, to provide proof of insurance as noted in the agreement and to obtain and maintain a City Business License for the duration of the consultant services. See Attachment D for a sample of the City's Professional Services Agreement.

Section 5: Selection Process

City staff will recommend a consultant to be approved by City Council. City staff's recommendation will be based on content within the submittals with an emphasis on consultant's qualifications, project understanding, professional experience, community engagement plan, project deliverables, and ability to meet all aspects of the scope of work. City staff will also evaluate based on results of reference checks, project schedule, and proposal fee and rate schedule.

The City reserves the right to select any consultant to complete the engineering and architectural detailed design described in this RFP and may elect to hold in-person interviews for final selection.

City staff will make a recommendation to the City Council regarding the award of a contract based upon staff's evaluation. The City reserves the right to reject any or all proposals, in whole or part, to waive any informality or irregularity in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.

All RFPs will be evaluated based on the following criteria:

- Responsiveness and completeness of the RFQ (10%).
- Consultant team qualifications and overall experience (30%).
- Issues and challenges (20%).
- Understanding and approach (30%).
- Reference checks (10%).

Section 6: Insurance Requirements

Type of Insurance	Limits
Commercial general liability	\$2,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers Compensation	Statutory requirement

Refer to attached Professional Service Agreement template (Attachment D) for complete details.

Section 7: Title VI

The City of El Segundo seeks to ensure equity in access to its programs, activities, and services so that every citizen has the greatest opportunity to achieve and obtain the foundations necessary for self-sufficiency and success. All departments and agencies are committed to ensuring that no person is subjected to discrimination, excluded from participation in or denied the benefits of its services on the basis of race, color, national origin, sex, age, creed, disability or English language proficiency, as provided by the Title VI of the Civil Rights Act of 1964, 49 CFR part 21 and all related regulations and directives.

Section 8: Additional Information

The successful consultant will be selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any consultant.

Proposals will remain effective for sixty (60) days beyond the submittal deadline. All documents, drawings, and findings that are associated with this project will be the property of the City of El Segundo.

To be considered, proposers must submit:

- One (1) electronic copy of their proposal, in a PDF file, to allcityclerks@elsegundo.org. The subject title needs to read **“RFP#21-02 Professional Engineering and Architectural Design Consulting Services for Urho Saari Swim Stadium Improvement Project”**. The person submitting the RFP must include in their email, person’s full name, title, company name and phone number. Once the City Clerk’s office receives the electronic copy of the RFP, staff will reply to the email

acknowledging receipt of the electronic RFP. Proposals received after the schedule submittal deadline will not be accepted.

AND

- **Five (5) hard copies** in a sealed envelope with the name and address of the company submitting the proposal and it should be clearly marked with the words **“Request for Proposal (RFP#21-02)”** and the title **“Professional Engineering and Architectural Design Consulting Services for Urho Saari Swim Stadium Improvement Project”**

NO LATER THAN:

11:00A.M. PST on January 5, 2022 to:

**Office of the City Clerk City of El Segundo
350 Main Street
El Segundo, CA 90245-3813**

All submittals received after the scheduled submittal deadline will not be accepted and may be returned unopened at Proposer’s expense.

If you need additional information, please contact Cheryl Ebert at 310-524-2321 or cebert@elsegundo.org

Sincerely,

Elias Sassoon
Director Public Works Department

RFP Schedule

The City reserves the right to make changes to the below schedule but plans to adhere to the implementation of this proposal process as follows:

<i>Project Schedule</i>	
October 20, 2021	RFP Release Date
December 6, 2021, 10:00am	Site Walk-Through – Mandatory – at Urho Saari Swim Stadium
December 14, 2021, 5pm	Deadline to Submit Questions
December 17, 2021, 5pm	Answer to Questions
January 5, 2022, 11:00am PST	Proposals Due
Jan. 5, 2022 – Jan. 14, 2022	City Review of Proposals
Week of January 17, 2022	Interviews of Qualified Consultants
January 21, 2022	Selection of Consultant
February 15, 2022	City Council to Award Final Design to Consultant
March 2022	Commence Project

Attachments

Attachment A Vicinity and Location Maps (Urho Saari Swim Stadium, El Segundo Wiseburn Aquatics Center, and Hilltop)

Attachment B Conceptual Design, June 2021, prepared by Mithun, Inc.

Attachment C Needs Assessment Report, prepared by Mithun, Inc.

Attachment D City of El Segundo, Professional Services Agreement (PSA)

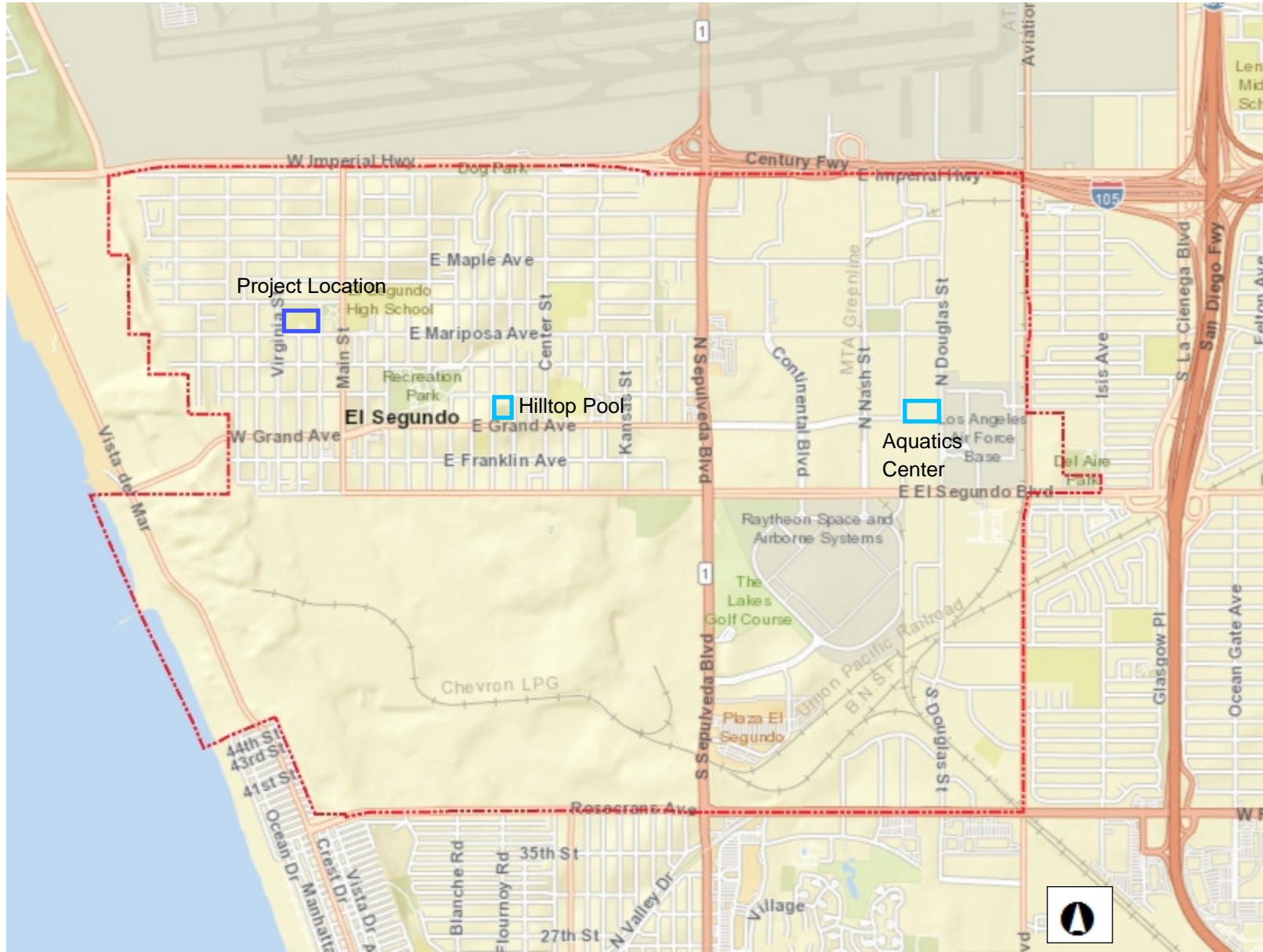
As-built drawings available electronically upon request.

ATTACHMENT A



Vicinity Map

Urho Saari "Plunge" Swim Stadium



6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible for any claims, losses or damages resulting from the use of this map.



Location Map Urho Saari "Plunge" Swim Stadium



376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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ATTACHMENT B

Urho Saari Swim Stadium Renovation —



Agenda—

- **Introduction**
- **Needs Assessment**
- **Programming**
- **Concept Design**



URHO SAARI SWIM STADIUM

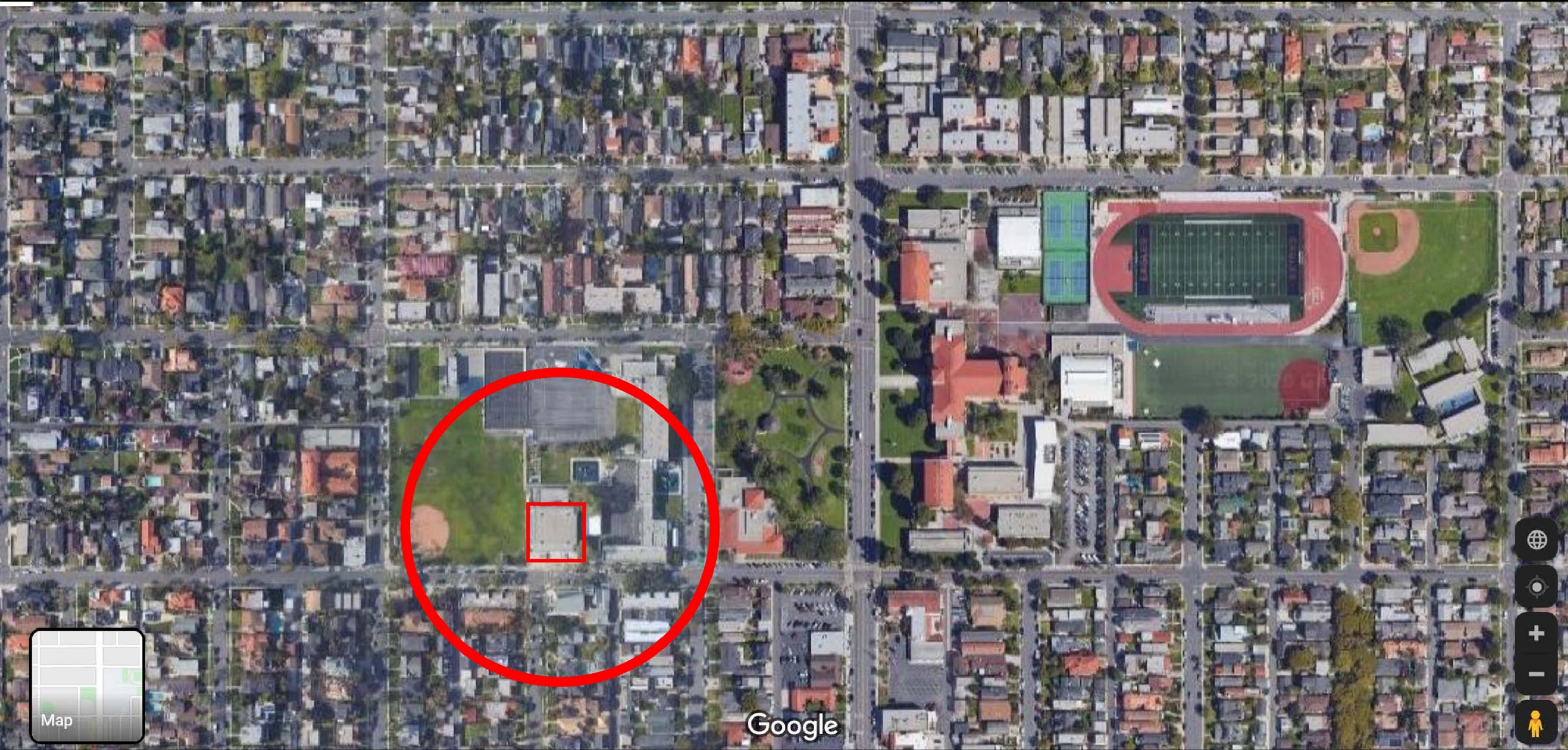
219



The El Segundo Aquatics Department is looking for exceptional individuals to fill vacancies. Opportunities are available. PLEASE CALL (310) 546-2738

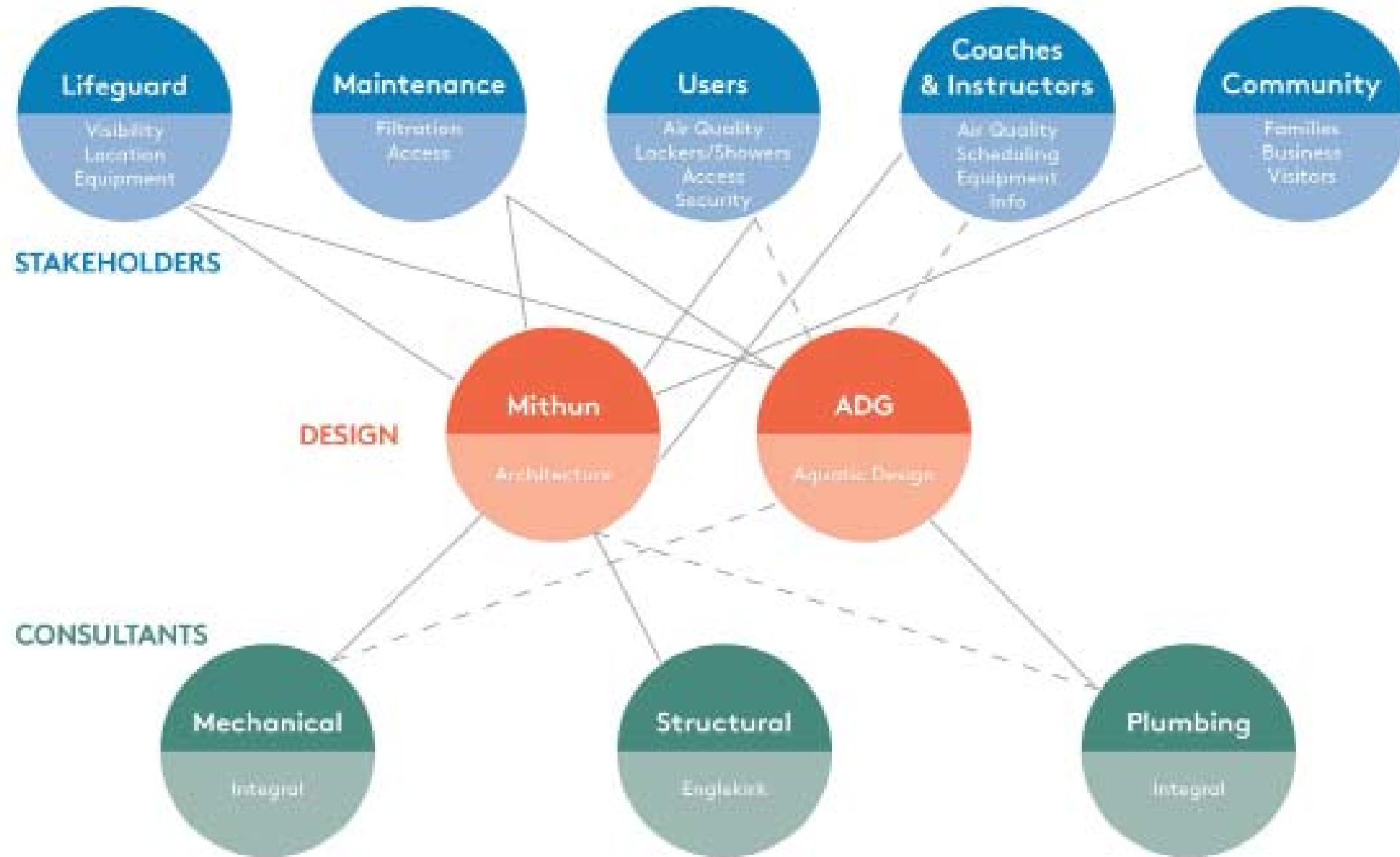


URHO SAARI SWIM STADIUM

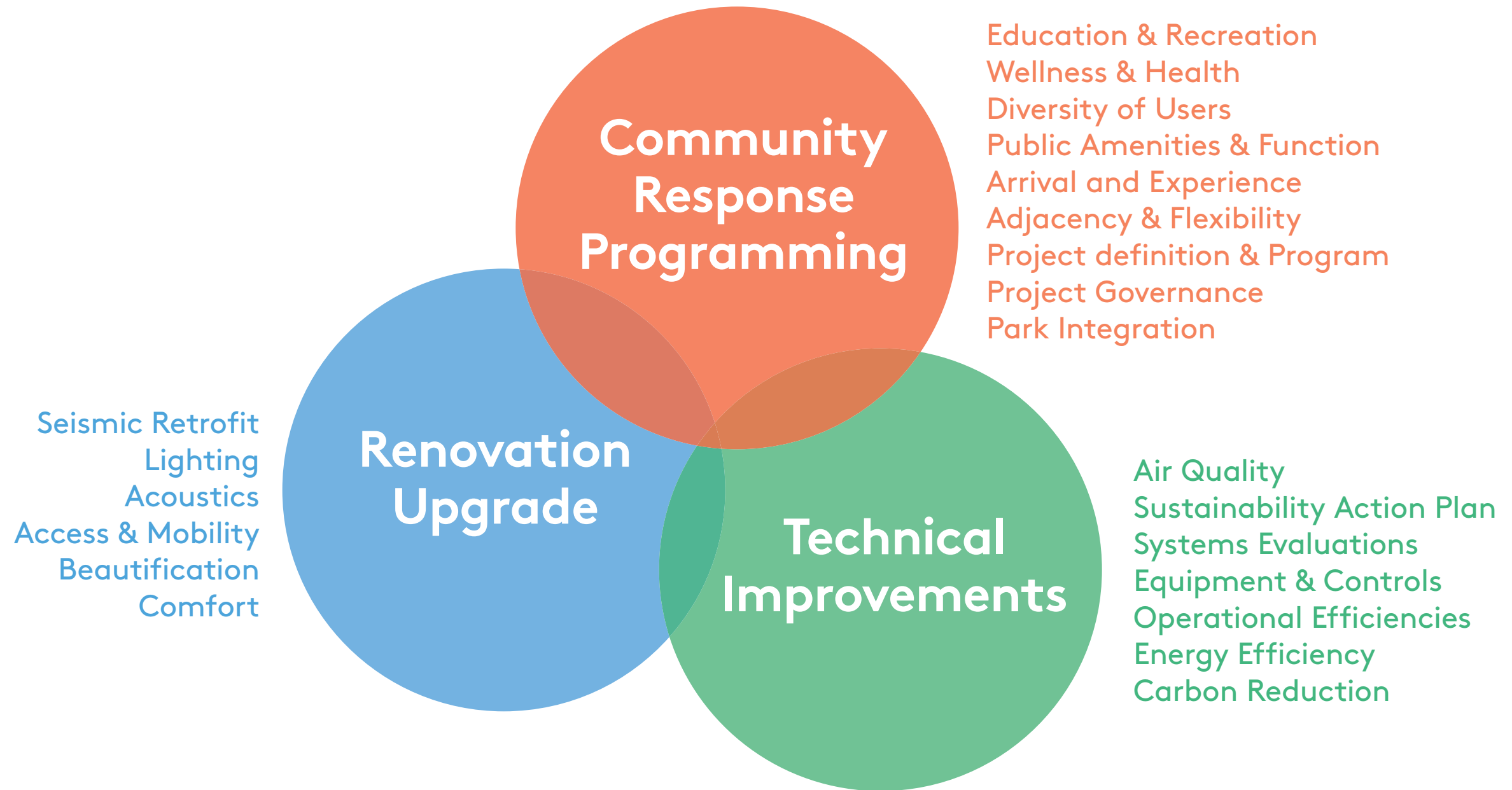


Google





Priority Equilibrium



Project Overview

Feasibility Study and Needs Assessment

Concept Design

- Public Presentation at Parks & Rec. Commission meeting
- Presentation to City Council

Needs Assessment—

- Facility Analysis
- Staff Interviews
- Community Survey

Site Analysis



There are numerous code compliance issues throughout the building that will take top priority and will affect the overall renovation effort.

- ADA accessible bathroom and shower fixtures
- ADA accessible lockers and changing area
- Slope requirements, aisle width and barrier free access to restrooms, shower and changing areas
- Barrier free access to pool
- Access to bleachers and seating areas
- Accessible exit locations
- Code signage and wayfinding



Site Analysis



Pool & Deck:

- Curb and gutter configuration reduces filtration capacity and prevent ease of access to pool
- No permanent access stair to pools

Mechanical Systems:

- Current pool mechanical system does not meet code requirements for water circulation
- Separate filtration systems required for small and large pool
- Water temperature control is inconsistent due to single heating system for both pools
- Dated filtration tanks occupy a large footprint within the building.
- Separate chemical storage required



Staff Interviews



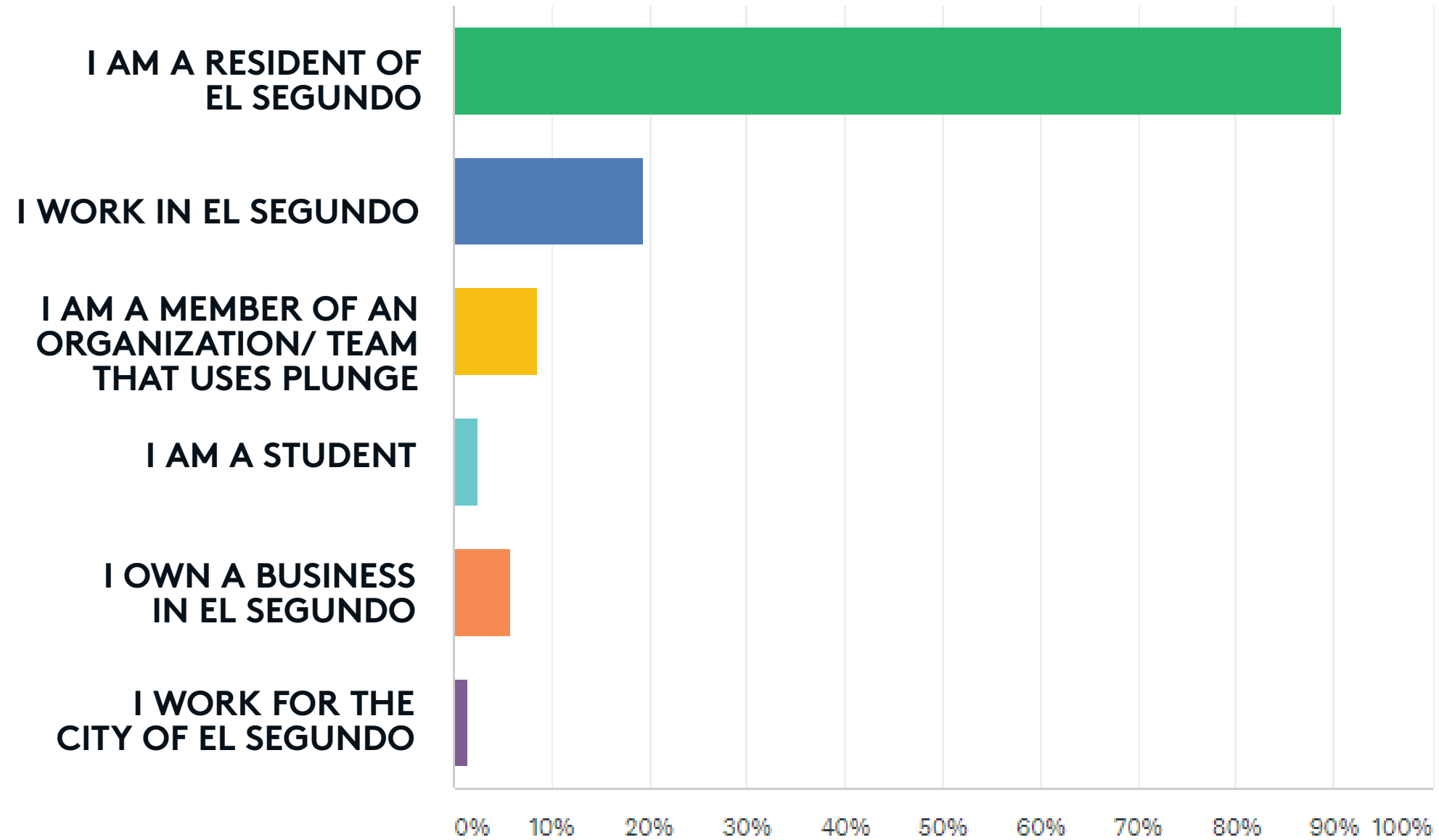
- Preserve building as cherished landmark
- More special events & programming
- The Plunge: Neighborhood recreation
“ Fun, Community vibe”



- Separate heating & filtration for each pool
- Thermal comfort on deck and in offices
- Clear clutter from pool deck by consolidating storage facilities

Over 900 Survey Responses

* Multiple options selected



903 Survey Responses



"It is very important and special that we have such a great historical indoor pool for residences, We appreciate that you will make up and keep this pool. It is far away to go to Wiseburn's new outdoor pool , please keep this pool alive! We love it! Thanks"



" I am a 74 year old codger, that got to E S in 1950, with my Dad (a Standard Oil Chemical Research Engineer. I first got to play in the little pool a week after we got here. I was in Water Polo and Swimming teams in High School, and loved every second of it. (6 am- 8-8:30 am. M=F) and then in pm, about 2pm-4 or 5pm..All our friends spent zillion hours in the Plunge. Please keep it historically correct, so following generations can appreciate the architecture and history"



"I am a former resident of El Segundo and have wonderful memories of times spent at the Plunge -- (being a polywog and tadpole) during the summers and the once a week one on the bus to the pool during school. When I return to El Segundo for a visit, I never fail to stop by the Plunge as the smell brings back such fond memories. So happy it is being maintained and improved!"

