

SERVICES AGREEMENT

SERVICE FIRST

[Annual Swimming Pool Maintenance Services- RFP No. 2012]

On this _____ day of _____, 2020, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and SERVICE FIRST a California corporation (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of annual swimming pool maintenance services at various City locations (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for the initial term beginning June 1, 2020, and terminating June 30, 2023, unless otherwise terminated pursuant to the provisions herein. City and Contractor shall have the option, upon mutual written agreement, to extend the term for two (2) additional one-year terms, for a total term not to exceed five (5) years, based upon acceptable performance by the Contractor, acceptable fees, and subject to the same terms and conditions of this Agreement.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the term of this Agreement a Contract Price of Twenty One Thousand Nine Hundred Ninety Three Dollars (\$21,993.00) for the period beginning June 1, 2020, and ending June 30, 2020, and Two Hundred Seven Thousand Nine Hundred Ninety Nine Dollars (\$207,999.00), per year, for the period beginning July 1, 2020, and ending June 30, 2023, for a total Contract Price of Six Hundred Forty Five Thousand Nine Hundred Ninety Dollars (\$645,990), unless an increase is agreed to by the parties. The City shall have authority to issue a change order up to 25% of the contract price for each of the following periods: June 1, 2020 through June 30, 2020; July 1, 2020 through June 30, 2021; July 1, 2021 through June 30, 2022; and July 1, 2022 through June 30, 2023. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the

Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at

its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall

provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

<u>To City</u>	<u>To Contractor</u>
Parks, Recreation and Community Services Department	SERVICE FIRST
City of Riverside	Attn: Rich Rohr, General Manager
Attn: Randy Solis	2510 N. Grand Ave., Ste. 110
6927 Magnolia Ave.	Santa Ana, CA 92705
Riverside, CA 92506	

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

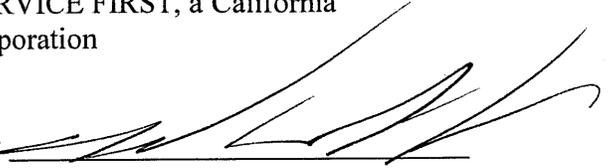
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

SERVICE FIRST, a California corporation

By: _____
City Manager

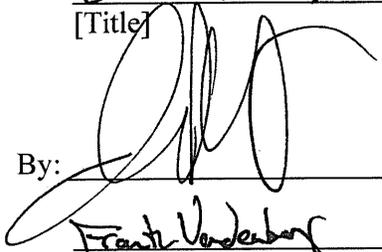
By: 
MARK BULHER
[Printed Name]

Attest: _____
City Clerk

SECRETARY
[Title]

Certified as to Availability of Funds

By: _____
CFO/Treasurer

By: 
Frank Vandenberg
[Printed Name]

President
[Title]

Approved as to Form:

By: Elliot Min
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A

Scope of Services / Technical Specifications

1. General

The basic service obligations of the contractor shall include, but not be limited to, the following:

- Vacuum pool
- Clean pool tiles, pump strainers, and basket strainers
- Brush pool plaster
- Clean back-wash filters
- Test pool water chemistry (i.e. chlorine, pH, alkalinity, calcium hardness, etc.)
- Maintain water levels (i.e. fill and/or drain)
- Pool start up
- Chemical treatment
- Clean pool deck and pump room
- Pool equipment inspection
- Testing/replacement of pool lamps

2. Locations

2) PARK/POOL SITE	ADDRESS (CROSS STREET)	SIZE
Arlington Park Pool	3860 Van Buren Blvd. (Magnolia)	123,000 gallons
Bobby Bonds Sports Complex - Sippy Woodhead Pool	2060 University Avenue (Kansas)	665,000 gallons
Hunt Park Pool	4015 Jackson Street (Garfield)	182,000 gallons
Islander Park Pool - Wading Pool	3794 Mt. Vernon (Box Springs)	184,000 gallons 4,000 gallons
Reid Park Pool	701 North Orange Street (Columbia)	220,000 gallons
Shamel Park Pool - Wading Pool	3650 Arlington Avenue (Brockton)	200,000 gallons 3,000 gallons
Villegas Park Pool - Wading Pool	7240 Marguerita Avenue (Esperanza)	88,200 gallons 4,000 gallons
White Park Fountain	3936 Chestnut Street	3,000 gallons

3. Hours of Operation

- The Contractor shall accomplish all maintenance required under this RFP before 4:00 p.m. During the swim season (June – August) maintenance shall be required five days a week (Monday through Friday) for all pools. During the off

season (September – May) maintenance shall be required three days a week (Monday, Wednesday and Friday) for Arlington, Hunt, Islander, Reid and Villegas pools, and five days a week (Monday through Friday) for Shamel and Sippy Woodhead pools. The fountain at White Park shall be maintained three days a week (Monday, Wednesday, and Friday) throughout the year. On-call services during the weekend (Saturday and Sunday) for bio-hazard incidents and other chemical issues will be provided throughout the entire year (January – December) will be at the contractor's expense.

4. Water Treatment Chemicals

- Contractor will be responsible for supplying all chemicals needed to maintain proper water balance. To the extent possible, chemicals shall be supplied in liquid bulk form and stored in the equipment tanks on site.

- The following chemicals shall be used:
 - Acid: 31.44% hydrochloric acid
 - Chlorine: 12.5% sodium hypochlorite
 - Calcium Chloride: powder form
 - Sodium Hydroxide: caustic soda 50%
 - Sodium Bicarbonate

Safety Data Sheets (SDS) must be kept at each pool site and be available for inspection at all times throughout the term of the contract. Personal Protection Equipment (PPE) shall be worn while handling chemicals pursuant to the manufacturer's specifications. Cyanuric acid may be used at the pools; however, levels shall remain between 10 – 15 ppm.

The Contractor shall submit a list of all chemicals and quantities that will be stored at each pool site to the Parks Superintendent upon request. No more than a two (2) weeks supply of chemicals will be allowed at any pool site at any given time, unless otherwise authorized by the Parks Superintendent.

5. Water Balance

Contractor shall be responsible for proper calibration of equipment in order to ensure proper water chemistry balance. Water chemistry shall be maintained within the following parameters:

- pH level between 7.2 - 7.8;
- Alkalinity level between 80 - 120 ppm;
- Calcium hardness level between 200 – 400 ppm;

- Chlorine level between 1.5 – 5.0 ppm; and
- Total dissolved solids level between 300 – 2,300 ppm.

6. Equipment

Contractor shall be responsible for maintaining all pool equipment in proper working order at all times. Contractor will be responsible for all minor equipment repairs, including but not limited to, replacement and/or cleaning of PVC fittings, foot valves, self-priming valves, and chemical feed lines. Contractor shall perform pool light inspections to ensure the fixtures are secured properly to the wall and the lights are operational. Re-securing fixtures to pool walls and replacing lamps shall be completed by the Contractor at the Contractor's sole cost. Replacement of fixtures will be considered by the City as extra work.

7. Pool Start up

Contractor shall be required to test domestic water supply and make appropriate chemical adjustments (i.e. sequestering agents) in order to ensure proper water chemistry balance.

8. Trained Personal

Contractor shall provide personnel fully trained in all phases of swimming pool maintenance, including water chemical treatment, controller programming (Strantrol, Acu-Trol, and Aquasol) and chemical pump calibration. All Supervisors shall be Certified Pool Operators and/or Aquatics Facilities Operators. Proof of certification shall be provided to City upon request.

9. Reports

Daily and monthly reports shall be maintained at each pool site. The daily report shall include chemical analysis of the pool (controller and manual), filter readings, and flow readings. The monthly report shall include a complete chemical analysis of the pool (free chlorine, combined chlorine and total chlorine), pump room equipment inspection, pool deck equipment inspection, and a list of all minor maintenance repairs. All reports shall be in a form acceptable to the Parks Superintendent.

10. Revised Schedule

After start of the Work, the Contractor shall submit revised pool maintenance schedules not later than the 1st day of each month thereafter until completion of the

Contract.