Enhancements to the Facility

Swimmers



- Modernize locker room facilities with improved lighting, thermal control, and privacy
- New gutters in the pool for faster water and improved circulation
- Consistent, warmer pool temperature
- Improve the air quality and thermal comfort on the pool deck and in the locker rooms
- Reduce glare on pool water and improve natural lighting
- Improve access to swimming pool from deck: slip-resistant flooring, eliminate curbs, and additional ladders



Enhancements to the Facility

Spectators and Parents



- Improved seating options closer to small pool
- Better ventilation and natural light
- Family restrooms
- Improved access to seating areas
- Amenities such as wifi, charging stations, and sound system
- Easier check-in process



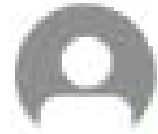
New Programs at the Facility



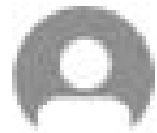
- Expand programs for kids and seniors
- Swim Lessons for all skill levels
- Reserve lanes for Lap swimming at all times
- Expand diving program
- Water Aerobics and Walk-in-Water



Importance of Preserving the Historical Significance of The Plunge



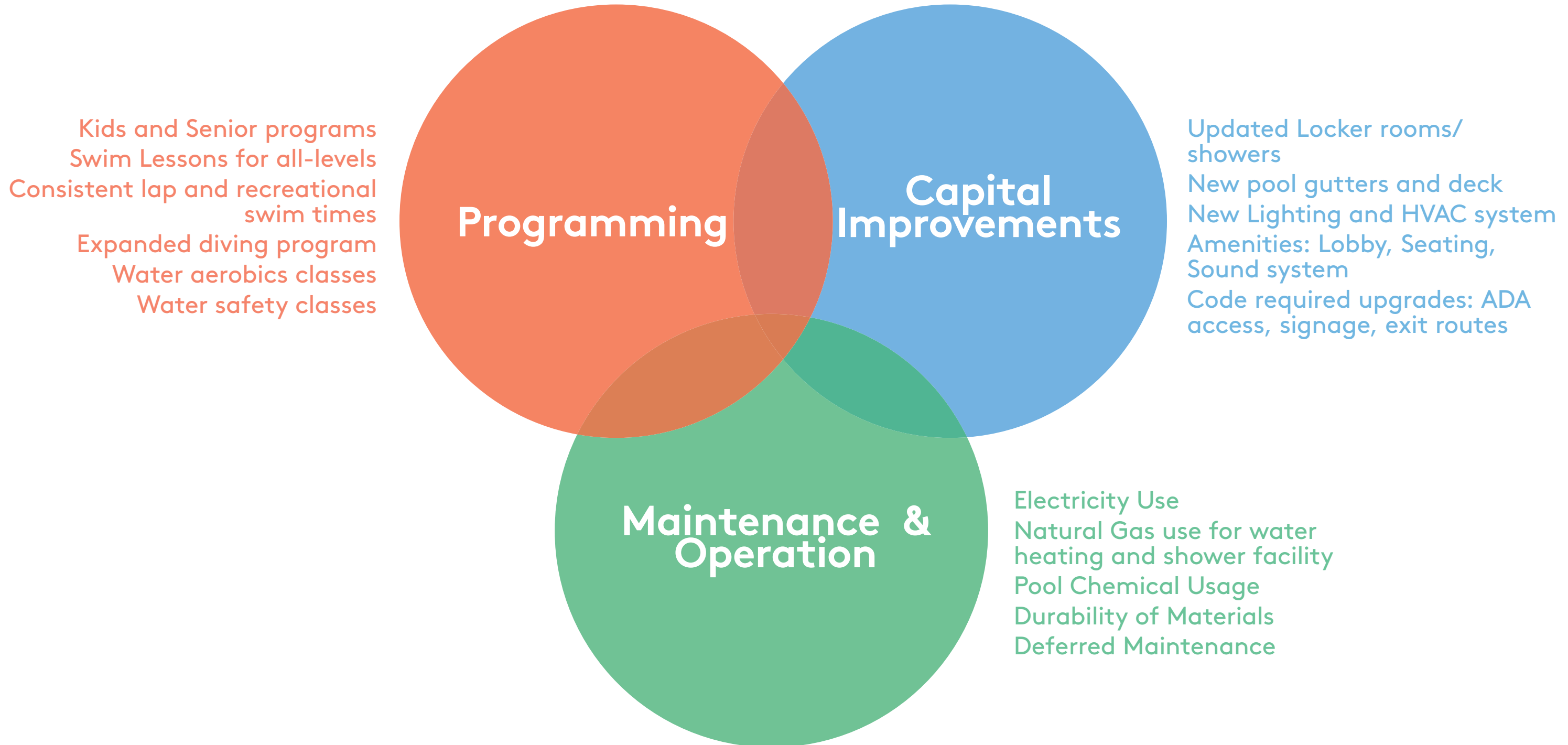
“Please keep it historically correct, so following generations can appreciate the architecture and history”



“The history/restoration is very important to me. I love the “old” vibe of the place. Really it just needs a bit of a face lift/paint to retain the “El Segundo” history and feel.

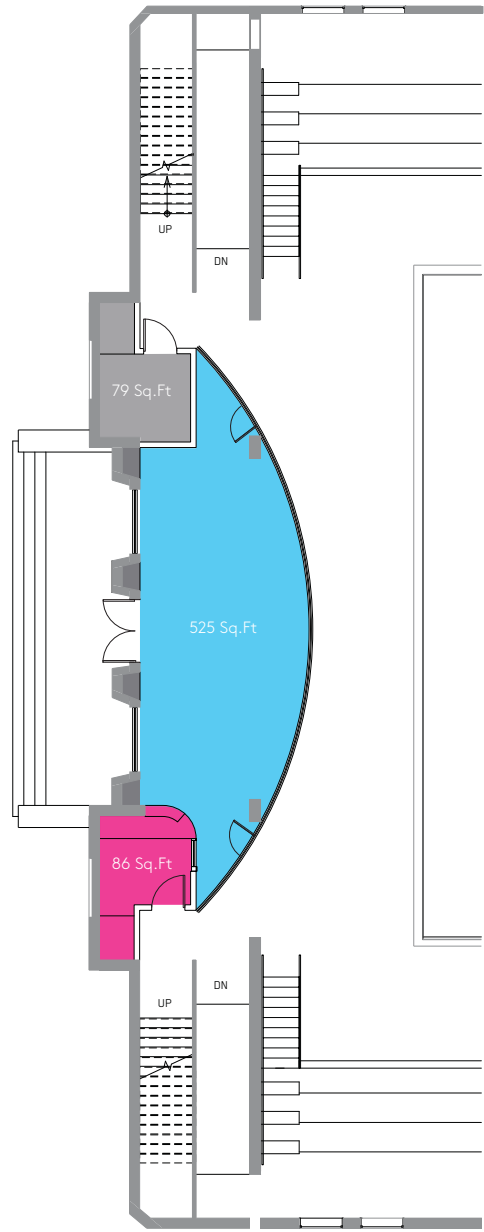


Areas of Focus

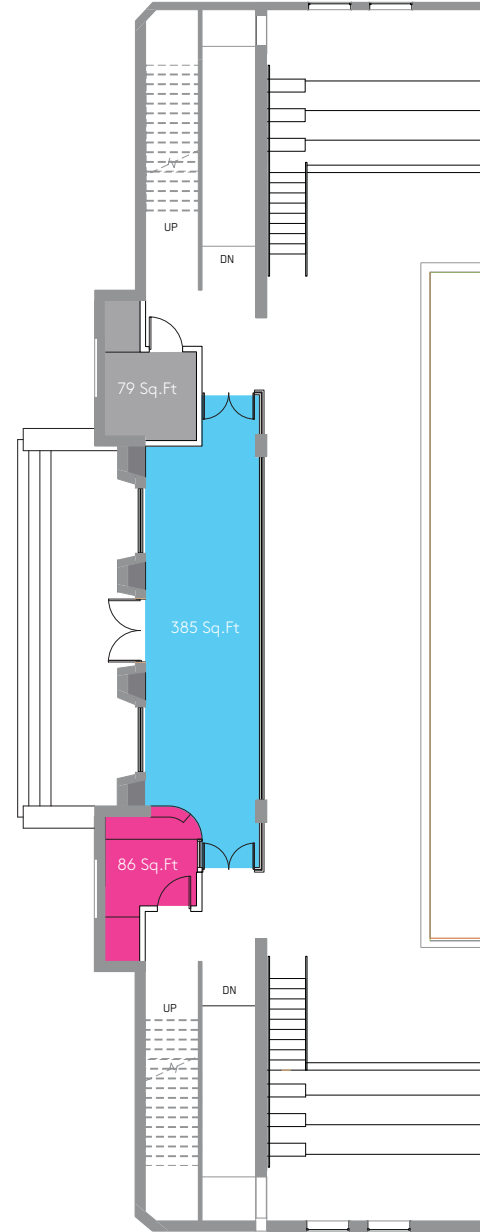


Programming—

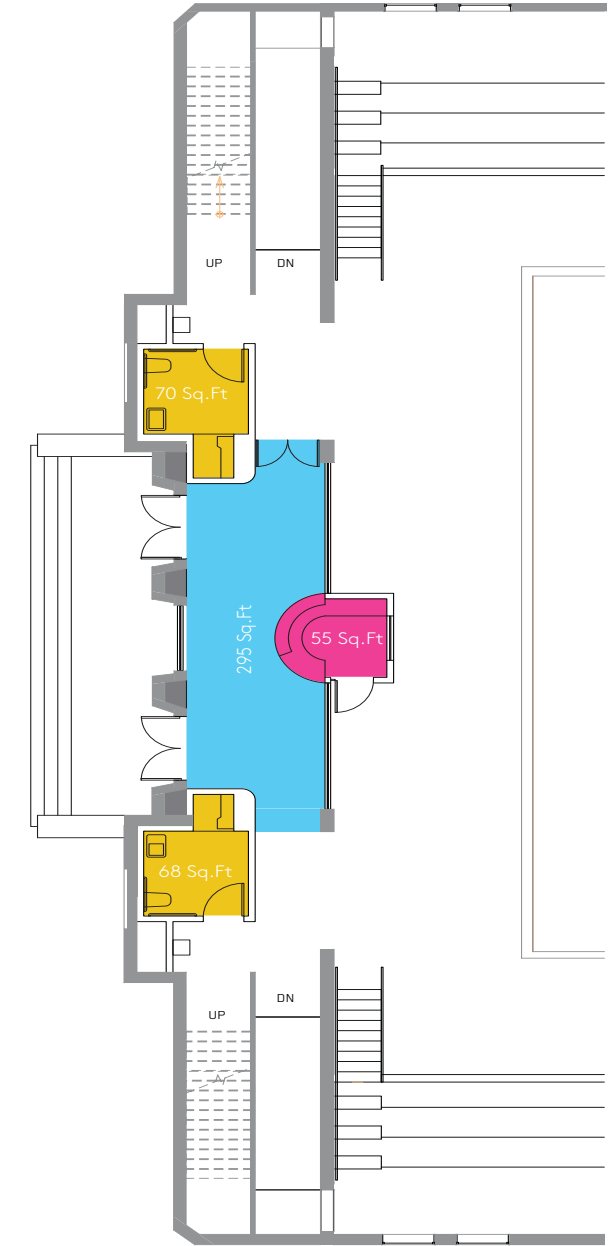
Lobby & Support Space Options



OPTION 1A: ASYMMETRIC RECEPTION/OFFICE

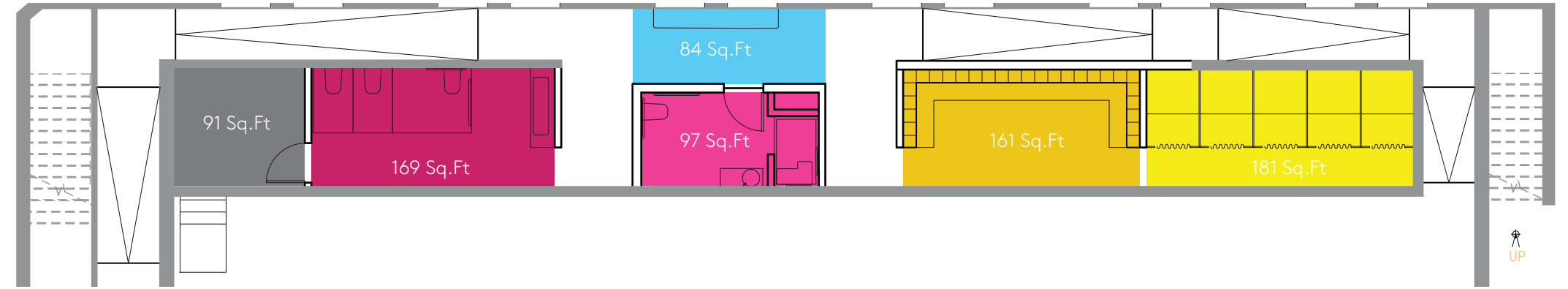


OPTION 2A: ASYMMETRIC RECEPTION OFFICE

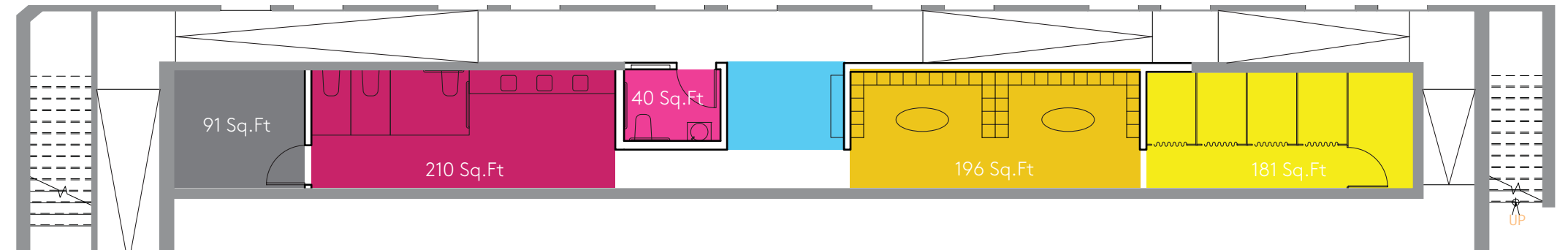


OPTION 2A: CENTRAL RECEPTION

Locker Room Options



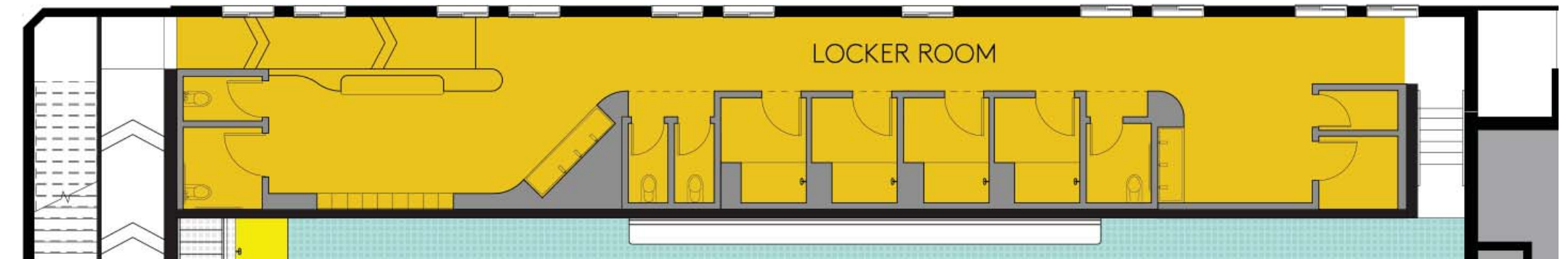
OPTION A: FAMILY BATHING ROOM



OPTION B: IMPROVED ACCESS AND SINGLE-USE RESTROOM

LEGEND

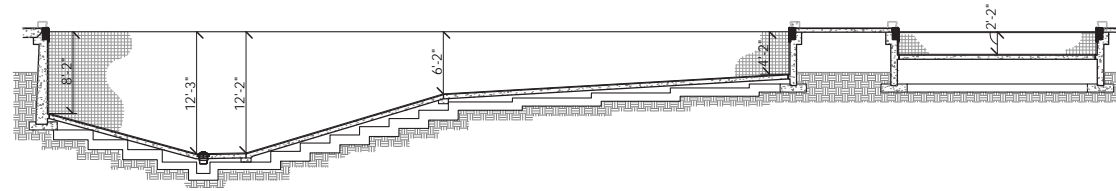
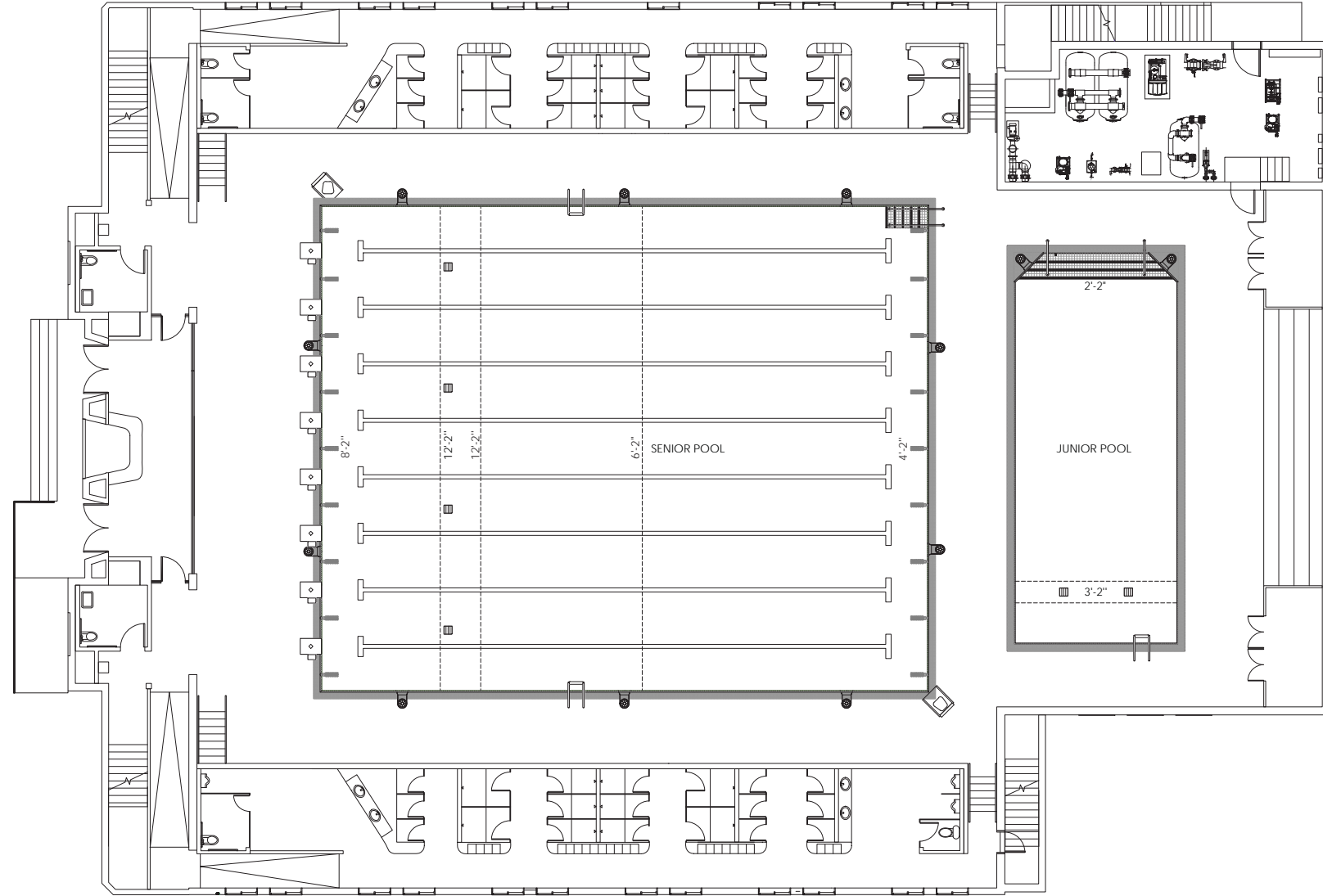
- FAMILY RESTROOM/LOCKER ROOM
- RESTROOM
- LOCKER AREA
- SHOWERS
- LOUNGE
- UTILITY ROOM
- STORAGE



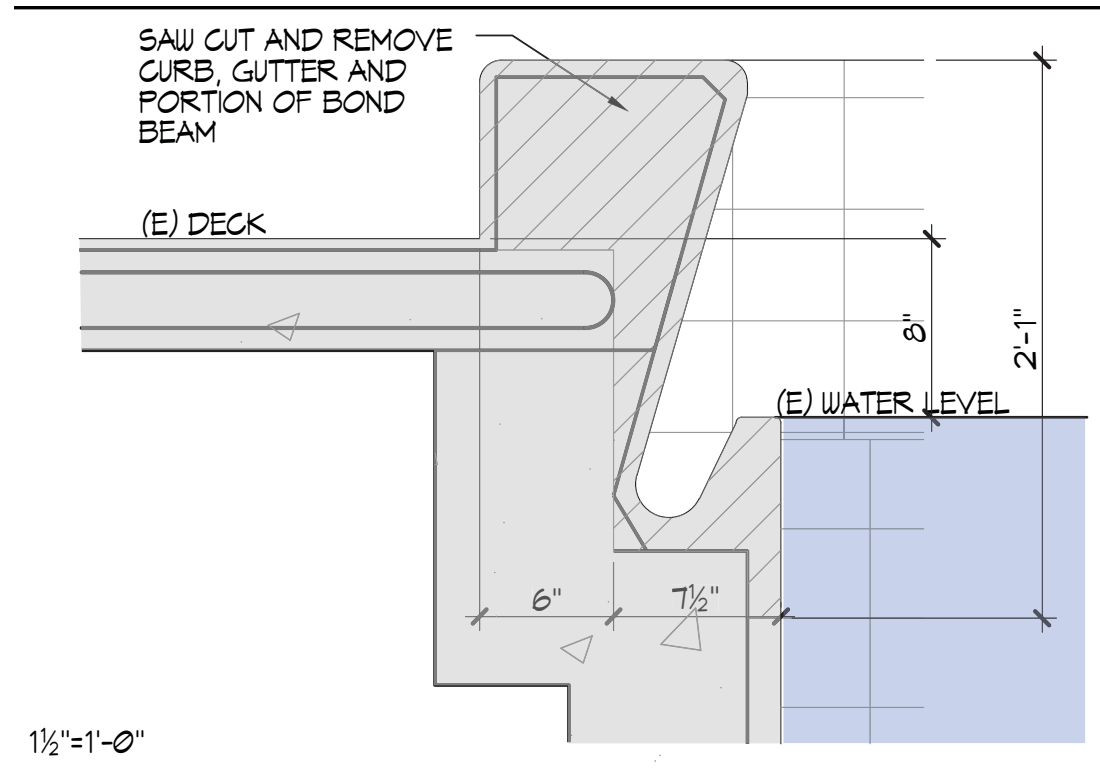
OPTION C: UNIVERSAL CHANGING ROOM

Pool Upgrades—

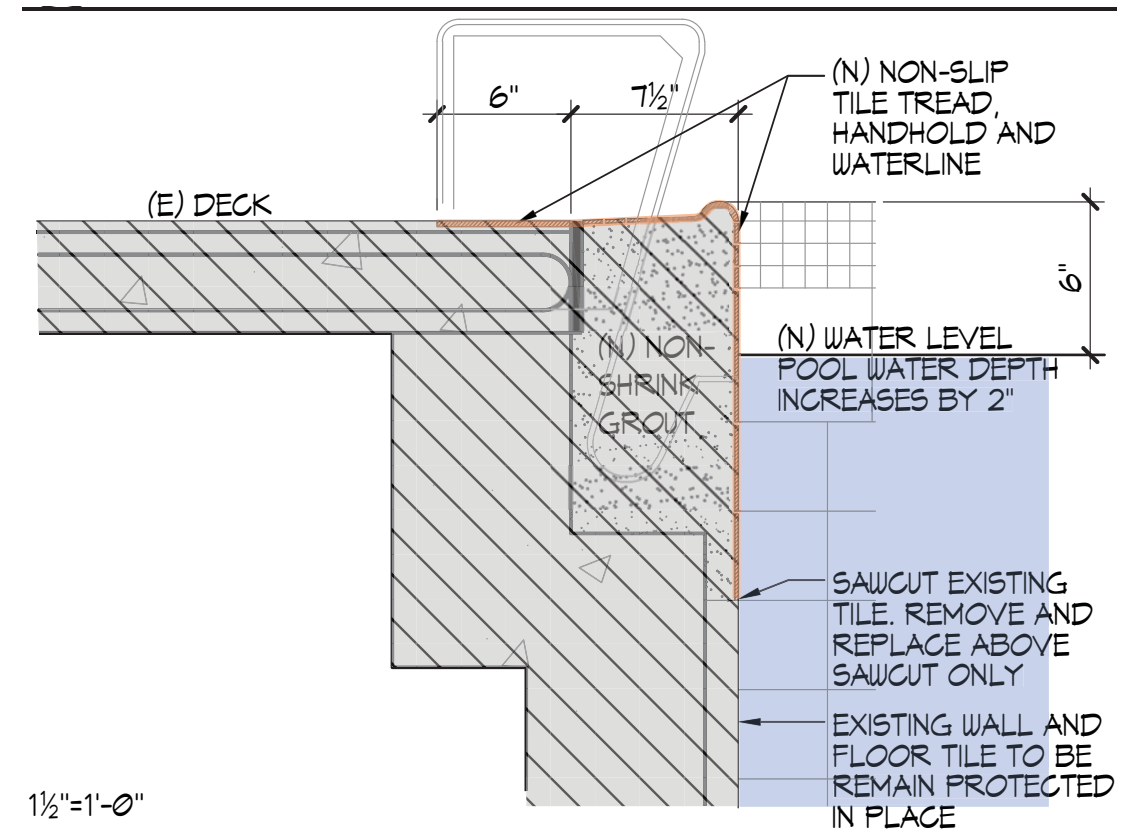
Pool Upgrades



Pool Gutter

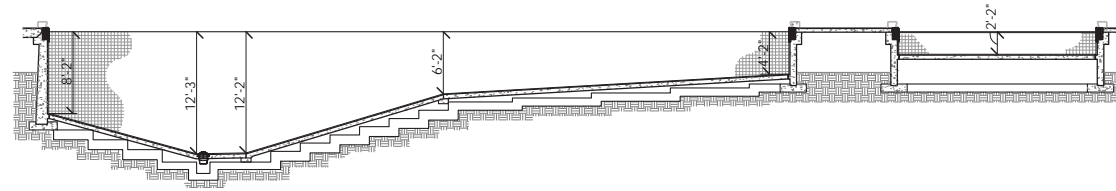
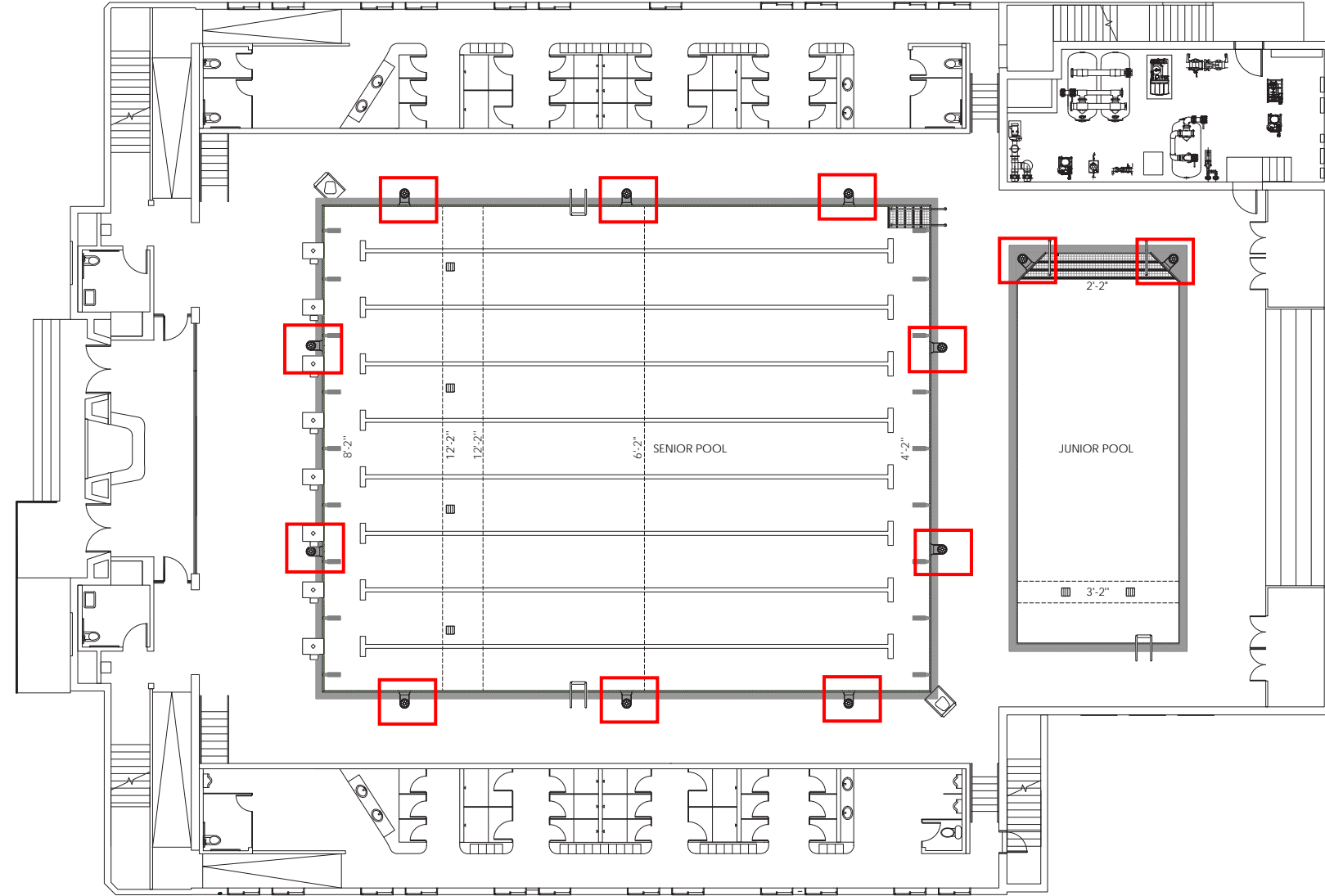


1A) DEMOLITION DETAIL

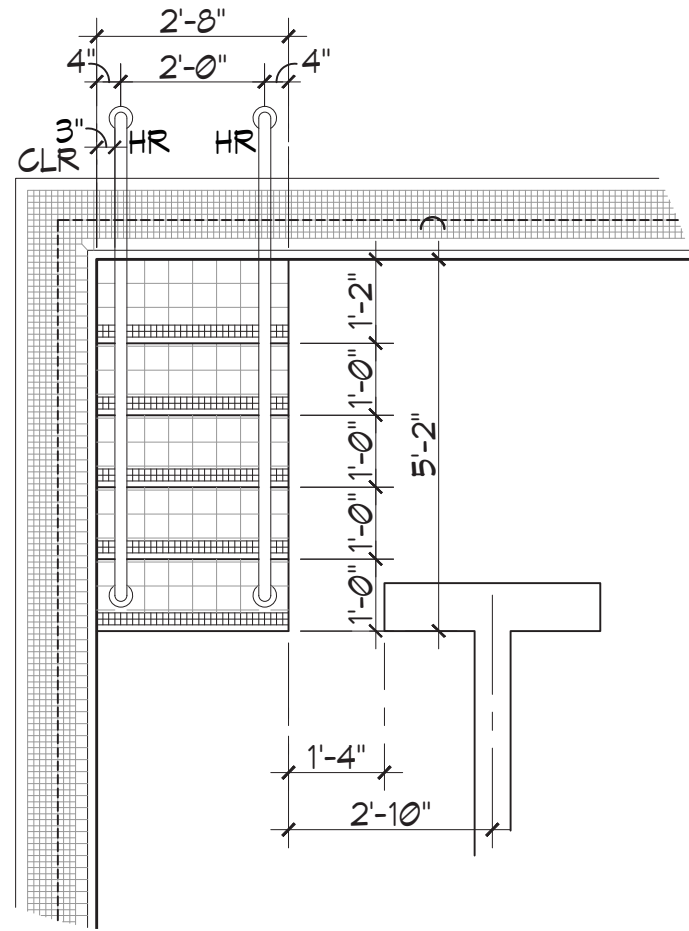


1B) NEW POOL EDGE DETAIL

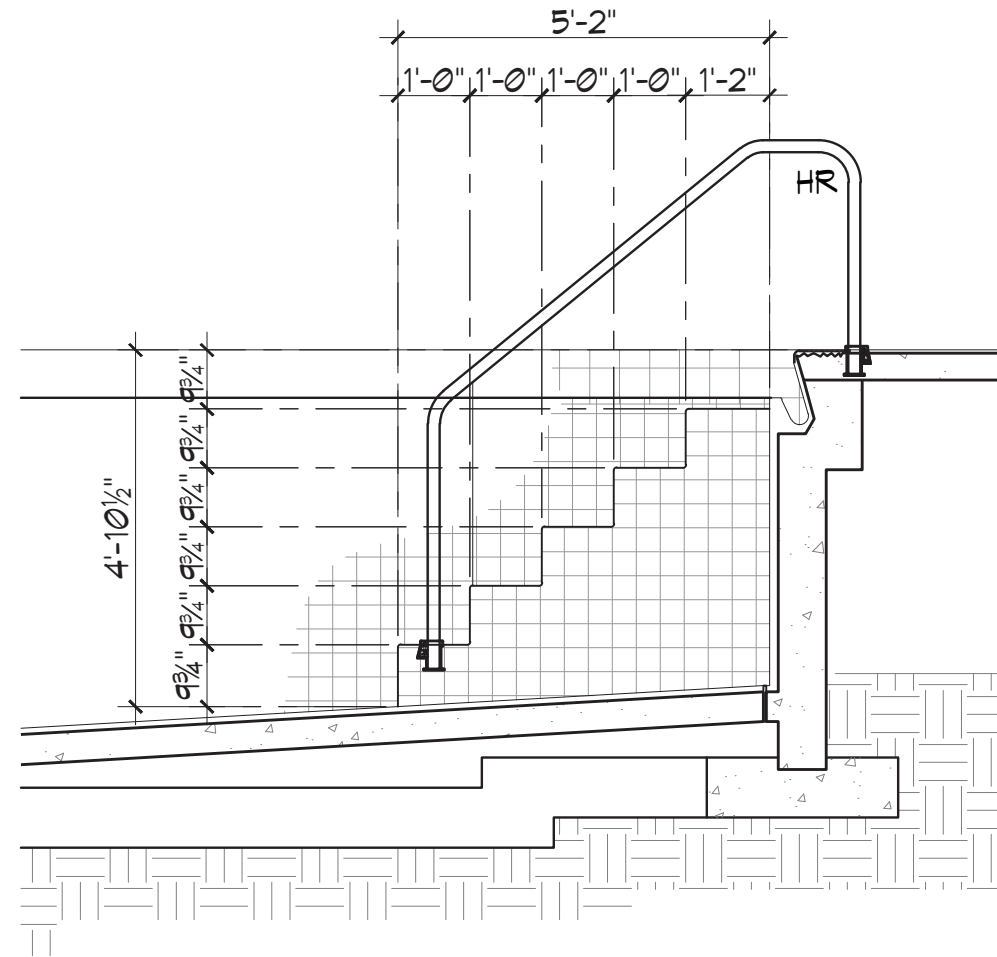
Pool Upgrades



Senior Pool Access

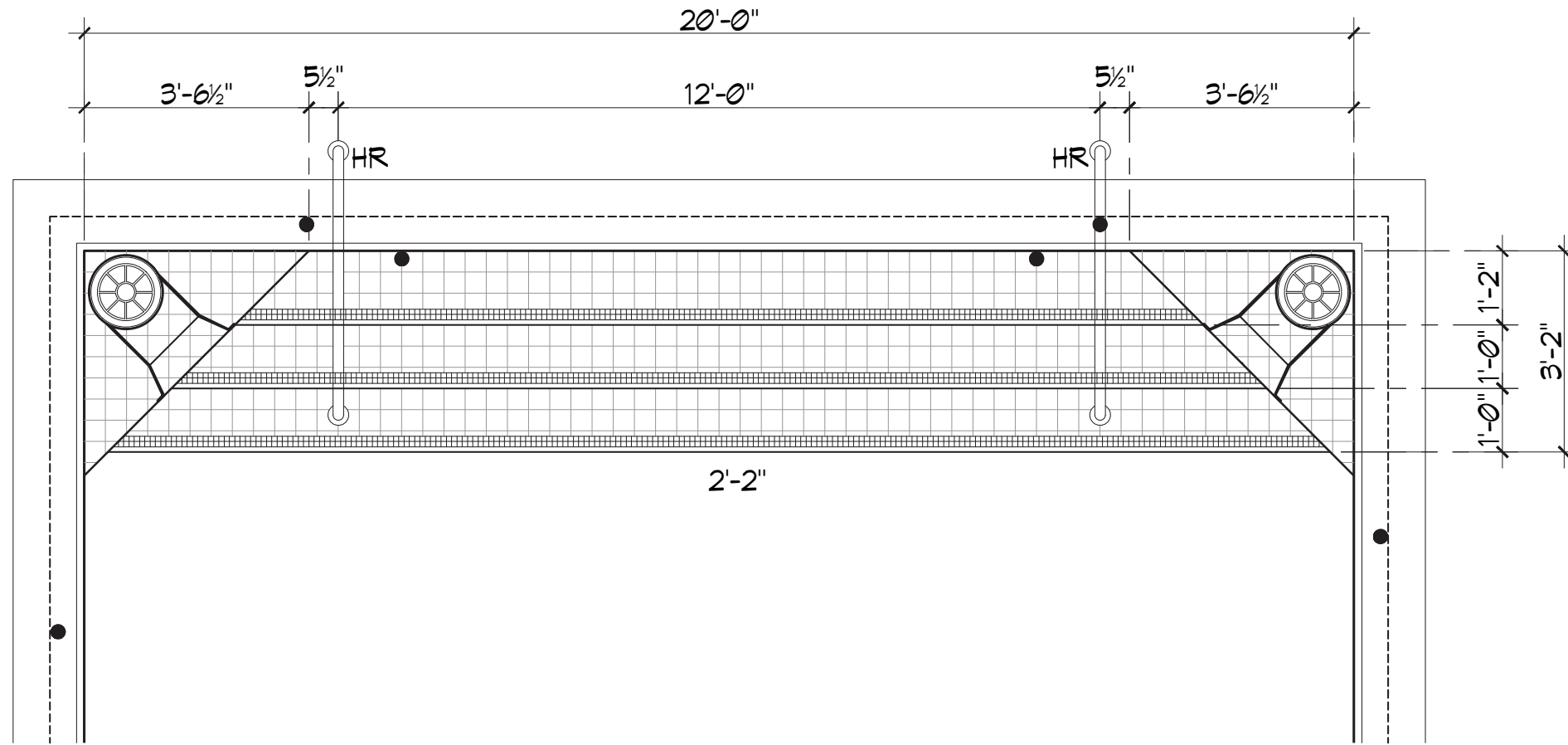


SENIOR POOL STAIR PLAN

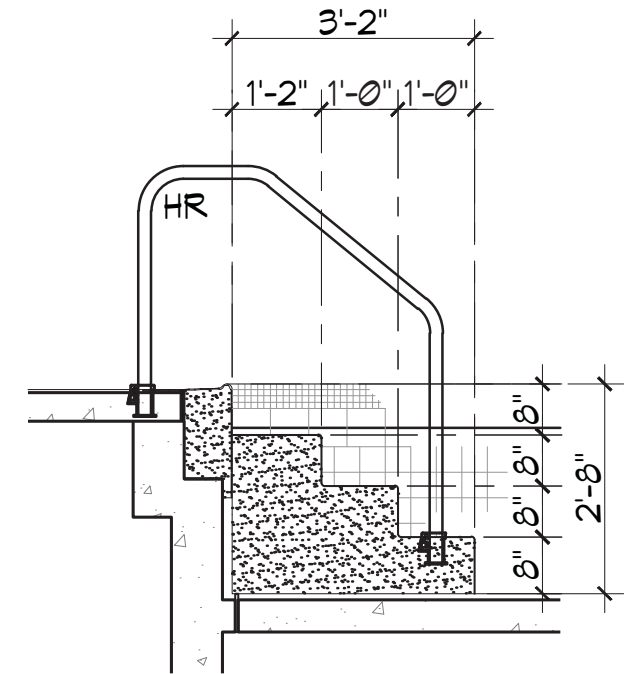


SENIOR POOL STAIR SECTION

Junior Pool Access

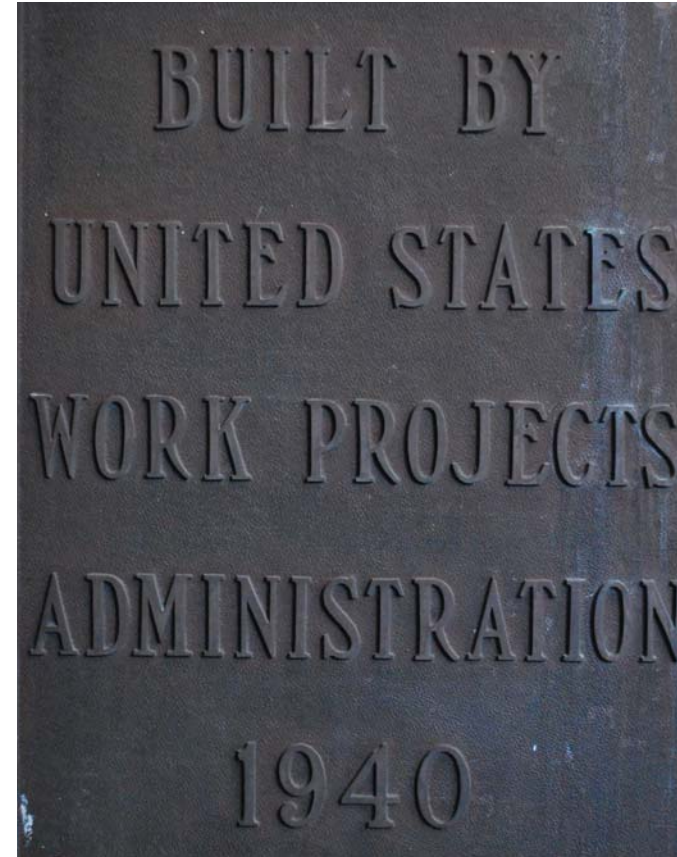
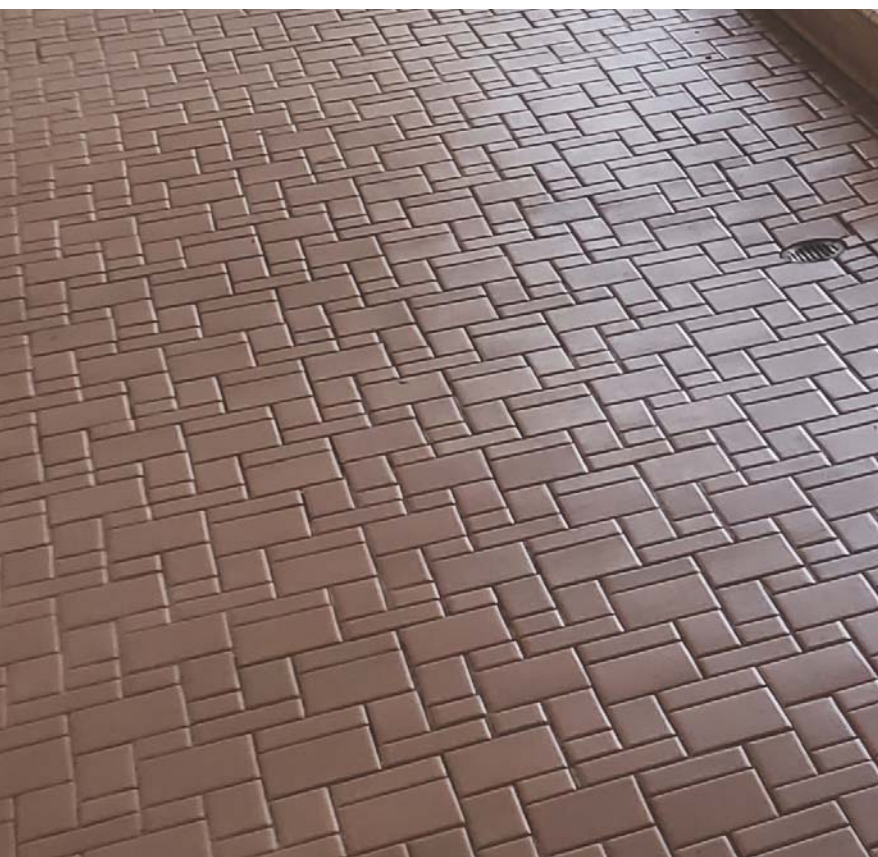