The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and upcoming seasonal periodic work.

11. Contractor Staff/ Employees & workers

- The Contractor shall provide sufficient personnel to perform all Work in accordance with this RFP. At no time, will the Contractor allow its crew to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks.
- A qualified, English-speaking foreman in the employ of the Contractor shall supervise all of the Contractor's maintenance personnel. At least one (1) member of each crew working at each site shall be able to communicate both orally and in writing in English and a crew shall consist of no less than two (2) employees.
- Contractor shall require employees to wear a uniform identifying them as an employee of the Contractor while working in the City. This shall include proper work shoes and uniform clothing with a name badge and photo ID.
- If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Parks Superintendent, or is in the opinion of the Parks Superintendent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he/she shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Parks Superintendent.
- Employees shall be properly trained for the handling and use of chemicals and HazWoper communication.

12. Work Schedule

- The Contractor shall accomplish all maintenance required under this RFP before 4:00 p.m. on a daily basis. During the swim season (June – August) maintenance shall be required five days a week (Monday through Friday) at the pool sites. During the off season (September – May) maintenance shall be required three days a week (Monday, Wednesday and Friday) for Arlington, Hunt, Islander,

Reid and Villegas pools, and five days a week (Monday through Friday) for Shamel and Sippy Woodhead pools. The White Park fountain shall be serviced three days a week (Monday, Wednesday and Friday) all year. Schedules shall be provided to the City accompanied by all chemical SDS sheets.

- Exceptions may be made to normal work hours where incidence of use may be too great during the specified hours to allow for proper maintenance. The City may grant, on an individual basis, permission to perform maintenance at other hours. No maintenance functions that generate excessive noise shall be commenced before 7:00 a.m.
- The City shall have the authority to suspend the work, wholly or in part, for such a period as may be deemed necessary due to renovation or construction, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work.
- Within 48 hours after the Notice to Proceed has been given, and prior to the start of any Work, the Contractor shall submit to the Parks Superintendent for approval three (3) copies of its proposed monthly schedule with sub-schedules of periodic activities. If the Parks Superintendent notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within five (5) working days thereafter.
- The schedules shall be in a form acceptable to the Parks Superintendent.
- The schedule shall also contain a list of all applicable tasks including the time and location of the task, and the labor force used to complete the task.

13. Material

- Facilities will be available for storage of equipment at each pool site for use in connection with the performance of the work. However, the City will not be responsible for any lost, stolen or damaged equipment.
- The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of its failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:
- The Contractor shall be responsible for any materials, equipment and/or supplies so furnished and for the care of all work until its completion and final acceptance. Contractor shall at its own expense replace damaged or lost materials and repair damaged parts of the Work.

- The Contractor shall protect City facilities from damage resulting from its work. City facilities damaged by, or as a result of, the Contractor's work under this Contract shall be repaired or replaced, as directed by the Parks Superintendent, at the Contractor's expense.
- The Contractor shall remove from the vicinity of the completed Work all rubbish, unused material, and other materials belonging or used under its direction during work.
- All damages that, in the City's opinion, are due to the Contractor's operations shall be repaired at the Contractor's expense.

14. Vehicle Limitations

- The Contractor shall at no time drive vehicles on turf for any reason without prior written authorization from the Parks Superintendent. Contractor shall be limited to pool access using defined maintenance paths.

15. Traffic Control, Public Convenience and Safety

- The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. Contractor shall also be required to provide signs for public information when applying chemicals.

16. Signage

- Contractor shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. Said sign shall be approved by the City.
- Contractor shall not post advertising signs and banners within the Maintained Areas. All signs used by the Contractor shall be kept "Graffiti Free" at all times.
- Contractor shall post signs at all locations as required by the Department of Environmental Health notifying the public of potential exposures. Signs shall be provided by the Contractor at the Contractor's cost.