JUNIOR POOL STAIR PLAN



JUNIOR POOL STAIR SECTION

Concept Design—





URHO SAARI SWIM STADIUM

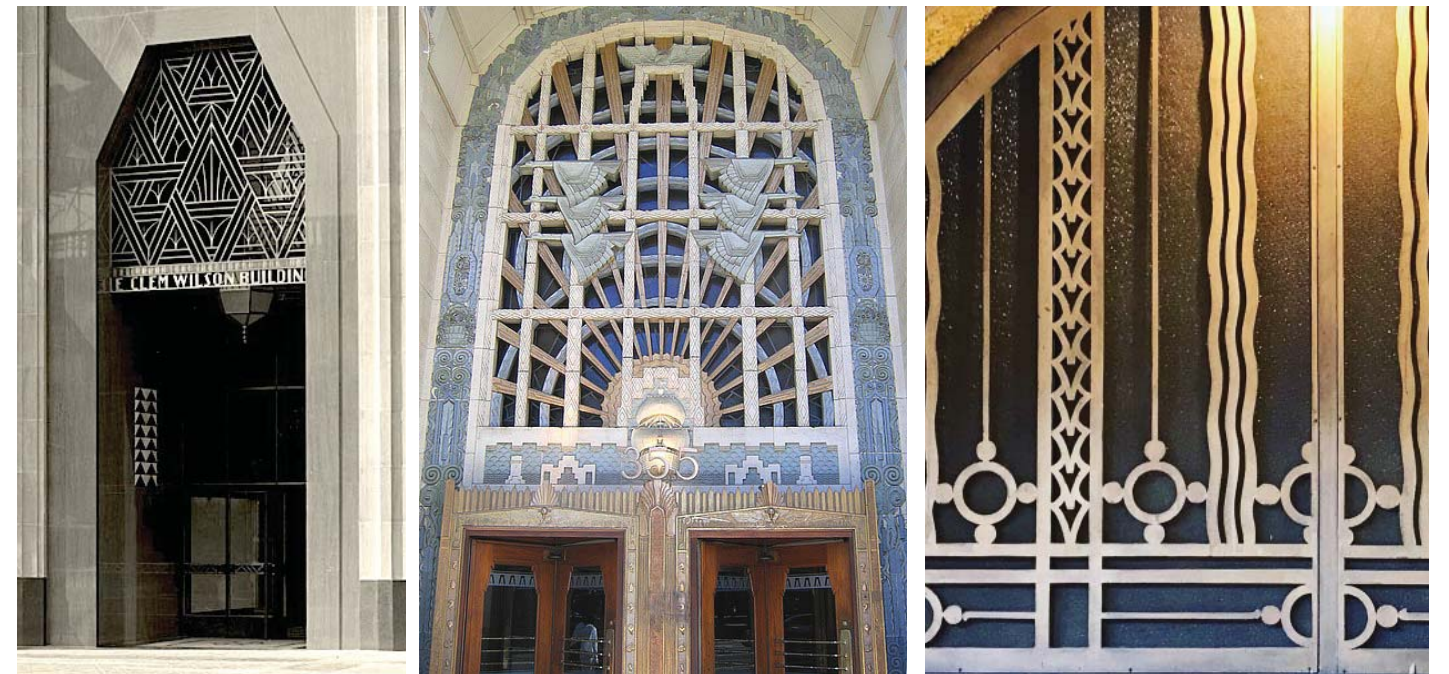
Entry Detail



COMMUNITY MOSAIC



ART DECO DETAILING



EXISTING ENTRY



PROPOSED ENTRY



HORIZON



OPEN WATER



TIDE POOL



HORIZON

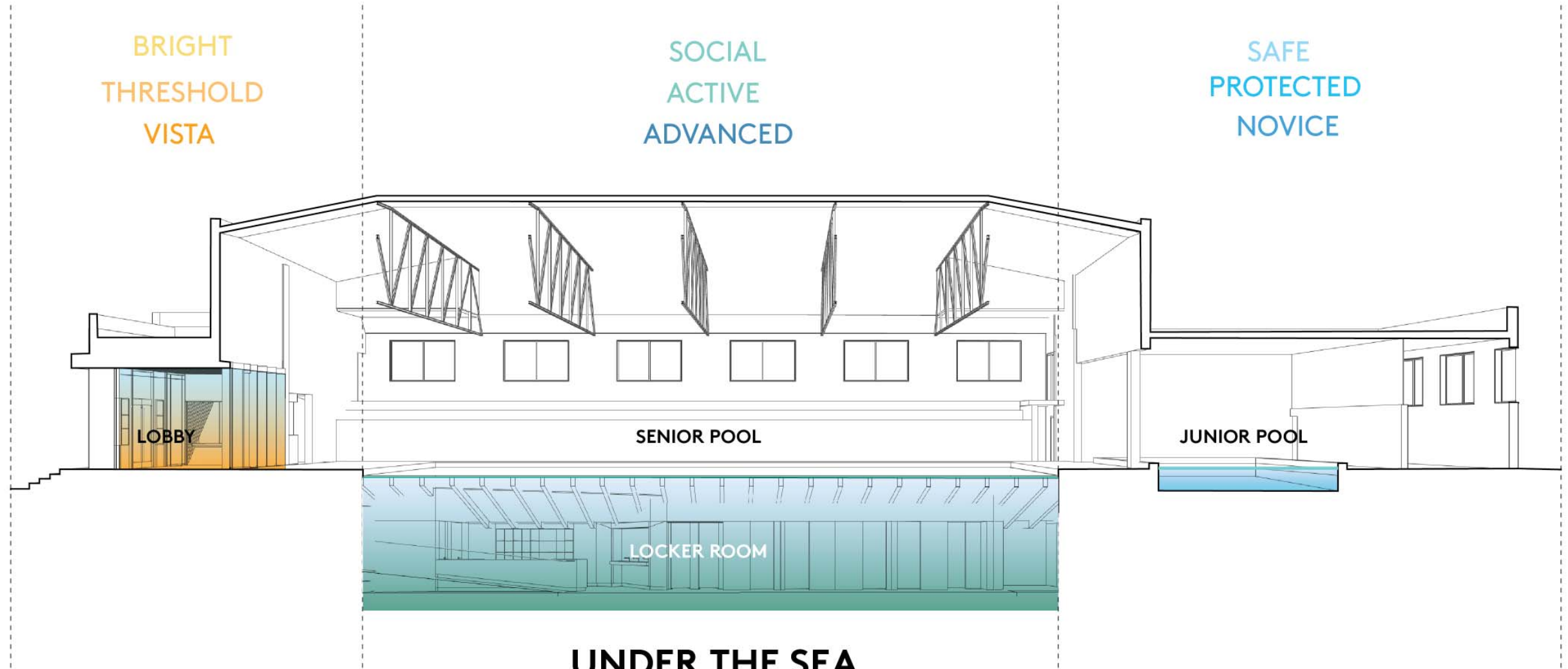
BRIGHT
THRESHOLD
VISTA

OPEN OCEAN

SOCIAL
ACTIVE
ADVANCED

TIDE POOL

SAFE
PROTECTED
NOVICE



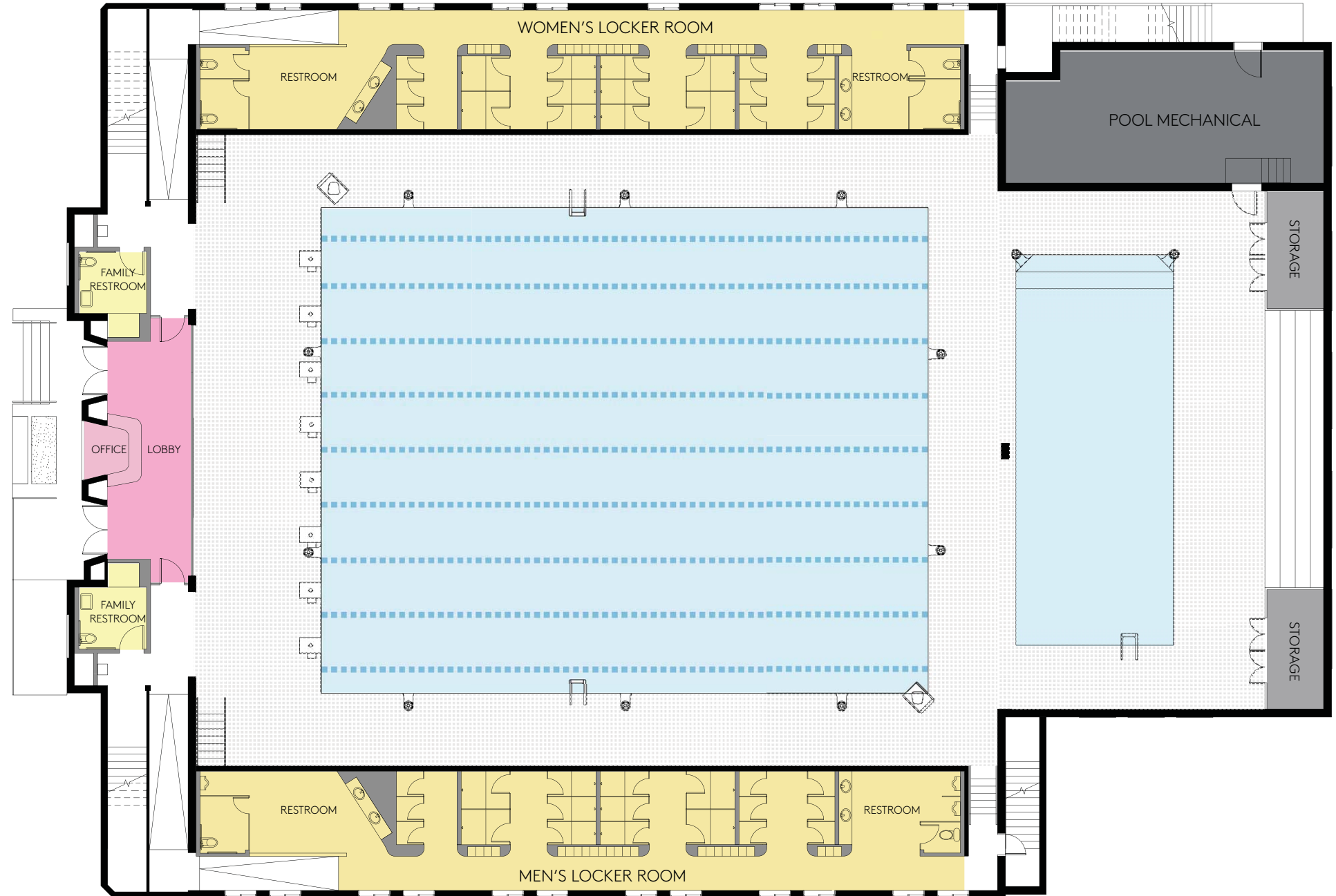
UNDER THE SEA

PRIVATE
SERENE

Main Level Plan

LEGEND

- LOBBY - 283 SQ. FT
- LOCKER AND RESTROOM FACILITY - 2921 SQ.FT
- FAMILY RESTROOM - 152 SQ.FT
- POOL DECK - 4611 SQ.FT
- POOL MECHANICAL / STORAGE - 825 SQ.FT
- STORAGE - 205 SQ.FT
- OFFICE - 62 SQ.FT



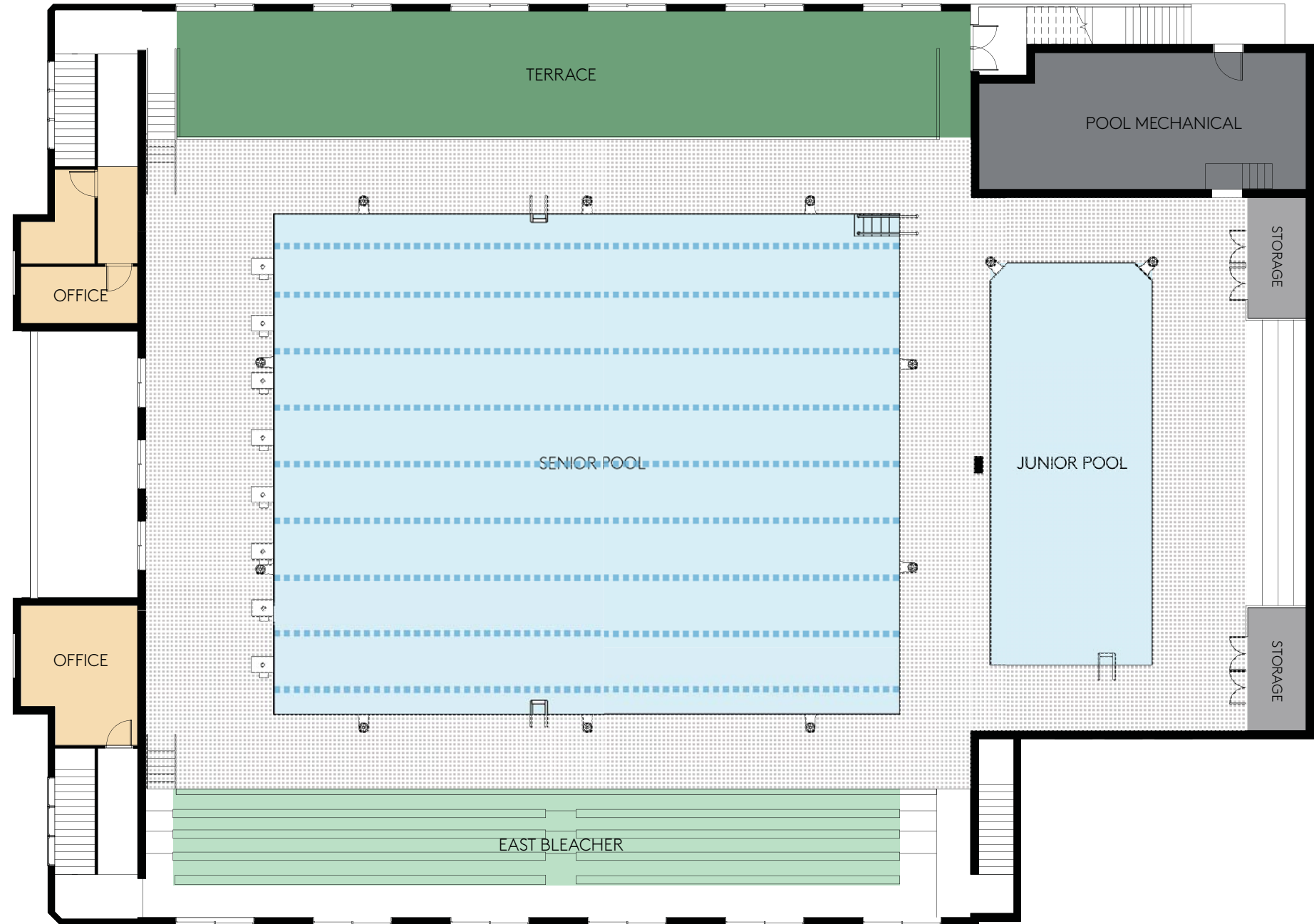


LOBBY RECEPTION DESK

Bleacher Level Plan

LEGEND

- TERRACE
- BLEACHERS
- OFFICE
- POOL DECK
- POOL MECHANICAL / UTILITY
- STORAGE





EXISTING TERRACE



COMMUNITY TERRACE

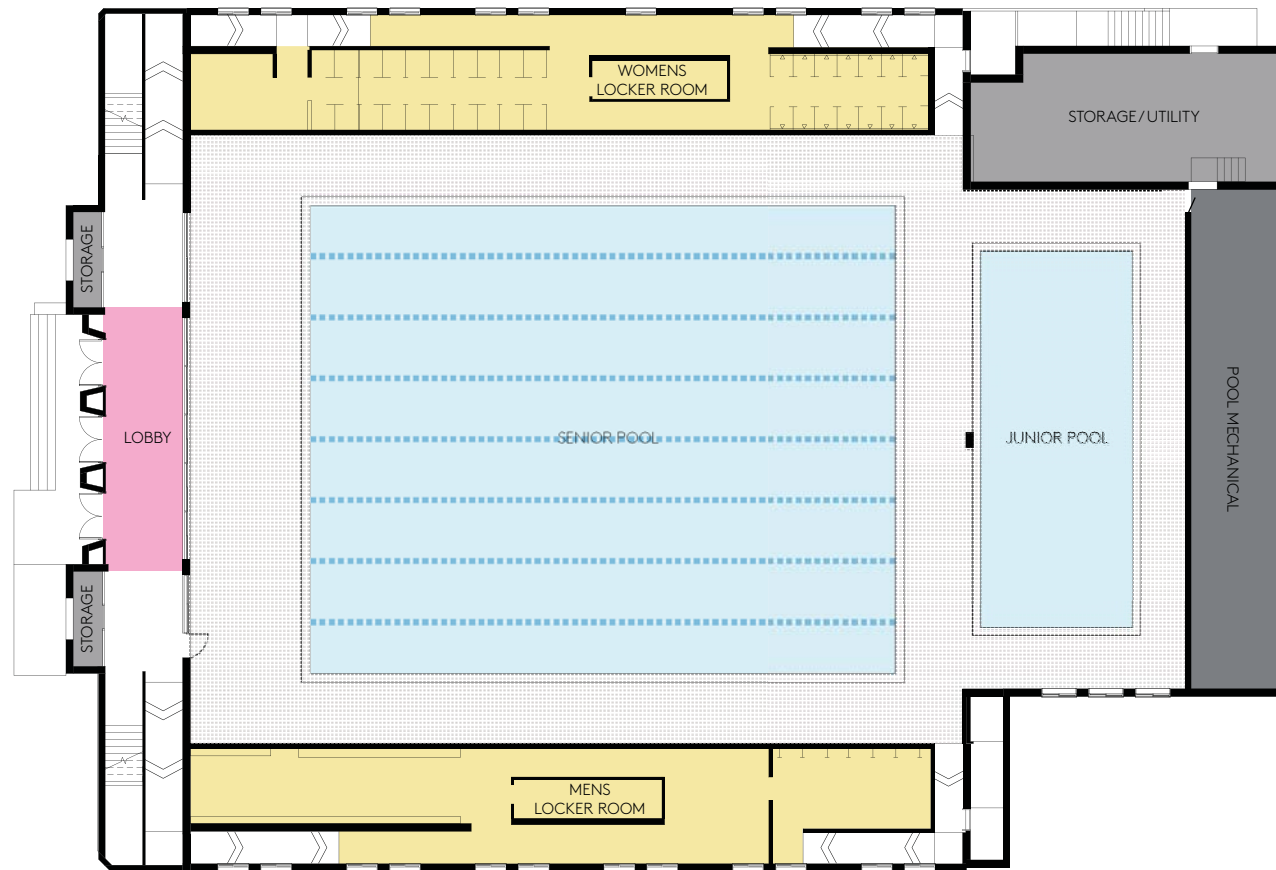


COMMUNITY TERRACE

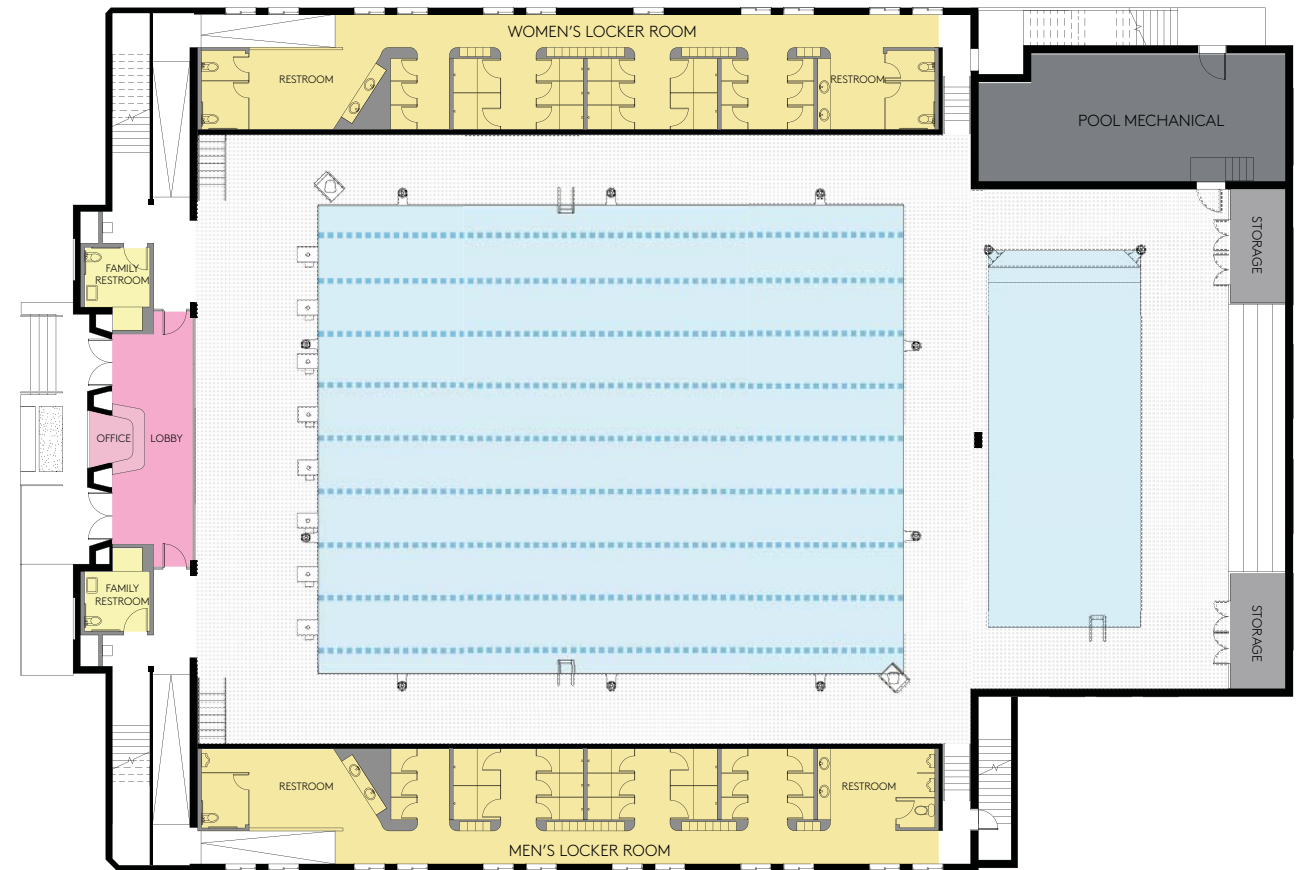
Existing / New

LEGEND

- LOBBY
- OFFICE
- LOCKER AND RESTROOM FACILITY
- FAMILY RESTROOM
- POOL DECK
- POOL MECHANICAL / UTILITY
- STORAGE



EXISTING FLOOR PLAN

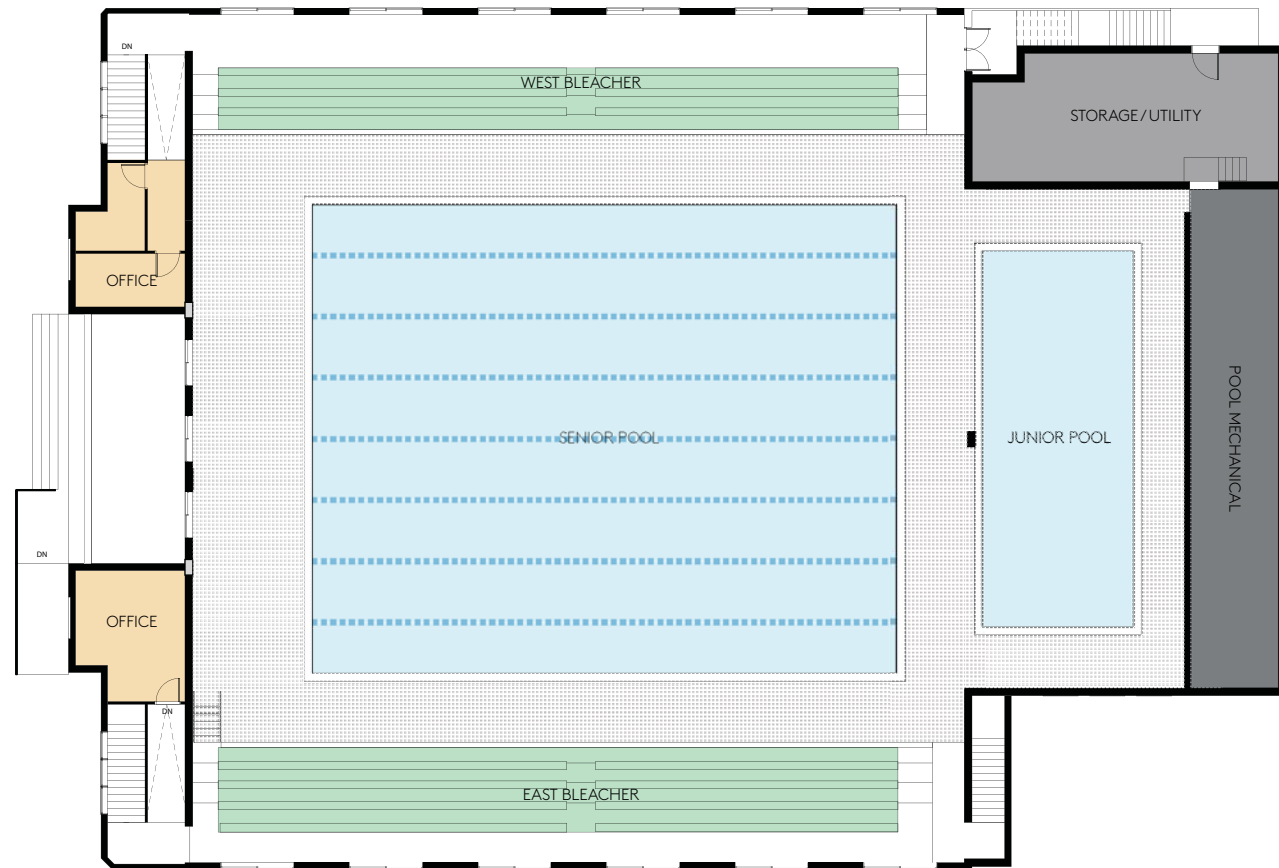


PROPOSED FLOOR PLAN - MAIN LEVEL

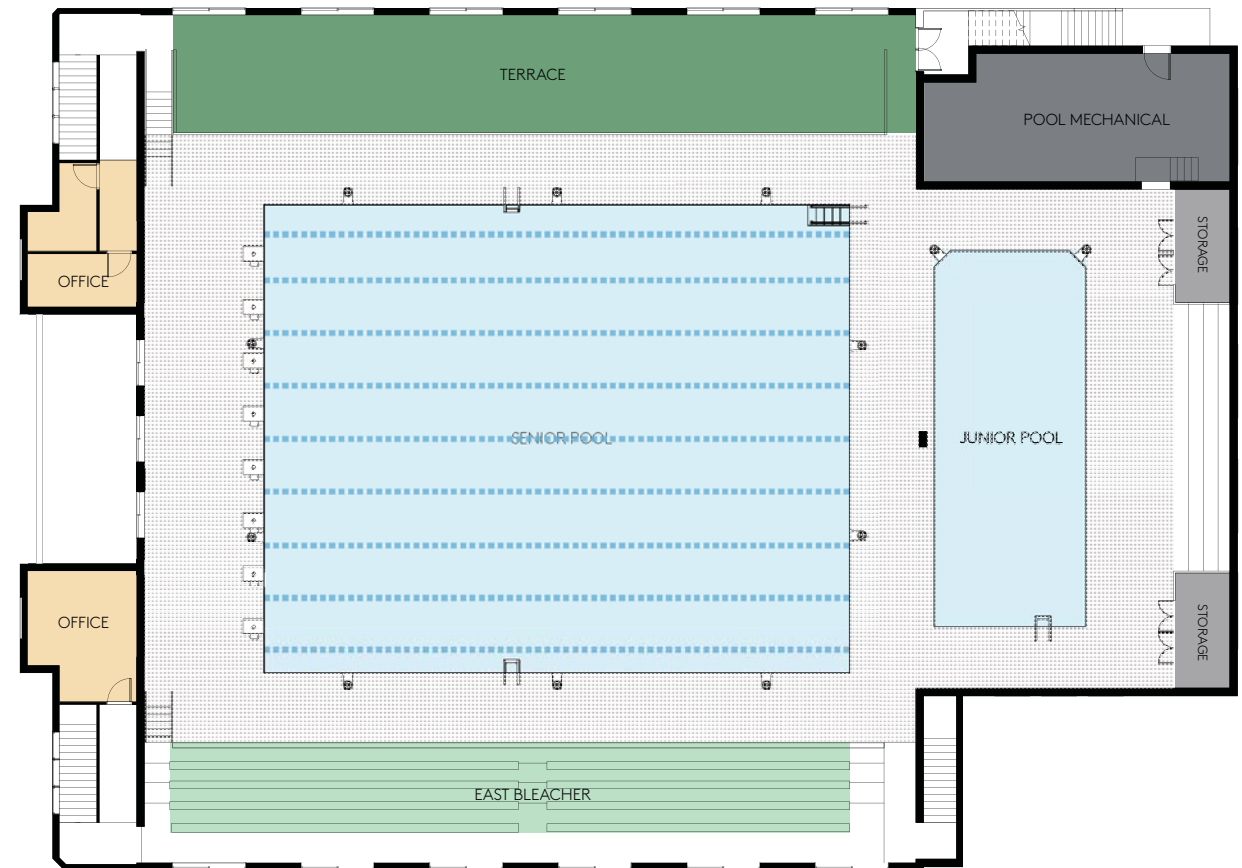
Existing / New

LEGEND

- TERRACE
- BLEACHERS
- OFFICE
- POOL DECK
- POOL MECHANICAL / UTILITY
- STORAGE



EXISTING FLOOR PLAN - BLEACHER LEVEL



PROPOSED FLOOR PLAN - BLEACHER LEVEL

Existing / New

EXISTING WOMEN'S LOCKER ROOM SUMMARY

3 / 0 TOILETS / ADA
1 LAVATORIES
14 / 0 SHOWERS / ADA & FAMILY
20 CHANGING COMPARTMENTS
24 LOCKERS

EXISTING MEN'S LOCKER ROOM SUMMARY

2 / 0 TOILETS / ADA
2 URINALS
1 LAVATORIES
12 / 0 SHOWERS / ADA & FAMILY
0 CHANGING COMPARTMENTS
24 LOCKERS

NEW WOMEN'S LOCKER ROOM SUMMARY

4 / 1 TOILETS / ADA
4 LAVATORIES
6 / 4 SHOWERS / ADA & FAMILY
19 CHANGING COMPARTMENTS
24 LOCKERS

NEW MEN'S LOCKER ROOM SUMMARY

2 / 1 TOILETS / ADA
3 URINALS
4 LAVATORIES
6 / 4 SHOWERS / ADA & FAMILY
19 CHANGING COMPARTMENTS
24 LOCKERS

Existing / New

EXISTING NATATORIUM

3,646 SF	POOL DECK AREA
0	DECK STORAGE AREA
0	RECREATION TERRACE
0	JUNIOR POOL SEATING
1,345SF	POOL MECHANICAL AREA

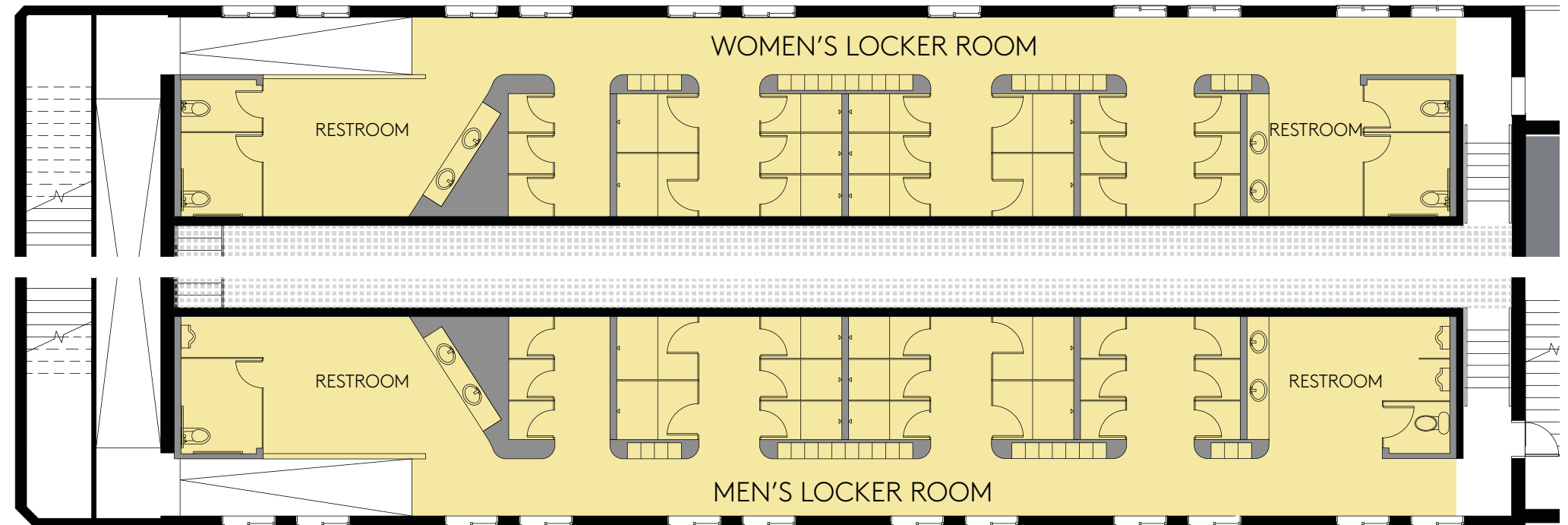
PROPOSED NATATORIUM

4,095 SF	POOL DECK AREA
300 SF	DECK STORAGE AREA
1,400 SF	RECREATION TERRACE
248 SF	JUNIOR POOL SEATING
620 SF	POOL MECHANICAL AREA

Locker Room Improvements

WOMEN'S LOCKER ROOM SUMMARY

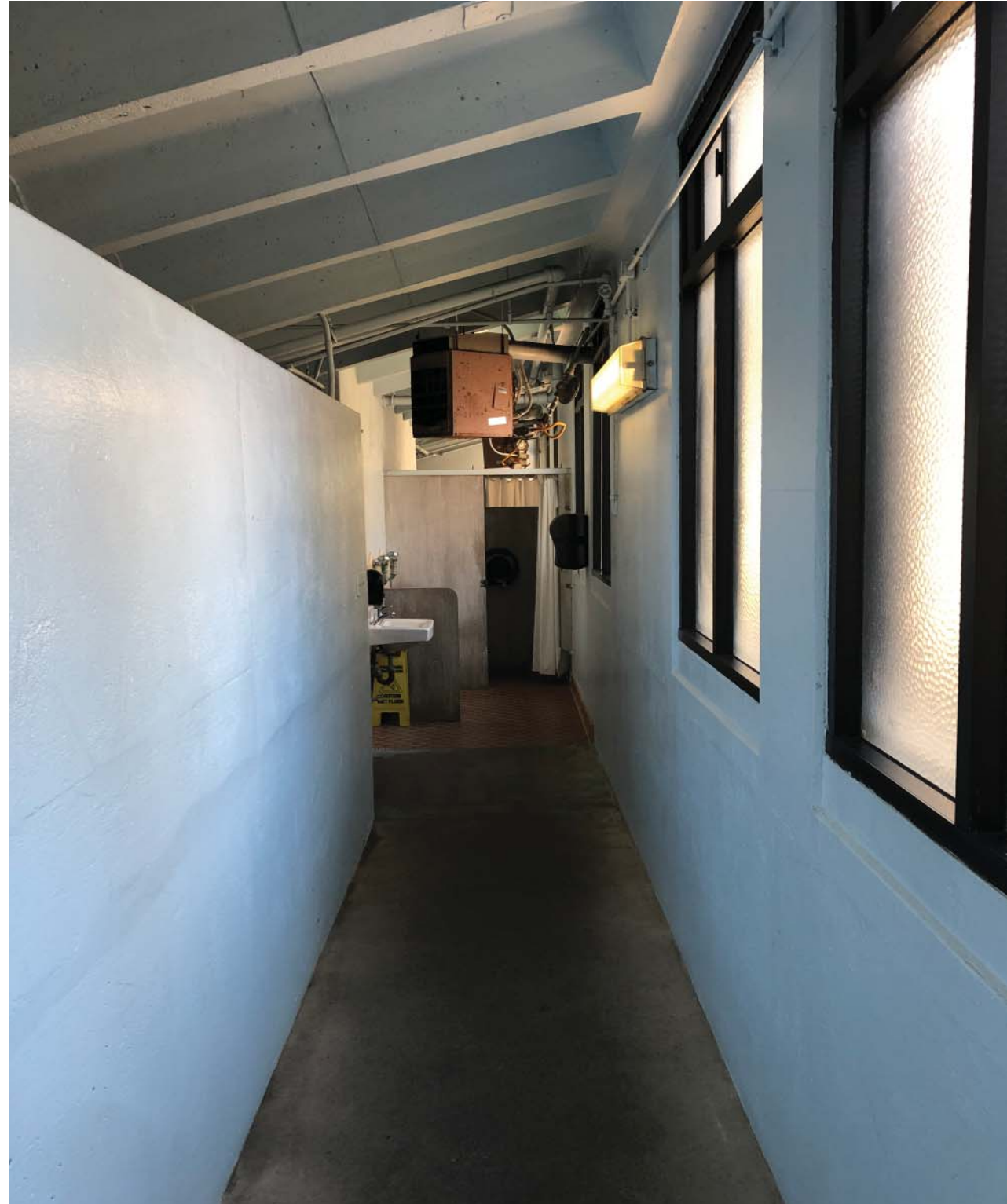
- 4 TOILETS
- 9 CHANGING COMPARTMENTS (SINGLE)
- 6 SHOWER / CHANGING COMPARTMENTS (SINGLE)
- 4 SHOWER / CHANGING COMPARTMENTS (ADA / FAMILY)
- 4 LAVATORIES
- 24 LOCKERS

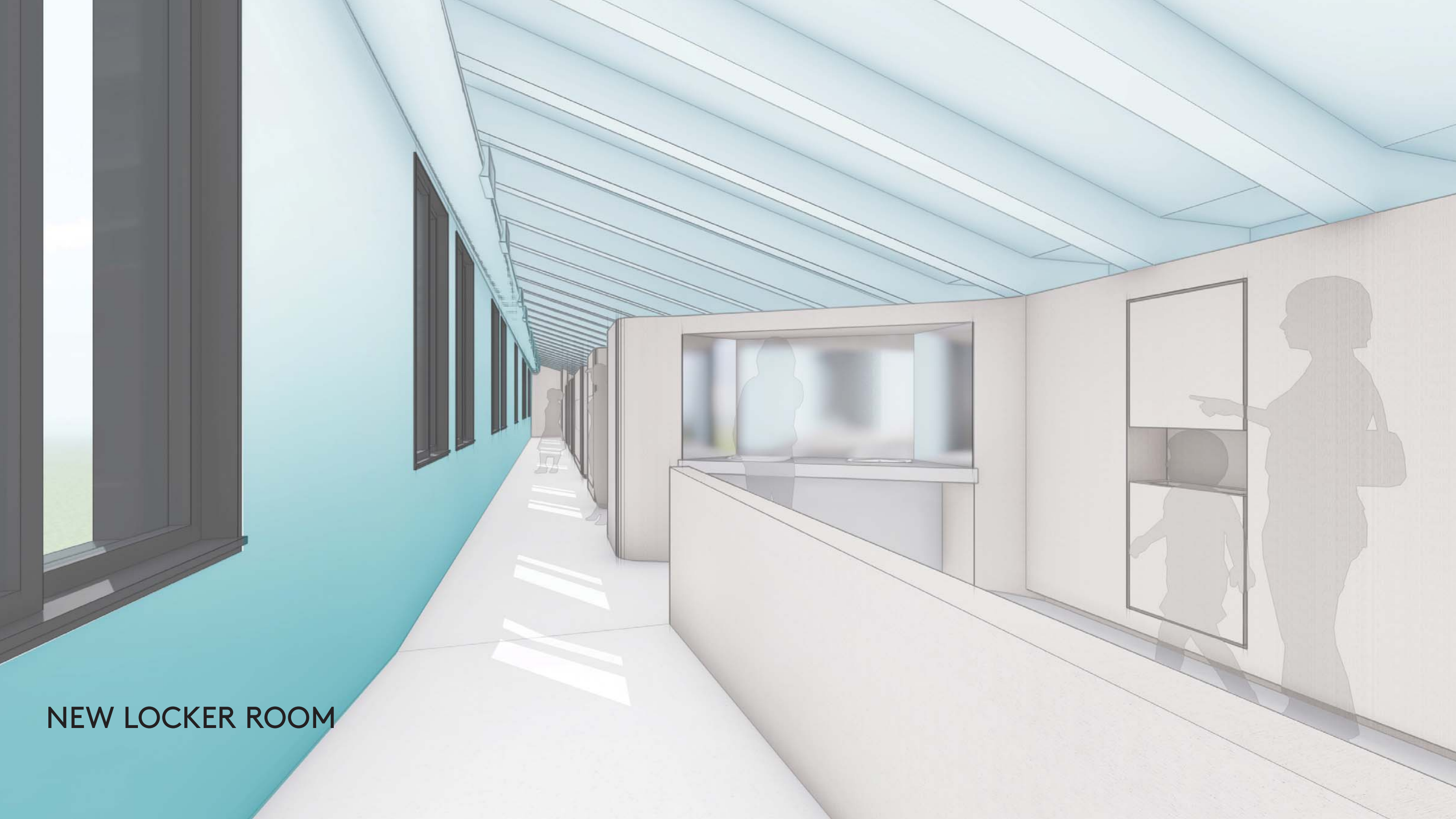


MEN'S LOCKER ROOM SUMMARY

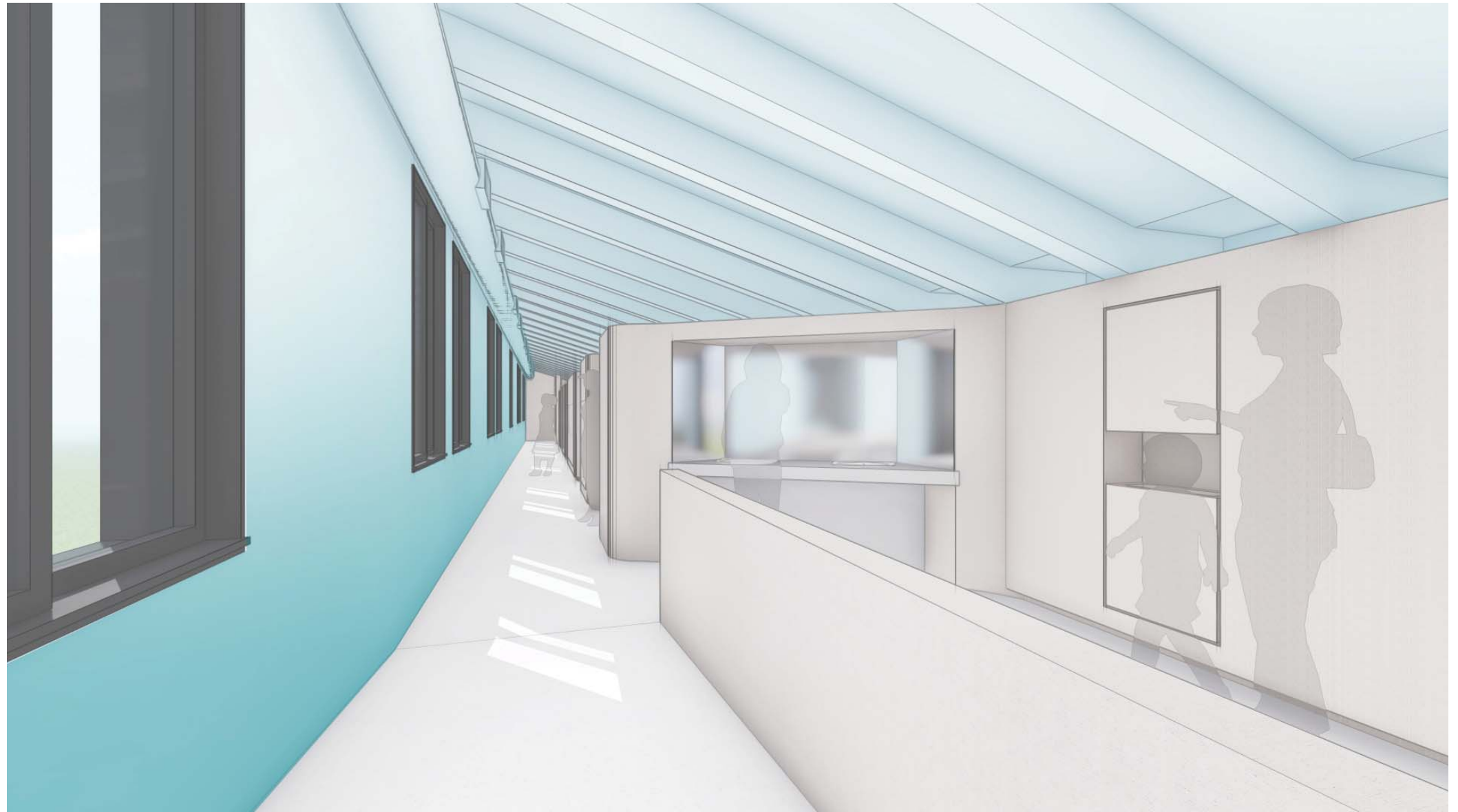
- 2 TOILETS
- 3 URINALS
- 9 CHANGING COMPARTMENTS (SINGLE)
- 6 SHOWER / CHANGING COMPARTMENTS (SINGLE)
- 4 SHOWER / CHANGING COMPARTMENTS (ADA / FAMILY)
- 4 LAVATORIES
- 24 LOCKERS

EXISTING LOCKER ROOM

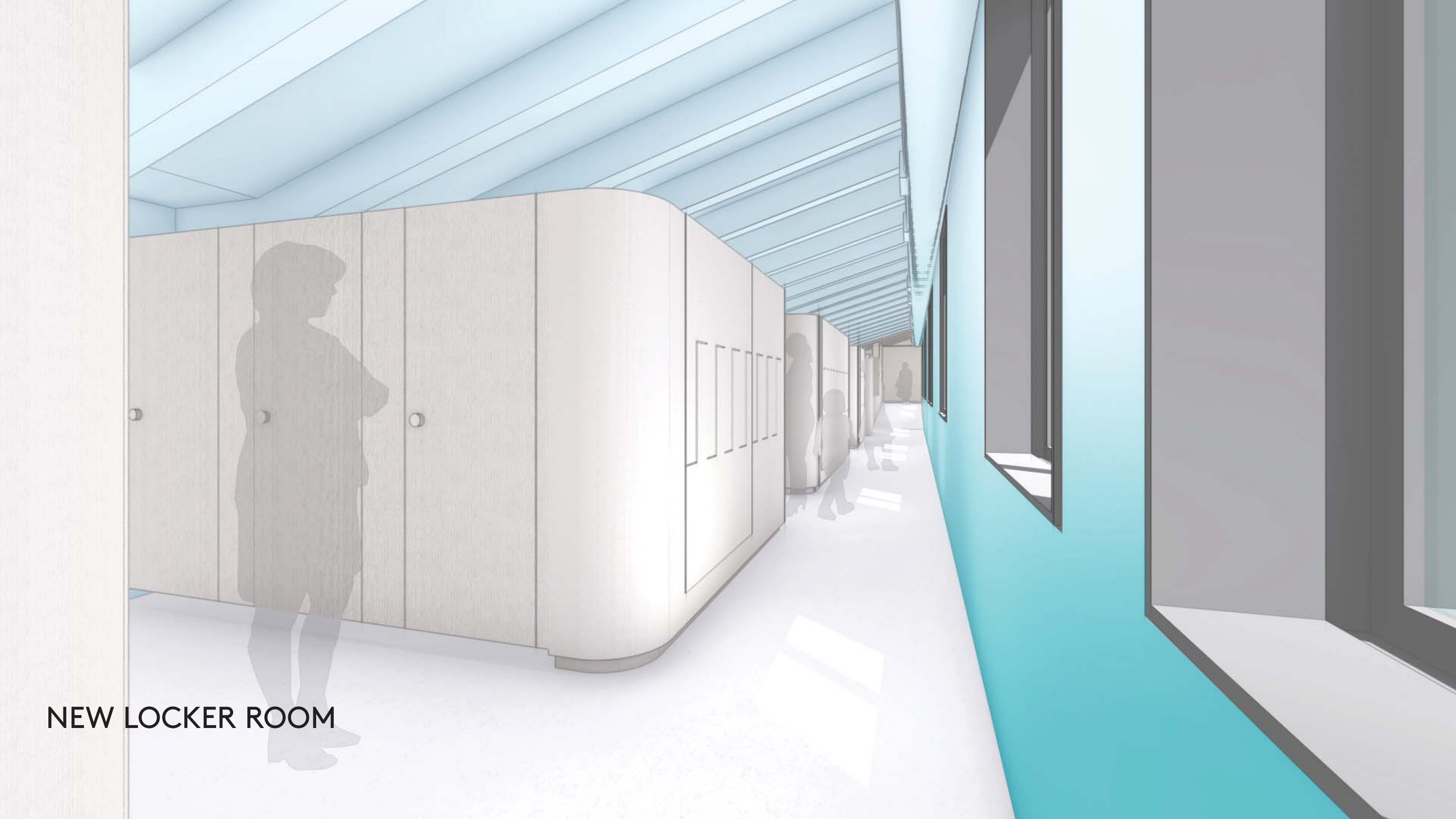




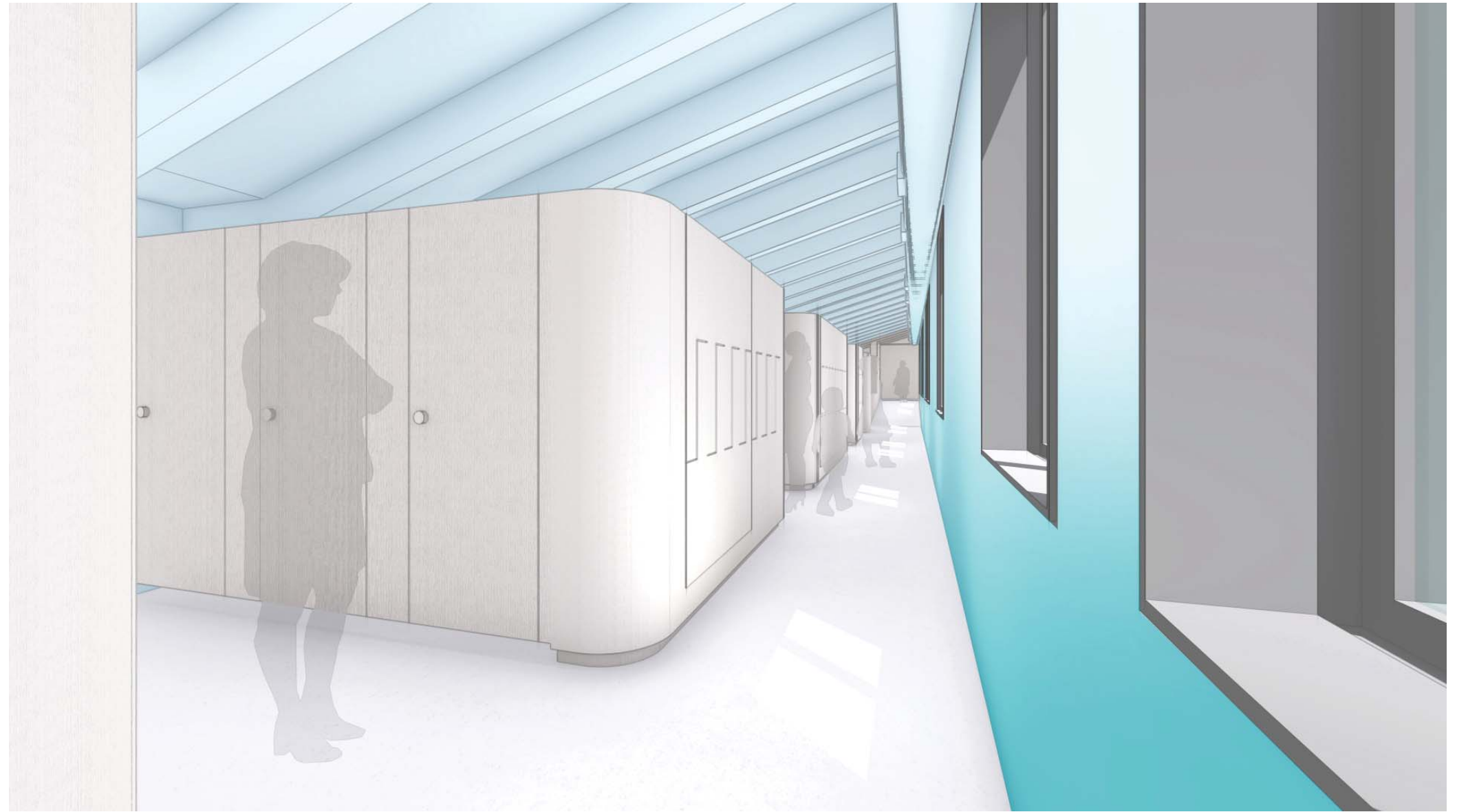
NEW LOCKER ROOM



NEW LOCKER ROOM



NEW LOCKER ROOM

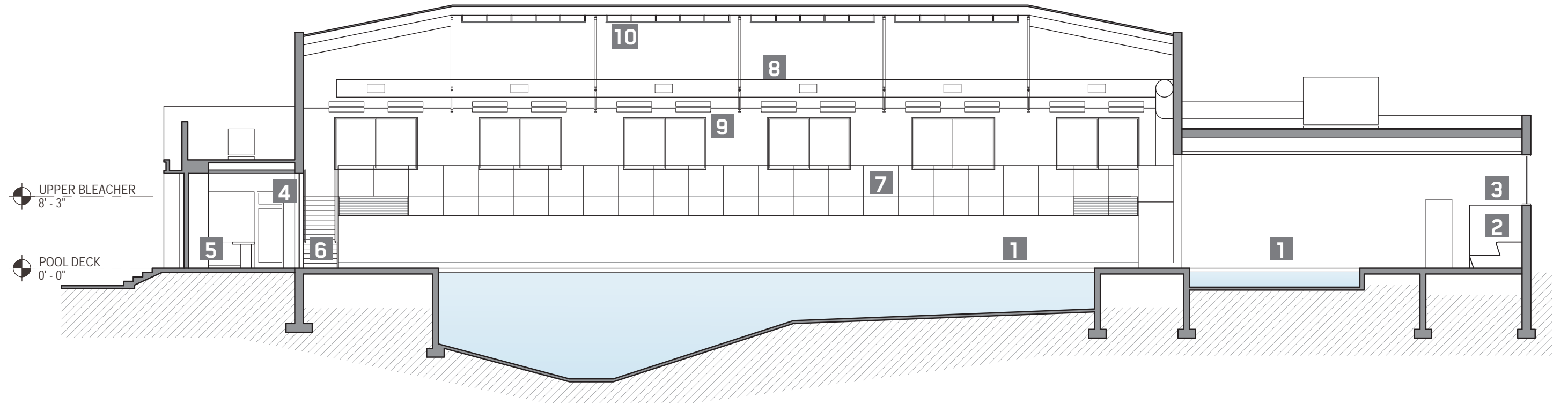


NEW LOCKER ROOM

Building Improvements

KEYNOTES

- 1 FLUSH POOL CURB AND SKIMMER SYSTEM
- 2 STEP SEATING
- 3 STORAGE ROOM
- 4 LOBBY VIEW WINDOW
- 5 RECEPTION DESK
- 6 TERRACE STAIR
- 7 GUARDRAIL AND TABLE LEDGE
- 8 HVAC SUPPLY
- 9 DIRECT/INDIRECT LIGHTING ABOVE POOL DECK
- 10 LIGHT REFLECTIVE ACOUSTIC FABRIC CEILING
- 11 DEDICATED LOBBY AND OFFICE HVAC UNITS
- 12 ROOF MOUNTED HEAT PUMP FOR NATATORIUM

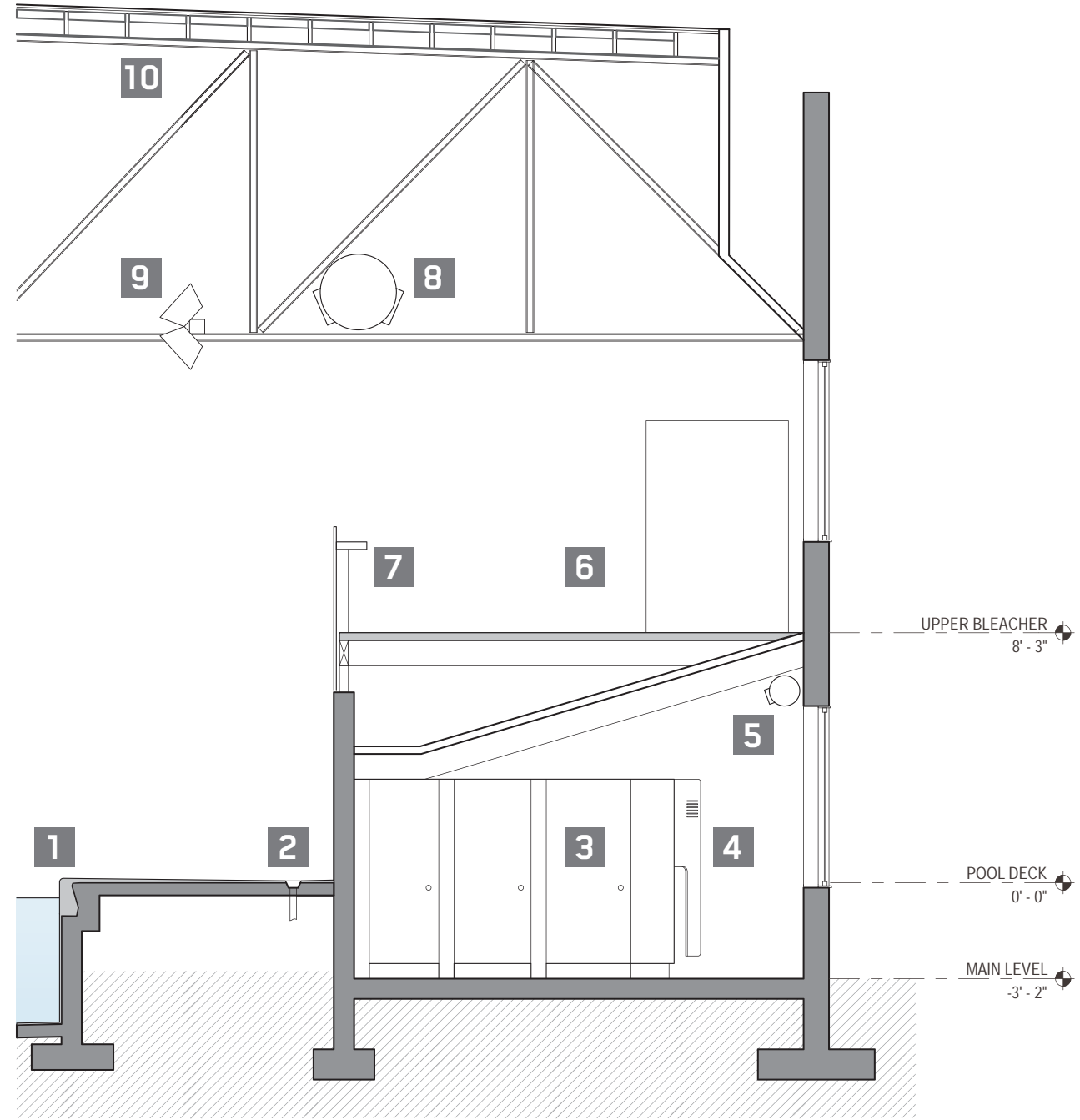


BUILDING SECTION

Community Terrace

KEYNOTES

- 1 FLUSH POOL CURB AND SKIMMER SYSTEM
- 2 NEW POOL DECK SURFACE AND DRAINAGE
- 3 PRIVATE SHOWER COMPARTMENTS
- 4 LOCKERS
- 5 DEDICATED HVAC SYSTEM
- 6 TERRACE DECK
- 7 GUARDRAIL AND TABLE LEDGE
- 8 HVAC SUPPLY
- 9 DIRECT/INDIRECT LIGHTING ABOVE POOL DECK
- 10 LIGHT REFLECTIVE ACOUSTIC FABRIC CEILING



WEST TERRACE SECTION DETAIL



LOBBY VIEW WINDOW



LOBBY VIEW WINDOW

Thank you—



Project Budget—

Budget Categories

Required

- Code issue or poses an immediate health and safety risk

Essential

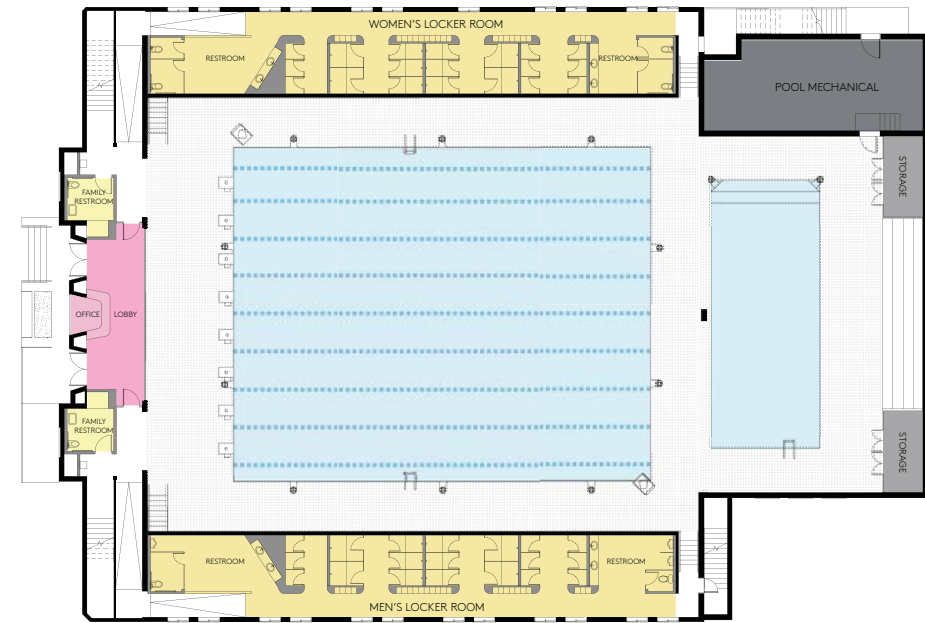
- Integral to the concept design and crucial to modernizing the facility, avoiding further deferred maintenance costs, and meeting the needs of the community and future programming initiatives

Enhanced

- Transformative design features and amenities

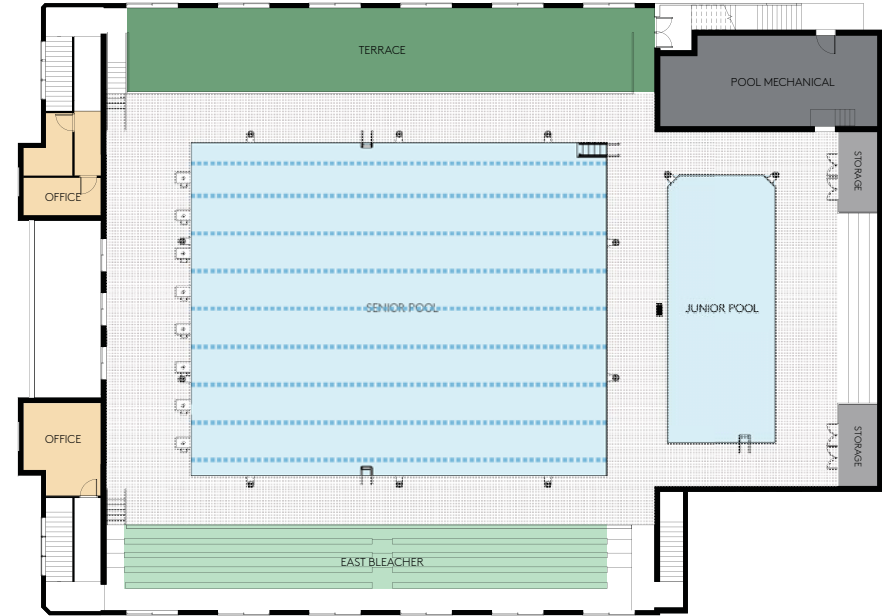
Opinion of Probable Cost

ITEM	DESCRIPTION	EXISTING CONDITION	CODE ISSUE	PRIORITY	REQUIRED*	BUDGET PRIORITY	
						ESSENTIAL	ENHANCED
		G = Good A = Adequate P = Poor	x	1 = High 2 = Medium 3 = Low	*Required to bring building up to code and basic standard of accommodation		
1	POOL & MECHANICAL SYSTEMS				1,173,280		
1.1	Mobilization				25,000		
1.2	Utility allowance (swimming pools)		x	1	50,000		
1.3	Lap pool new stairs	A	x	1	50,000		
1.4	Lap pool new surface skimmers	N/A	x	1	80,000		
1.5	Lap pool gutter modifications	A	x	1	125,000		
1.6	Lap pool main drains	A	x	1	50,000		
1.7	Lap pool gutter tile	A	x	1	37,680		
1.8	Lap pool recessed cup anchors	N/A	x	1	20,000		
1.9	Lap pool wall inlet repair & replacement	P	x	1	10,000		
1.1	Lap pool auto-fill	N/A	x	1	12,000		
1.11	Lap pool new mechanical equipment	P	x	1	200,000		
1.12	Lap pool tile repair	A	x	1	10,000		
1.13	Lap pool piping	P	x	1	75,000		
1.14	Junior pool new stairs	P	x	1	50,000		
1.15	Junior pool new surface skimmers	N/A	x	1	16,000		
1.16	Junior pool gutter modifications	A	x	1	75,000		
1.17	Junior pool main gutters	A	x	1	40,000		
1.18	Junior pool gutter tile	A	x	1	21,600		
1.19	Junior pool recessed cup anchors	N/A	x	1	4,000		
1.2	Junior pool wall inlet repair and replacement	N/A	x	1	5,000		
1.21	Junior pool auto-fill	N/A	x	1	12,000		
1.22	Junior pool new mechanical equipment	P	x	1	120,000		
1.23	Junior pool tile repair	A	x	1	5,000		
1.24	Junior pool piping	P	x	1	50,000		
1.25	New backwash tank	N/A	x	1	30,000		
2	BUILDING SYSTEMS				765,000	1,855,000	225,000
2.1	Lighting: replace existing with new LED lighting system throughout natatorium	P		1	125,000		
2.2	New mechanical equipment Pool AHU and Heat Pump Change room HRV and heat pump Lobby and administrative offices HRV	P		2		1,555,000	
2.3	Plumbing renovation Plumbing fixtures Piping and fittings Domestic water heating Plumbing labour and installation Pool and change area floor drains	P		2	490,000		
2.7	Building automation system	N/A	X	3		300,000	
2.8	Replace electrical panels and switchgear	P	x	1	150,000		
2.9	Install fire sprinkler protection throughout auditorium						225,000
3	POOL DECK & SEATING AREAS				198,000	9,000	90,000
3.1	Patch and refinish pool deck	A	X	2	160,000		
3.2	Create code compliant stairs for access to seating and terrace areas	A	X	2	18,000		
3.3	Provide level community terrace at west bleacher including guardrail	N/A	X	2			77,000
3.4	New terrace seating at Junior pool	N/A		2		9,000	
3.5	New ADA wheelchair lift to terrace area	N/A			20,000		
3.6	Paint and refurbish east grandstand	A		3			13,000



Opinion of Probable Cost (Cont.)

ITEM	DESCRIPTION	EXISTING	CODE	PRIORITY	BUDGET PRIORITY		
		CONDITION	ISSUE		REQUIRED	ESSENTIAL	ENHANCED
		G = Good A = Adequate P = Poor	x	1 = High 2 = Medium 3 = Low			
4	RESTROOMS & AMENITY SPACES				364,000		42,000
4.1	Complete renovation of Men's and Women's Locker Rooms	P	X	1	364,000		
	Provide additional toilet and urinal compartments and upgrade facilities to ADA compliance						
	Privacy screens for shower facilities						
	Private changing stations and lockers						
	Update flooring throughout locker room and access ramps to be ADA compliant						
	Replace existing lighting with energy efficient LED fixtures						
4.2	Add Universal Family restroom and changing rooms to lobby	N/A		2			42,000
5	LOBBY					86,000	35,000
5.1	New reception desk, casework and power	P	X	2		25,000	
5.2	New floor to ceiling impact resistant glass partition wall	N/A		3			35,000
5.3	New glass entry doors and glazing	A		2		24,000	
5.4	New Flooring Ceiling and wall finishes including built-in displays	A		3		22,000	
5.5	New LED lighting	P		2		10,000	
5.6	New exterior stucco wall enclosure	N/A		2		5,000	
6	BACK-OF-HOUSE					20,000	
6.1	Consolidate storage areas adjacent to junior pool	P		2		20,000	
7	BUILDING SHELL & FINISHES				78,000	310,000	160,800
7.1	Replace exterior lighting with new, energy efficient LED fixtures	A		3		7,000	
7.2	Patch exterior plaster and paint	A		2		153,000	
7.3	New ADA compliant handrails, stairs and ramp	A	X	1	18,000		
7.4	Repair rust on trusses and coat with intumescent fire proofing paint	P	X	1	60,000		
7.5	Replace rotting acoustic ceiling above Junior Pool	P		2		40,000	
7.6	Paint interior walls, ceiling and railings	A		3		35,000	
7.7	Add light reflective acoustic ceiling over Senior Pool	N/A		3			160,800
7.8	Structural reinforcement, equipment pads and re-roofing for rooftop HVAC units	N/A		2		75,000	
CONSTRUCTION COSTS BY BUDGET PRIORITY					2,578,280	4,858,280	5,411,080
					REQUIRED	REQ+ESSENTIAL	REQ+ESS+ENHANCED
	FFE FOR HISTORIC EXHIBIT DESIGN AND INSTALLATION				0	0	100,000
	25% CONTINGENCY				644,570	1,214,570	1,352,770
	10% CONTRACTOR COSTS & FEE				257,828	485,828	541,108
	4% TESTING & INSPECTIONS				103,131	194,331	216,443
	15% ARCHITECTURE & ENGINEERING FEES				386,742	728,742	811,662
	TOTAL PROJECT COST (2021)				3,970,551	7,481,751	8,433,063
					REQUIRED	ESSENTIAL	ENHANCED
	ESCALATION CONTINGENCY 2022 4.5%				4,149,226	7,818,430	8,812,551
	ESCALATION CONTINGENCY 2023 4%				4,315,195	8,131,167	9,165,053
	ESCALATION CONTINGENCY 2024 4%				4,487,803	8,456,414	9,531,655



Proposed Project Budget (2021)

\$3,970,551

Required

\$7,481,751

+Essential

\$8,433,063

+Enhanced

ATTACHMENT C



Urho Saari Swim Stadium

Needs Assessment Report

Prepared for the
City of El Segundo
Parks & Recreation Department

Urho Saari Swim Stadium

Needs Assessment Report

Prepared by
Mithun | Hodgetts + Fung
5837 W Adams Blvd, Culver City,
CA 90232
&
Aquatic Design Group
2226 Faraday Ave, Carlsbad,
CA 92008

For the City of El Segundo
Parks & Recreation Department

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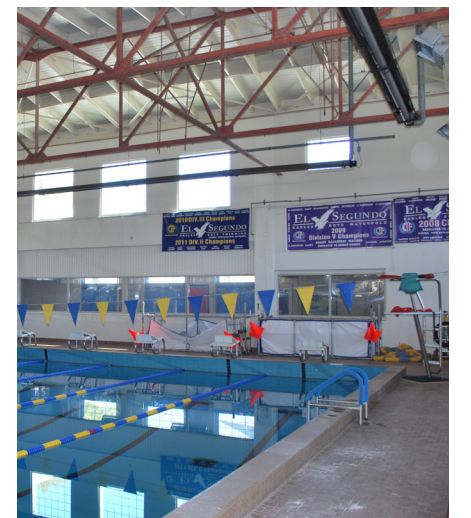
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I. Introduction

Over the past three months the Los Angeles office of Mithun | Hodgetts+Fung Architects, and Aquatic Design Group have combined forces to prepare this assessment of the Urho Saari Swim Stadium in order to validate and determine the scope of renovations required to extend its life well into the future. It has been a privilege to perform this work, for which we made multiple site visits and presentations to both the general public and leadership, as well as creating and analyzing hundreds of responses to a questionnaire distributed to area residents. The results of this effort underscore the pride felt by so many residents as the custodians of a remarkable historic facility, as well as their support for the commitment by the city to transform the historic Urho Saari Stadium into an improved resource for community activities, wellness, and competitions.

It is clear, from the tabulated results of the analysis, that certain upgrades, such as those affecting the pool chemistry, lighting, and air circulation, that action is required if the Plunge is to remain a viable community asset, while other metrics suggest less pressing, but still desirable upgrades, for instance, to the locker-rooms and acoustics. All told, this report identifies and describes nine areas of focus, and weighs the importance of each as an aid to select those worthy of fulfillment.

Finally, and most importantly, the enthusiastic participation of El Segundo's residents, as well as others who enjoy the facility, marks an impressive level of civic engagement which cannot be ignored, and gives us, as designers, a powerful incentive to answer their response with an outstanding design that will once again assume its place as one of the City's most popular destinations.



Scope and Methodology

Mithun | Hodgetts and Fung and Aquatic Design Group visited the swimming pools at the Urho Saari Swim Stadium, an indoor natatorium which consists of two pools, located in El Segundo California, to perform a preliminary Needs Assessment Survey of the pools, pool systems and equipment, and facilities. The swimming pools were not open for use during our visit. Interviews with maintenance and operations staff were conducted during the course of the visit.

The following report is a summary of the existing conditions, code compliances, and maintenance and operations deficiencies for the pool and the pool mechanical equipment. The scope of this report includes the swimming pool, pool deck area, and pool mechanical equipment, but excludes the structural integrity of the pool shell or other appurtenances. It also excludes handicap accessibility in path of travel to the pool area. The pool area, bath & locker rooms, and other amenities are included in the scope of this report and have been analyzed for their functionality and habitability.

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

Certain code compliance issues of the State of California Administrative Code may be due to deterioration and material failures in which the code requires immediate rectification, or the facility is to be shut down. Others may be due to modifications to the code over the years. Providing that the condition is not deemed an immediate health or safety risk, the Authority Having Jurisdiction (AHJ) may allow it to exist as a "grandfathered condition". It is possible that the County Health Department and Department or Department of Building & Safety may require certain, or even all, grandfathered conditions be brought into compliance as part of a renovation project.

In addition to the code compliance issues being of concern to the Environmental Health Department and Building & Safety, they may also be of concern to the City's Risk Manager as well. Given the subjective nature of the interpretation of the code, conditions that may be deemed grandfathered at one point may not be allowed at another time or by a different inspector.

Not included in the scope of this report, but an important area to be reviewed, is the requirement for the facilities to meet the American Disabilities Act (ADA). This includes access to the facilities, restrooms, swimming pools and employee facilities.

Reference Codes & Resources

We received original plans dated 1938 and some pool renovation plans dated 2009. It appears the renovation work designed in 2009 was not constructed based upon the conditions we found on site. For the purpose of this report, the facilities' compliance with current codes will be examined.

The current codes that apply are:

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

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

II. Needs Assessment

Overview

The needs assessment presents a holistic overview of analysis and observations by Mithun and their consultants, facility staff, stakeholders, and the users of the Urho Saari Swim Stadium. The methods of data collection included a site walk conducted by Mithun and their consultants, review of as-built drawings and prior reports, and by written and verbal responses to questions prepared by the design team. Observational data gathering and analysis were conducted throughout the needs assessment phase per the following schedule:

— Facility Analysis	August 6, 2020
— Staff and Stakeholder Assessment	August 20, 2020
— Community Survey (Web based)	September 17 - October 14, 2020
— Community Workshop	October 22, 2020

The following assessment is carefully structured to identify key opportunities to greatly improve the functionality and habitability of the facility. The design team has organized their analysis and observations into the following focus area:

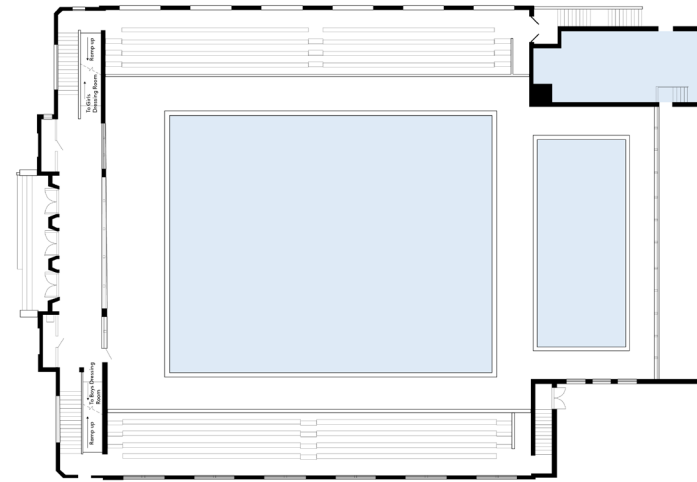
1. Pool & Mechanical Systems
2. Building Systems
3. Pool Deck & Seating Areas
4. Restrooms & Amenities
5. Lobby
6. Back-of-House
7. Building Envelope
8. Programming
9. Maintenance & Operations



MITHUN



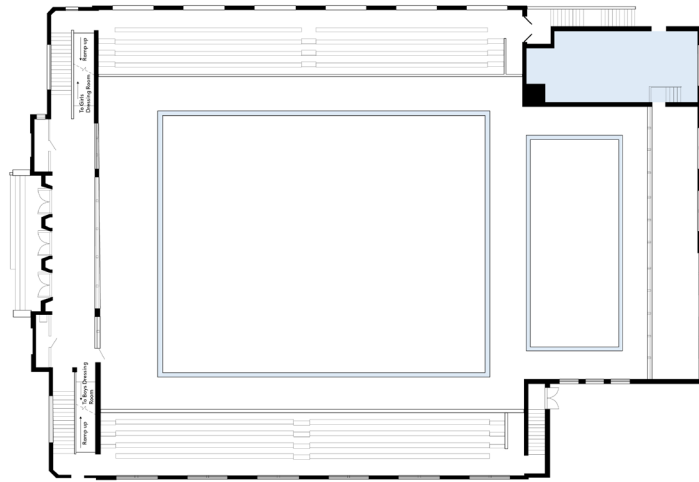
1.0 POOL & MECHANICAL SYSTEMS



1.1 Observations

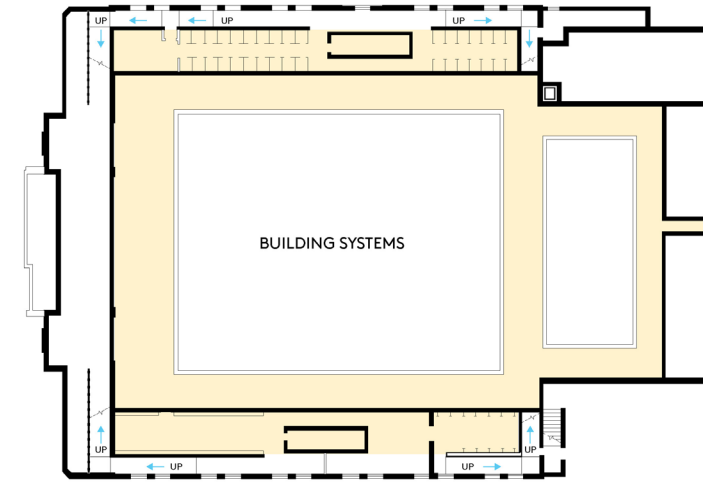
1. The pool gutters at both pools have the water more than 12-inches below the top of deck, which is the maximum riser allowed by code.
2. The swimming pool has a shallow end depth of 4-feet, which exceeds the maximum depth of 3'-6" allowed by code. This results in a special purpose pool designation.
3. The swimming pool has wall inlets to return the filtered and chlorinated pool water to the pool. The main drains are not hydraulically balanced as required by code, creating a suction entrapment hazard.
4. The swimming pool lacks a safety line and safety rope anchors in the pool walls to install a safety rope at the 4'-6" water depth as required by code.
5. The door to the mechanical and chemical areas has a placard for the chlorine tablets, but it lacks the placard for the muriatic acid also stored in this space as required by code.
6. The top of the pool is a raised bond beam that is approximately 6-8 inches above the top of deck. L.A. County Health department has ruled that this raised area conflicts with the code requirement of a minimum of 4-feet of unobstructed walk-way around the entire perimeter of a pool.
7. The swimming pool has a portable drop-in stair for better access which conflicts with code requirements to not allow obstructions in a public swimming pool.
8. The facility is using a portable ADA lift for access to the two pools. Such a portable lift does not comply with ADA requirements for equal access to both pools.
9. The water from both pools is co-mingled as a single body of water which is not allowed per code.
10. The depth markers at the waterline lack the "FT" and "IN" notations as required by code. The deck depth markers lack the universal "No-Diving" symbols as required by code.





1.2 Opportunities

1. Upgrade perimeter gutters to meet code (See Section 8.0 Programming for options)
2. Adjust water height to meet programming needs by way of altering gutters and pool curb
3. Replace main drain under pool piping
4. Install floor inlets to evenly distribute chlorinated water throughout the pool
5. Install rope anchors and floor markings per code
6. Install code required safety signage throughout pool and mechanical rooms
7. Demolish pool curb and replace with modified gutter system to provide code required access to pools
8. Install permanent access stairs and/or ramps to both pools
9. Install permanent ADA access lift to pools
10. Provide separate water filtration and heating systems for both pools
11. Install code required depth markers and "No Diving" signs per code



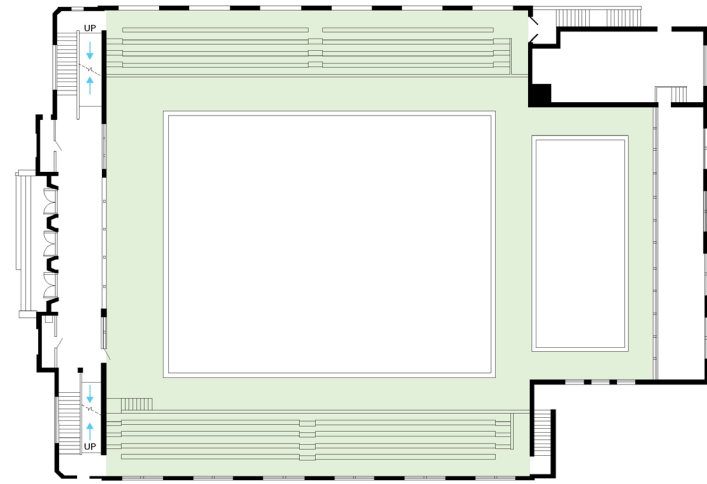
2.1 Observations

1. Windows cause distracting reflections on pool surface creating significant safety issues.
2. Current natural light levels do not provide enough illumination for the facility to operate without supplemental lighting.
3. Halogen light fixtures are outdated and inefficient and frequently need replacement bulbs
4. Rooftop vents do not provide adequate ventilation at the deck level resulting in damp smell and poor air quality within the natatorium
5. Overhead radiant heaters do not provide adequate thermal control throughout natatorium. Users and staff identified heating during the winter months as the primary thermal comfort issue.
6. Acoustic treatments limited to the junior pool ceiling, where the tiles are rotting and do not provide ample acoustic attenuation, resulting in a harsh and reverberant acoustic environment. No sound isolation between mechanical room and pool area. Staff identified acoustics as critical to a safe swimming environment.
7. Staff identified the need for a central PA system for program announcements, music, and events.
8. Staff identified the need for better ventilation and air conditioning in the second-level offices

2.2 Opportunities

1. Lighting: Replace LED lighting throughout natatorium
2. New ventilation system with pool level intake
3. New Heating/Air conditioning for Natatorium
4. New split-system heating/cooling for locker rooms
5. Replace rotting acoustic tiles above auxillary pool and add acoustic attenuation in Natatorium
6. Improve ventilation and add mini-split system to staff offices
7. Update plumbing in locker rooms to provide on-demand water heating





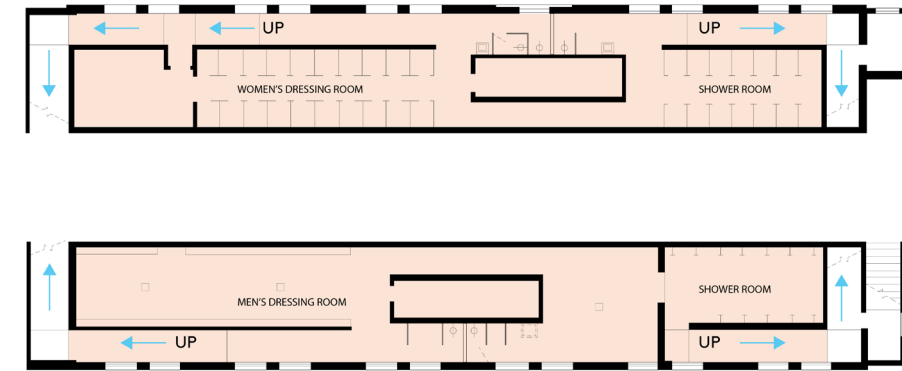
3.1 Observations

1. Access to seating areas from pool deck is limited to a single stair at east stand that is not code compliant
2. Seating rows extend beyond maximum allowable length without an intervening aisle.
3. Seating options are limited to benches designed for large capacity crowds. Users observed that there are no comfortable seating options while observing swim lessons or pausing between workouts.
4. Minimal termite infestation was observed on the grandstand and should be further investigated.
5. Deck level drainage slopes toward pool where a series of floor drains collect water. Code requires that drainage be sloped away from the pool.
6. Non-slip tile surfaces appear to be eroded throughout the pool deck where users observed that the slippery floor is a safety concern.
7. Safe access to both the junior and senior pools is impeded by a raised curb surrounding both bodies of water.
8. No clear sight line from the grandstand to the junior pool.
9. Users commented that there are no seating options surrounding the junior pool for parents observing their children’s swim lessons.



3.2 Opportunities

1. Raise pool deck to align with curb to create level access to pool.
2. Create code compliant access from pool deck to both grandstands
3. Provide ADA compliant seating areas at the pool deck level.
4. Provide new seating adjacent to the junior pool.



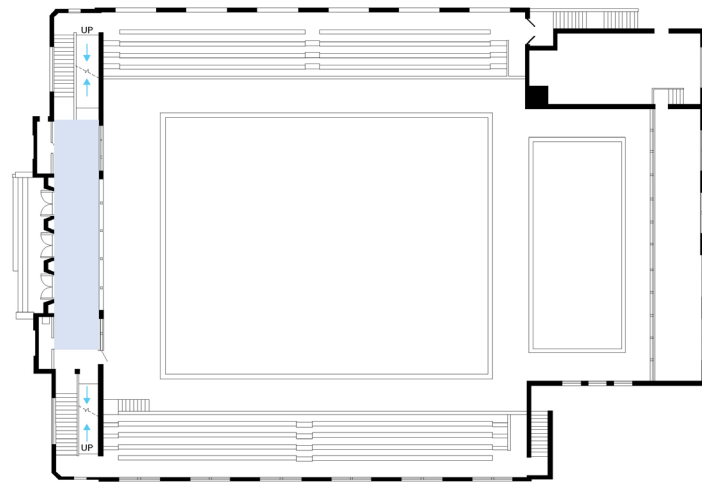
4.1 Observations

1. Restrooms do not meet current code requirements for fixture counts and accessibility requirements.
2. Inefficient use of space in changing stalls and makeup stations
3. Ramps do not meet ADA codes: railing, slope, landing and surfacing
4. Users noted that the showers do not provide consistent hot water
5. No privacy partitions in showers and changing areas
6. No secure and private location for changing and locker storage
7. Lighting is dated and inefficient. Users noted that the locker rooms are poorly lit
8. No separate family restroom facilities are provided
9. Confined access aisles to dressing rooms and showers
10. Staff noted that users of the adjacent playing fields often try to use the restroom facilities in the natatorium. There is no separate access to the restrooms from Richmond field.



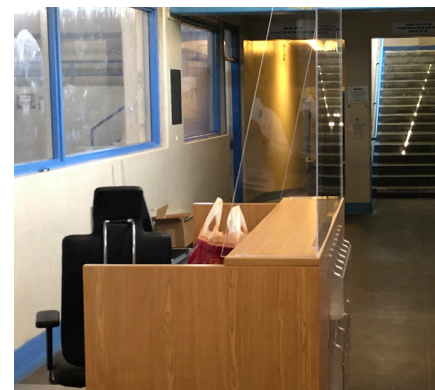
4.2 Opportunities

1. Provide additional lavatories and toilets in existing locker rooms and upgrade existing fixtures and stalls to be ADA compliant.
2. Add family restrooms at pool deck level
3. Privacy screens for shower facilities
4. Privacy changing stations and lockers
5. Update flooring throughout locker room and access ramps
6. Replace existing lighting with energy efficient LED fixtures



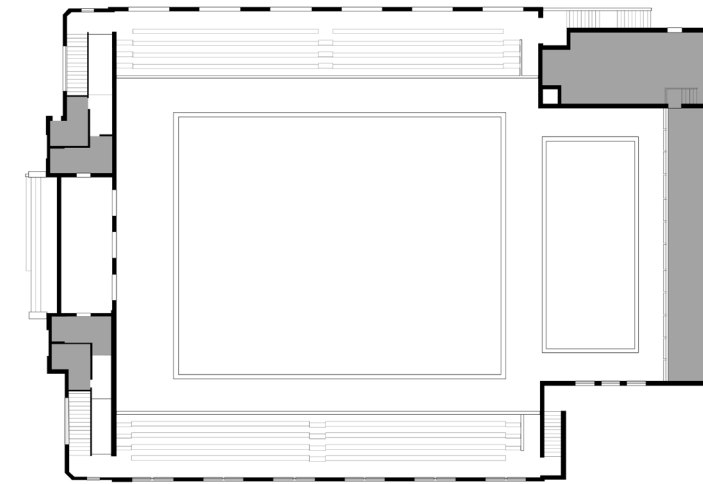
5.1 Observations

1. Radiant gas heaters are inefficient and ineffective at thermal control
2. Location of reception desk creates a bottleneck at the entry area and impedes code-required accessibility to the facility
3. No permanent power and data is provided at the reception desk.
4. Lobby circulation is confusing and wayfinding is inadequate
5. No consolidated control point at check-in desk
6. Users noted that check-in for class reservations and access to the facility is confusing and time-consuming, resulting in overcrowding in the lobby
7. The lobby is decorated with murals, memorabilia, and ephemera related to the history of the building and athletes' accomplishments. Users and staff noted that the history is a significant asset to the building.



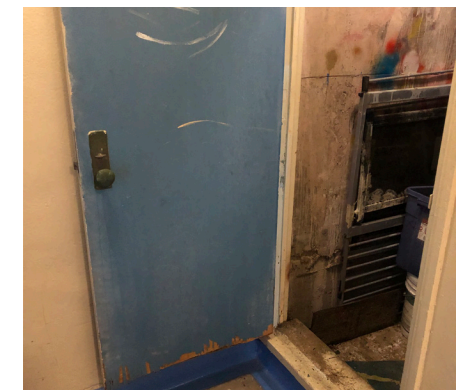
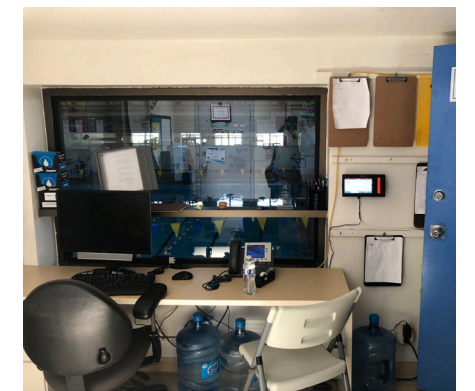
5.2 Opportunities

1. Expand lobby to increase queue area and create permanent reception desk at new location
2. Create new accessible staff office adjacent to reception area
3. Supply permanent data and power to reception desk.
4. Create single point of access to facility
5. Restore murals and add new display capacity
6. Install wayfinding and other graphic signage



6.2 Observations

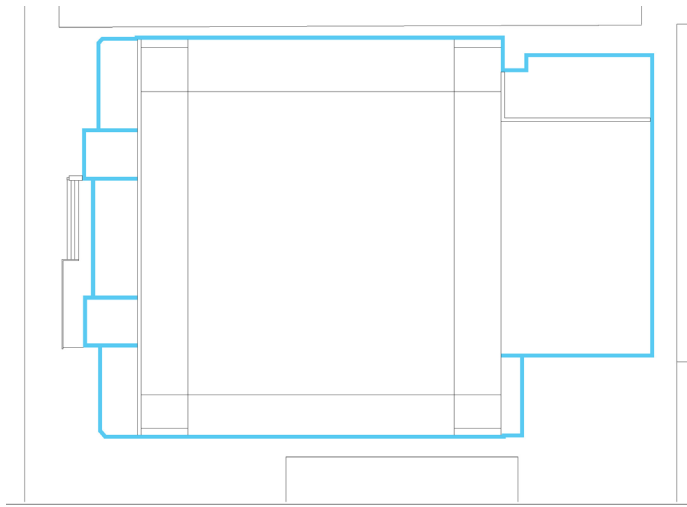
1. Storage closets are dispersed throughout the perimeter of the facility with no coherent organization
2. Storage rooms have odor suggesting grime or mold. If they continue to be used, further investigation into the cause of the mold should be conducted
3. Props for swim classes are stored in mechanical room areas, creating impediment on maintenance access space
4. Staff offices are located on the second level and do not provide equal access for employees
5. Staff noted that the guard office is too small, oddly shaped, and does not offer views of the pool deck or quick access in case of an emergency.
6. Loading of chemicals to the facility occurs on a direct route across the pool deck
7. Pool equipment and furniture are stored on pool deck, restricting circulation.



6.2 Opportunities

1. Considerable storage areas in new location adjacent to auxiliary pool
2. Relocate guard office to a position with direct sight lines and access to pool deck





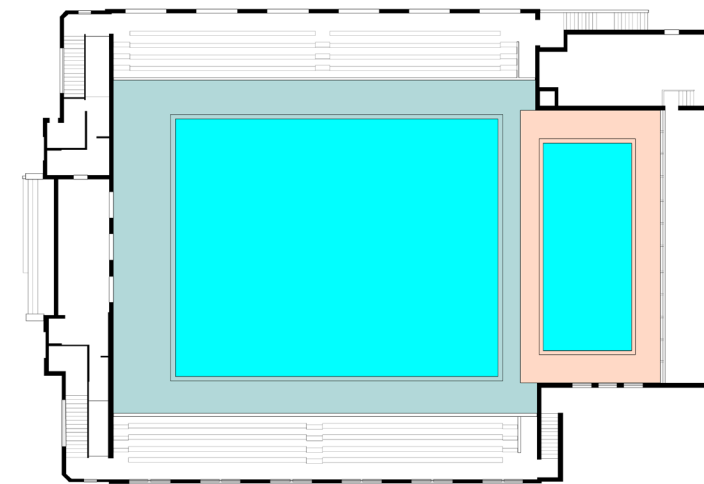
7.1 Observations

1. Minor dry rot damage observed at windows above terrace
2. Mismatched paint on rear of building presumably due to graffiti
3. Exterior doors are faded and rusting where paint has begun to peel off
4. Minor rust on roof trusses was observed but does not pose any threat to the structural integrity
5. Ramp and stair railings do not meet current code requirements
6. Site lighting fixtures are dated and inefficient
7. No bike parking or designated accessible drop-off area.
8. Exterior door hardware is rusted and paint has been stripped away causing minor deterioration from rust



7.2 Opportunities

1. Replace exterior lighting with new, energy efficient LED fixtures
2. Patch exterior plaster and paint to restore original facade
3. New ADA compliant handrails and guardrails
4. Site furnishings and landscape



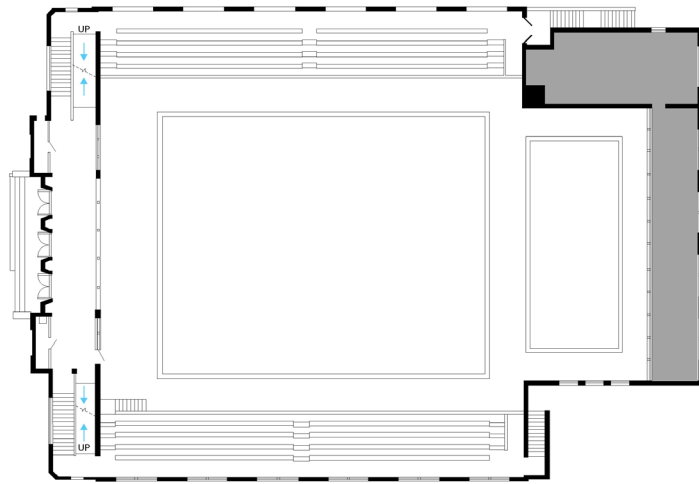
8.1 Observations

1. Junior pool is not deep enough for adult water aerobics classes
2. The Senior pool currently operates as a special use pool due to the shallow end depth exceeding the maximum allowable by code of 3'-6". The shallow end cannot be lowered to 3'-6" without significant demolition and reconstruction of the gutter system.
3. The Senior pool depth is adequate for the function of lap swimming, some recreation, and diving but is not currently deep enough for competitive water polo without raising the water level
4. Users overwhelmingly support more time for lap swimming and free swim which, according to the survey, is the primary reason for attending the plunge for most users.
5. With the Wiseburn pool serving the programming needs for a competitive swim environment, staff and users observed that The Plunge should serve as a facility for recreational swimming and a "fun, neighborhood vibe."
6. Both users and staff would like to see more variation in swim instruction at all age levels and abilities
7. The Plunge was designed to support large crowds for competitive water polo and swimming and is historically known for its connection to the coach Urho Saari

8.2 Opportunities

1. Raise the gutters and surrounding pool deck in the Junior pool area to provide a multi-function pool that can support water aerobics classes, junior swim lessons, and recreational swimming and wading for children
2. Adjust water level in Senior pool to support lap swimming, water polo, and diving, as originally designed





9.1 Observations

1. The filter tanks are rusting and have been repaired numerous times and should be replaced
2. The existing pump strainer is a cast iron strainer that cannot be readily serviced
3. A review of the staff chemical logs indicates the staff is hand feeding sodium bicarbonate to raise total alkalinity.
4. Pump, filtration, heating and chemical systems are currently manually operated
5. There is no fixed access to the roof for maintenance of rooftop equipment and gutters



9.2 Opportunities

1. Install new strainer system of corrosion resistant fiberglass with clear lids so maintenance staff can observe when the system needs to be cleaned
2. Replace corroding metallic piping to reduce deferred maintenance
3. Upgrade electrical panels to avoid ongoing maintenance
4. Install automated CO2 system in conjunction with acid feed
5. Install total system controller for both pools to allow remote access to the systems by city staff to reduce labor

The following chart is a summary of potential improvements for the facility. These items, referenced as opportunities in the prior needs assessment detail, have been identified through a combination of user, staff and stakeholder input and the design expertise of Mithun and their consultants.

These proposed improvements present the most significant and necessary upgrades that the design team will consider for in-depth studies, which will include the creation of alternative concepts and associated cost estimates to be present to the Parks & Recreation Commission.

We have associated a priority level to each of the potential improvements based upon a weighted evaluation of the following factors:

- Improvement to functionality and habitability
- Code requirement or potential health and safety concern
- Affect on operations and maintenance
- Expanded programming opportunity

ITEM	DESCRIPTION	EXISTING	CODE	PRIORITY
		CONDITION	ISSUE	
		G = Good		1 = High
		A = Adequate		2 = Medium
P = Poor		3 = Low		
1 POOL & MECHANICAL SYSTEMS				
1.1	Upgrade perimeter gutters to meet code (See Section 8.0 Programming for options)		CBC, Chapter 31B Section 3136B	3
1.2	Adjust water height to meet programming needs by way of altering gutters and pool curb		CBC, Chapter 31B Section 3109B	3
1.3	Replace main drain under pool piping		CA AB1020	1
1.4	Install floor inlets to evenly distribute chlorinated water throughout the pool		CBC, Chapter 31B Section 3137B	3
1.5	Install rope anchors and floor markings per code		CBC, Chapter 31B Section 3110B	2
1.6	Install code required safety signage throughout pool and mechanical rooms		C.F.C.	3
1.7	Demolish pool curb and replace with modified gutter system to provide code required access to pools		CBC, Chapter 31B Section 3114B	3
1.8	Install permanent access stairs and/or ramps to both pools		CBC, Chapter 31B Section 3108B.4	3
1.9	Install permanent ADA access lift to pools		ADA	1
1.1	Provide separate water filtration and heating systems for both pools		CBC, Chapter 31B Section 3123B.1	3
1.11	Install code required depth markers and "No Diving" signs per code		CBC, Chapter 31B Section 3110B.4.4	3

ITEM	DESCRIPTION	EXISTING	CODE	PRIORITY
		CONDITION	ISSUE	
		G = Good		1 = High
		A = Adequate		2 = Medium
		P = Poor		3 = Low
2 BUILDING SYSTEMS				
2.1	Lighting: replace LED lighting throughout natatorium	P		1
2.2	New ventilation system with pool level intake	P		2
2.3	New Heating/Cooling Conditioning for Natatorium	A		1
2.4	New split-system heating/cooling for locker rooms	P		2
2.5	Replace rotting acoustic tiles above auxiliary pool and add acoustic attenuation in Natatorium	P		2
2.6	Improve ventilation and add mini-split system to staff offices	A		3
2.7	Update plumbing in locker rooms to provide on-demand water heating	A		3
3 POOL DECK & SEATING AREAS				
3.1	Raise pool deck to align with curb to create level access to pool	A	X	2
3.2	Create code compliant stair access to both grandstands	A	X	2
3.3	Provide ADA compliant seating areas at the pool deck level	N/A	X	1
3.4	New terrace seating adjacent to the auxiliary pool	N/A		3
3.5	Renovate grandstand and provide alternate seating options	A		3
4 RESTROOMS & AMENITY SPACES				
4.1	Provide additional lavatories and toilets in existing locker rooms and upgrade existing fixtures and stalls to be ADA compliant	P	X	1
4.2	Add family restrooms at pool deck level	N/A	X	2
4.3	Privacy screens for shower facilities	N/A		3
4.4	Private changing stations and lockers	A		3
4.5	Update flooring throughout locker room and access ramps	A	X	2
4.6	Replace existing lighting with energy efficient LED fixtures	P		2
5 LOBBY				
5.1	Expand lobby to increase queue area and create permanent reception desk	A		2

ITEM	DESCRIPTION	EXISTING	CODE	PRIORITY
		CONDITION	ISSUE	
		G = Good		1 = High
		A = Adequate		2 = Medium
		P = Poor		3 = Low
5.2	Create new accessible staff office adjacent to reception area	N/A	X	2
5.3	Permanent data and power to reception desk	A		3
5.4	Create single point of access to facility			
5.5	Restore murals and add new display capacity			
5.6	Install wayfinding and other graphic signage			
6 BACK-OF-HOUSE				
6.1	Consolidate storage areas in new location adjacent to auxiliary pool	P	X	2
6.2	Relocate guard office to a position with direct sight lines and access to pool deck			
7 BUILDING ENVELOPE				
7.1	Replace exterior lighting with new, energy efficient LED fixtures	A		3
7.2	Patch exterior plaster and paint	A		3
7.3	New ADA compliant handrails and guardrails	A	X	1
7.4	Site furnishings and landscape	P		3
8 PROGRAMMING				
8.1	Raise the gutters and surrounding pool deck in the Junior pool area to provide a multi-function pool that can support water aerobics classes, junior swim lessons, and recreational swimming and wading for children			
8.2	Adjust water level in Senior pool to support lap swimming, water polo, and diving, as originally designed			
9 MAINTENANCE & OPERATIONS				
9.1	Install new strainer system of corrosion resistant fiberglass with clear lids so maintenance staff can observe when the system needs to be cleaned			
9.2	Replace corroding metallic piping to reduce deferred maintenance			
9.3	Upgrade electrical panels to avoid ongoing maintenance			
9.4	Install automated CO2 system in conjunction with acid feed			
9.5	Install total system controller for both pools to allow remote access to the systems by city staff to reduce labor			

Community & Stakeholder Outreach

Maintenance & Operations

How are guests welcomed at the entry to the facility? Is there a check-in process?

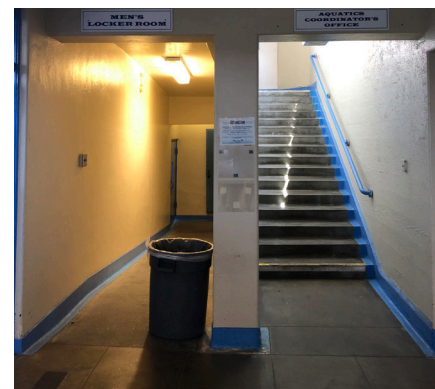
- Guests currently enter through the main front doors and are greeted by the front desk person. Here they are scanned in, or verbally checked in with COVID protocols.
- One issue with this form of check-in is the fact that people can bunch up easily due to there being little space around the front desk. There is no good flow of traffic especially when it comes to being able to form a line
- Athletics have issue of closing building, card system & cash

Do you want to maintain public access to the stairs leading to the staff offices?

- Because the stairs, which lead to the staff offices, also lead to both areas of stadium seating, I do not see a reason that the public should not be able to access these. As it is, there is no real issue with these stairs being shared for office access and bleacher access.

Are you open to relocating staff offices to address accessibility issues? How often are the staff offices occupied on a given day?

- The coordinator office (located on south east side of building) is conveniently located. It looks out over the pool deck so you can see the staff and if there are any issues. The only thing you cannot see is the south west tower. It is also placed in a position that lets you easily access both the deck and the front desk in case assistance is needed.
- The guard room (located on the south west side of the building) can absolutely be relocated. It is small, oddly shaped, and difficult to access the deck if needed. It also lacks a window which means it has no view of the pool deck. Ideally, the guard room should be in an area that has view of the pool/deck, as well access the pool deck. If these things can be accommodated with the office being moved to address accessibility issues that would be great.



STAKEHOLDER ASSESSMENT

Is the communication system adequate?

- No. It would be great to have a built in PA system to the pool. Uses for this would include announcements, music, and events.
- An entire AV system would be the most ideal. The ability to easily show video from any device as well as easily play sound.

What should govern our approach to amenities and privacy in the changing room?

- The largest benefit of the locker rooms at the plunge would be the size. There is an abundance of space for changing, storing belongings, and showering.
- The biggest downside is the level of comfort. The materials used (Marble, concrete, tile) makes the space feel cold and dirty. The lighting is also an issue as there are many spots in the locker rooms that are dark from poorly placed lights. The showers also take up to 6 minutes to warm up wasting water
- Moving forward site is not geared for competition
- Check room no longer used and no attendant on duty

How are deliveries received at the facility? What are specific storage needs for pool chemicals?

- Pool chemicals are rolled directly across the pool deck to the chemical room.

Does the current storage capacity meet the facility's needs? Should some items for storage be grouped separately?

- The storage capacity at the pool has always been extremely limited.
- The way items are currently grouped are as follows:
 - » South West upstairs closet: Staff uniforms and special event supplies. Small space for what it is storing
 - » South West downstairs closet - Asbestos ridden room. Holds old training equipment and trophies
 - » Storage in lobby - cleaning closet - needs better ventilation, more space, and better shelving
 - » Storage in lobby 1 - Asbestos ridden. Unused and permanently locked.
 - » South East downstairs closet: - Asbestos ridden, currently holds paint and other chemicals. Poor ventilation.
 - » West deck storage in women's locker room - User group storage
 - » East deck storage in men's locker room - User group storage and pool equipment
- Overall, storage needs to be seriously considered and updated



Facility & Building Systems

How often are the grandstands used for competitions? Are there ever crowds large enough to necessitate both stands?

- The grandstands are used frequently. They are heavily occupied during swim meets, water polo games, swim lessons, and special events. Basically, all our programming besides basic lap swimming has patrons in the stands.
- Crowds could most likely be combined into one stand except for water polo games and swim meets. It is nice to have the two separate stands for opposing teams to occupy.
- Parents, teams, organizing in stands. More than adequate. Think about max capacity for single event.



When do you find the acoustics in the pool hall problematic?

- Acoustics are difficult during several activities. The natural echo of the building causes difficulty hearing coaches and lifeguards as they attempt to yell to swimmers. It is also extremely difficult to make announcements on speakers, or even play music.
- The noise from the boiler room is also quite loud.
- ACOUSTICS – Focus on safety of communication from lifeguards. VERY CRITICAL FROM SAFETY STANDPOINT.



Is lighting adequate in the pool hall? Is there enough natural light to operate during the daytime without artificial lighting?

- The lighting is adequate at the plunge. The lights do however frequently burn out.
- There is not enough natural light to operate during the daytime without light. Although the building does get bright, the lights still need to be on.
- LIGHTS – Safety issue with glare & quite dim inside. Better natural light solutions.



How often does the temperature in the building exceed normal comfort levels? Is it often too hot or too cold? What areas of the building are most susceptible to temperature extremes?

- All areas of the plunge can experience temperature extremes during both the summer and the winter. In order to get adequate ventilation, all windows must be opened.

STAKEHOLDER ASSESSMENT (contd)

- Lobby: Adequate heating with lamps above front desk. When it gets too hot the doors can be opened for air. Only bad on extremely hot days
- Offices: Little ventilation so will get unbearably hot during the summer and extremely cold during the winter.
- Locker rooms – Heaters work at about 10%. Need to fix this issue as it can get very cold. Never gets too hot.
- Pool deck: Can get far too cold and far too hot. Breeze comes in from west windows but on hot days does not help much. Deck heaters operate at about 10% and do a poor job at heating the hall.

Does the facility support two separate programs occurring simultaneously in the two pool areas?

- The facility does support separate programs occurring simultaneously. The small pool can run parent and me classes while running lap swim or other activities in the competition pool.

Please elaborate on the current programming constraints due to the pool configurations

- Currently for water polo games to be ran the pool must be raised 13 inches to make it deep enough. This is an issue that stems from the shallow area of the competition pool being only 4 feet deep.
- Another issue is that it is difficult to see the instructional pool from the stands. Parents are required to stay in the stands for their children's class, so they sometimes complain about being unable to see their kids.

Is there a desire to create a uniform specification for pool equipment and filtration systems between the two aquatic facilities?

- FILTRATION: Don't follow pattern @ Wiseburn

Vision

Does the city have any long-term sustainability goals that should be considered by the design team for The Plunge renovation?

- E/V or green building would be nice but not if it has to forfeit ANY functionality
- EXTREMELY important is ease of running the facility. The Aquatics Center has many moving parts (bulkheads, pool tarps, flag poles etc) that constantly are needed to be moved and put strain on time and staff. Facility MUST be staff friendly.

Is it important to continue to connect the identity of the facility with Urho Saari? Is it important to display the murals, trophies and ephemera in a prominent location?

— The Plunge is an extremely historical building. From Urho Saari being the first aquatics coordinator, to him coaching the Olympic team to it being named the Urho Saari Swim Stadium, I believe that the pool should be connected to Saari. It is important to update and renovate, however the history in this building is what makes it so special to so many people. I myself took swim lessons as a child, participated in youth swim team, played water polo throughout high school, and now work full time all at the Plunge. The history is what makes it special is why it should be preserved.

— I believe the murals and trophies have always been an important part of the pool, and the El Segundo community. Many people admire them when they enter the facility. That being said, the location is not as important, especially if it obstructs functionality.

Do you envision a relationship between the Richmond St. Field and the swim stadium?

— The only reason to form a relationship would be for restrooms, however I recommend this not be done. It is difficult enough to run an operation of this size, and not necessary to add in more regulation of patrons.

How can the plunge support broader community needs? What new events and programs would you like to see in the renovated facility?

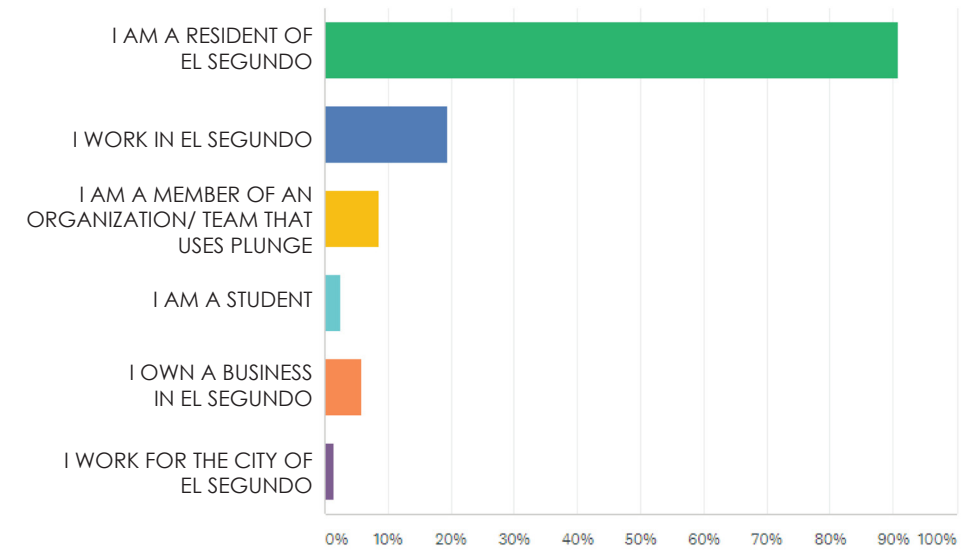
— The community loves the plunge and its attractions. They love the diving board, the obstacle course, and the special events there. Making this as much as a “fun community pool” as possible would be the most ideal. This means water attractions, slides, diving boards, etc. Anything to add to the fun and allow us to run better events.

— I would like to see more swim lessons, more recreation/family swims, and more special events at the plunge. I envision the Aquatics Center being a competitive facility, and the plunge being a community service pool for the needs of El Segundo.

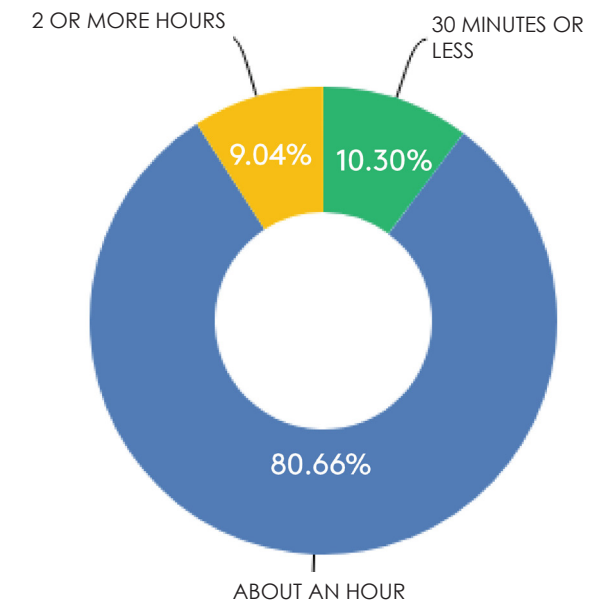
— Neighborhood recreation vibe.

— Wiseburn the competition center

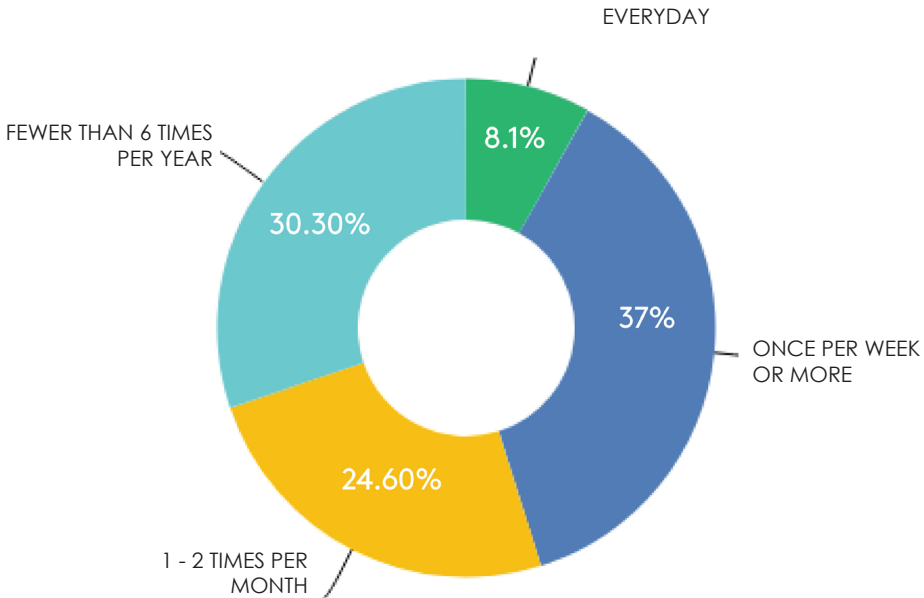
1. Please tell us about yourself. Select all that apply:



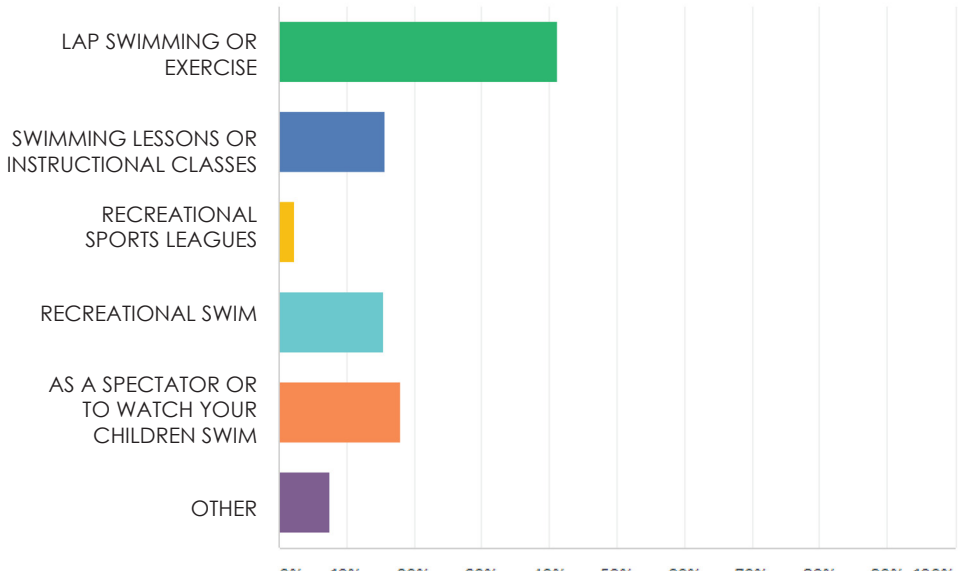
2. How long do you spend at The Plunge during your visit?



3. How often do you use a pool as a form of exercise or recreation ?



4. What is your primary reason for attending The Plunge?



5. As a swimmer, what enhancements to the facility would make your visit more enjoyable?

Selected Responses

1. Improved locker room with better lighting.
2. Cleaner and consistent warm water
3. Improve gutters where they are on the deck for pool overflow and not under the deck.
4. Let's just get it fixed and cleaned up. Decades of planned deferred
5. maintenance have all but destroyed one of the true gems and communal assets we have in El Segundo.
6. More natural light and updated/ more modern look and facilities

Summary of Community Response

1. Modernize locker room facilities with improved lighting, thermal comfort, and privacy
2. New gutters in the pool for faster water and improved circulation
Consistent, warmer pool temperature
3. Improve the air quality and thermal comfort on the pool deck and in the locker rooms
4. Reduce glare on pool water and improve natural lighting
5. Improve access to swimming pool from deck: slip-resistant flooring, eliminate curbs, and additional ladders.

6. As a spectator, what enhancements to the facility would make your visit more enjoyable?

Selected Responses

- 1. More seating to relax. Lounge chairs
- 2. The ceiling needs to be opened up to allow more light into this building
- 3. Create family changing & toilet rooms so that fathers can accompany daughter
- 4. More comfortable seating, ventilation, fresh air, charging ports, sound improvement since there is a loud echo, water bottle fillers.
- 5. Be allowed to be with my kids when they swim not stuck in the bleachers.

Summary of Community Response

- 1. Improved seating options closer to small pool
- 2. Better ventilation and natural light
- 3. Family restrooms
- 4. Improved access to seating areas
- 5. Amenities such as wifi, charging stations, and sound system

7. What new programs would you like to see at the facility?

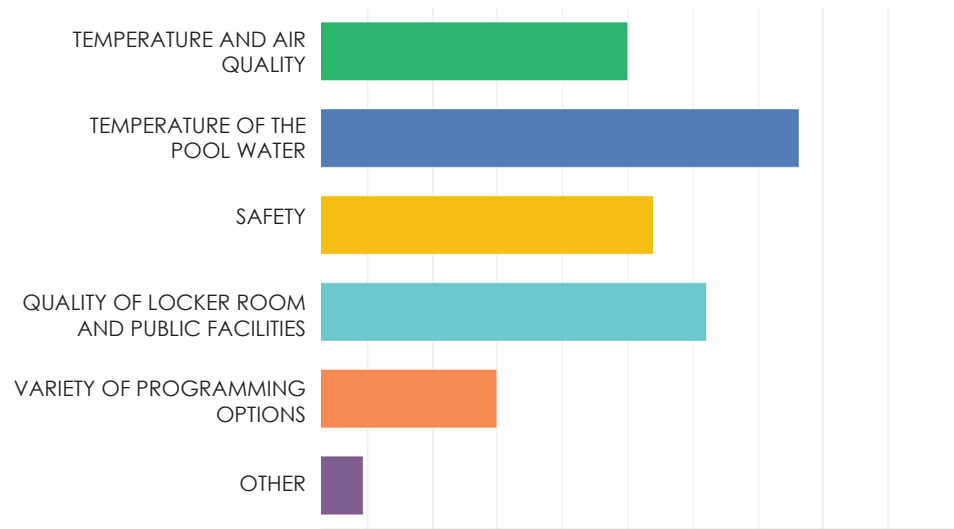
Selected Responses

- 1. Designated lanes for water walking/ slow lanes
- 2. Having it open consistently for rec and lap swim
- 3. Bring back diving. High dive and diving lessons.
- 4. Water walking in the shallow pools
- 5. Open 7 days per week

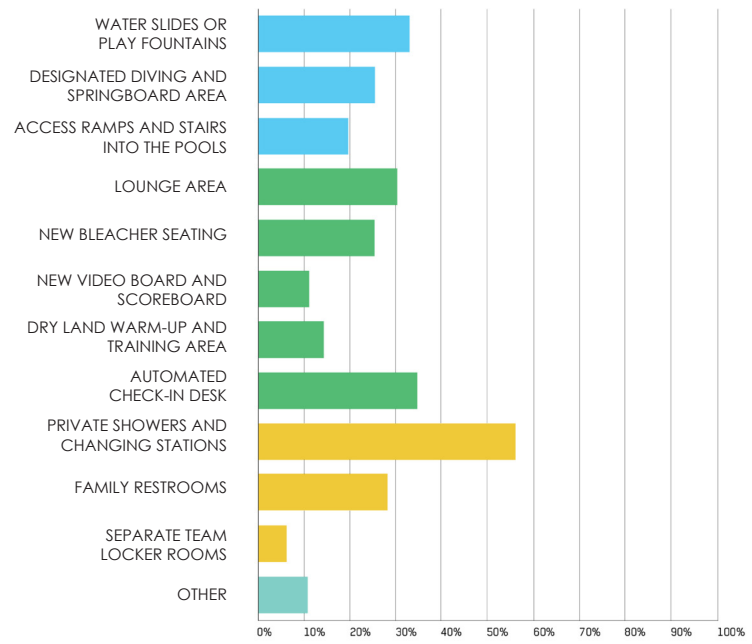
Summary of Community Response

- 1. Expand programs for kids and seniors
- 2. Swim lessons for all skill levels
- 3. Reserve lanes for lap swimming at all times
- 4. Expand diving program
- 5. Verify ramp width
- 6. Inefficient use of space in changing stalls and makeup stations

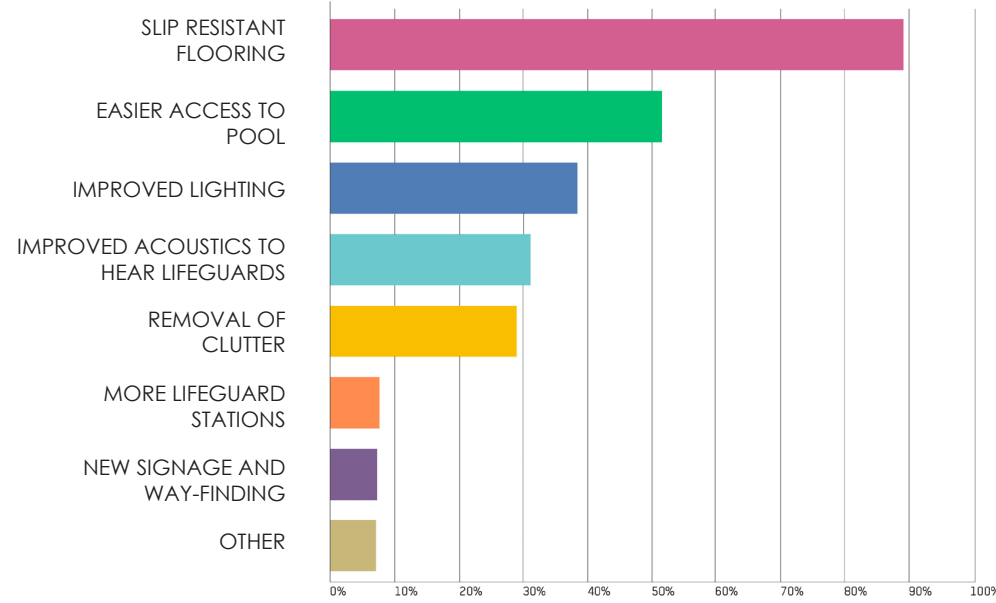
8. What elements or features of the facility are most important to you? Select 3:



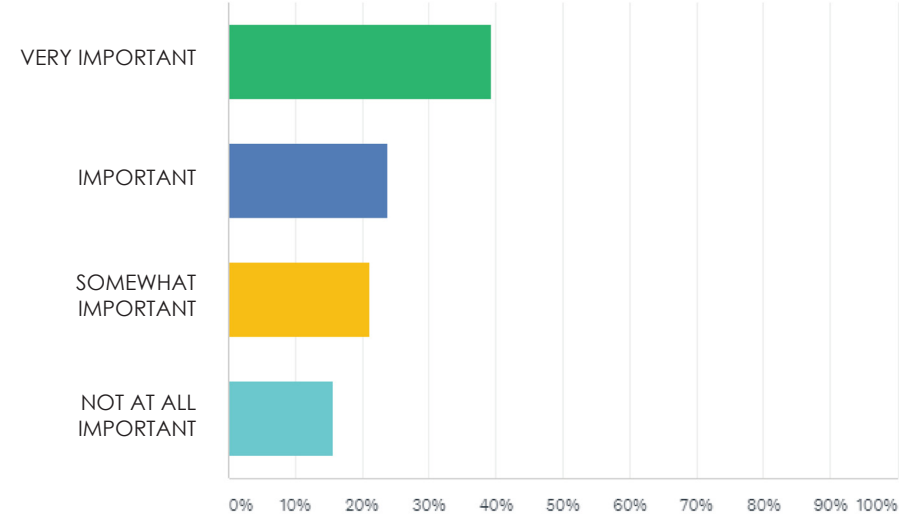
9. What new features would you be most interested in seeing at the facility? Select 3:



10. What safety features would most improve the facility? Select 3:



11. How important is it to preserve the historical significance of The Plunge?





ATTACHMENT D



**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN SERVICES
BETWEEN
THE CITY OF EL SEGUNDO AND**

This AGREEMENT is entered into this ___ day of _____, 2019, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and _____, a _____ corporation ("CONSULTANT"). The parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed _____ for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the

tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK.** N/A.

7. **FAMILIARITY WITH WORK.** By executing this Agreement, CONSULTANT agrees that it has:

- A. Carefully investigated and considered the scope of services to be performed;
- B. Carefully considered how the services should be performed; and
- C. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM.** The term of this Agreement will be from [redacted] to [redacted] [or for [redacted] years from [redacted]], unless otherwise terminated pursuant to Section 15.

9. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: **Quote.**

B. Exhibit B: .

11. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

12. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

13. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time upon thirty days' written notice.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

17. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

18. INDEMNIFICATION. This Agreement contemplates that CONSULTANT will act both as a design professional (as defined by Civil Code § 2782.8) and for other management services. Accordingly, CONSULTANT agrees to provide indemnification as follows:

- A. **CONSULTANT must save harmless, indemnify and defend CITY and all its officers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property arising from, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives.** CONSULTANT's duty to defend consists of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault will be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY; CONSULTANT and CITY must each pay half the mediator's fees. Notwithstanding the above, in the event one or more defendants to a Claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT must meet and confer with the CITY regarding unpaid defense costs.
- B. *Defense For All Non-Design Professional Liabilities.* Notwithstanding the foregoing and without diminishing any rights of the CITY under subsection A, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT must defend, indemnify, and hold harmless Indemnitees from and against any and all damages, costs, expenses (including reasonable attorneys' fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.
- C. For purposes of this section "CITY" includes CITY's officers, officials, employees,

agents, representatives, and certified volunteers.

- D. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The insurance coverage to be maintained by CONSULTANT as required by Section 22, will not limit the liability of CONSULTANT hereunder. The provisions of this section will survive the expiration or earlier termination of this Agreement.

19. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

20. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

22. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88, or equivalent. The amount of insurance set forth above will be a combined single limit per occurrence for bodily

injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. CITY’s additional insured status will apply with respect to liability and defense of suits arising out of CONSULTANT’s acts or omissions. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY valid Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, a copy of an Additional Insured endorsement confirming CITY has been given Insured status under the CONSULTANT’s General Liability policy, and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 15.

23. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

24. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

25. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Address

If to CITY:

City of El Segundo

Address
Phone
Attention: Name

350 Main Street
El Segundo, Calif. 90245
Attention:

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

26. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

27. SOLICITATION. CONSULTANT warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

28. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

29. INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

30. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. ENTIRE AGREEMENT. This Agreement, and its Exhibits, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are [REDACTED] Exhibits to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

32. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

33. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

34. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to

engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

35. ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic (.pdf) or facsimile transmission. Such electronic or facsimile signature will be treated in all respects as having the same effect as an original signature.

36. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

37. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

38. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

39. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO

NAME

Greg Carpenter,
City Manager

By:
Its:

By:
Its:

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:

Mark D. Hensley,
City Attorney

Insurance Approved by: _____