17. Reports

- Daily and monthly reports shall be maintained at each pool site. The daily report shall include chemical analysis of the pool (controller and manual), filter readings, and flow readings. The monthly report shall include a complete chemical analysis of the pool (free chlorine, combined chlorine and total chlorine), pump room equipment inspection, pool deck equipment inspection, and a list of all minor maintenance repairs. All reports shall be in a form acceptable to the Parks Superintendent

18. Performance of Work

- Contractor shall, at its own cost and expense, furnish all necessary materials, supplies, labor, chemicals, transportation, and equipment for doing and performing work required under this RFP.
- Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Parks Superintendent; and that both work and materials will meet fully the requirements of this RFP.

19. Permits & Licenses

- Where requirements of the permits differ from those listed herein, the more stringent requirement shall apply. The Contractor shall obtain all permits required by other agencies of the State and County as well as the City of Riverside. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors.

20. Defective Work

- The Contractor shall redo at its own expense any part of the Work that has been improperly executed, even though it has been included in the monthly estimates. If Contractor refuses or neglects to redo such defective work, prior to acceptance of the Work, it may be performed by the City at the expense of the Contractor, plus 30% for overhead expenses, and Contractor's sureties shall be liable.

21. Emergency Work

- In case of an emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the City, as the situation may warrant. Contractor shall notify the City of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Parks Superintendent within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.
- If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from Contractor's payment as provided in the Contract Documents. The performance of emergency work by City forces will not relieve the Contractor of any of its responsibilities, obligations, or liabilities under the Contract.

22. Protection of Property

- All public and private property or improvements shall be safely guarded from damage or loss in connection with this Contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, it shall immediately notify the proper owners or authorities. The Contractor shall pay all damages and losses incurred.

23. Laws and Regulations

- The Contractor shall obey all laws, ordinances, and regulations affecting those engaged or employed on the work, or the materials used in the Work, or in any way affecting the performance of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents, or in this RFP, in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same in writing to the Parks Superintendent.
- Contractor shall, at all times, cause all its agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of the Contract.
- Nothing in this RFP is to be construed to permit work not conforming with any current laws, ordinances, and/or regulations. If the Contractor ascertains at any time

that any requirement of the Contract varies from such applicable law, ordinance and/or regulation, it shall promptly notify the Parks Superintendent.

- No adjustments in the contract price shall be made due to changes in any law, ordinance and/or regulation occurring after submission of Proposals. Proposer shall incorporate said risk in its Proposal.
- The Contractor, at its own expense, shall pay all taxes properly assessed against its equipment, materials, or property used or required in connection with the Work. Contractor shall be required to comply with all "NPDES" rules, regulations and Best Management Practices related to the Work.

24. Commencement of Work/ Notice to Proceed

- Unless otherwise specified, the Contract time shall commence upon the date of issuance of the City's written Notice to Proceed. The Contractor shall commence work within 15 days thereafter or on the date stipulated in the Notice to Proceed.
- The Notice to Proceed will not be issued until the Contract is properly executed, and all required bonds and insurance certificates have been submitted and approved.

25. Suspension of Work

Climatic Conditions:

- The Parks Superintendent may suspend the Work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the Work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- No extension of time will be granted for suspension of work unless the suspension affects the timely completion of all Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Parks Superintendent and the Contractor on each day that work is suspended.

Safety Hazard:

- The Parks Superintendent may suspend operations if he/she determines that an imminent safety hazard exists.

26. Changes Initiated by The City

- In the event City desires to add additional sites to the Maintained Areas, these additions shall be made at the rates listed in Contractor's Compensation Schedule.

27. Change Orders

- Prior to issuing an approved Change Order, the Parks Superintendent may request that the Contractor submit a proposal covering the changes. The request shall include a description of the proposed changes. Within three (3) days after receiving the request, the Contractor shall submit its proposal to the Parks Superintendent, including any claim for extension of time, and any and all compensation that may be necessary as a result of performing the changes. If the Parks Superintendent decides not to issue a Change Order after requesting a proposal from the Contractor, the Contractor shall be notified of such decision in writing.

EXHIBIT "G"

MINIMUM FREQUENCY SCHEDULE

DAILY MAINTENANCE SERVICES

1. Clean (blow-off/wash down) pool decks
2. Clean surge pit
3. Net pool
4. Check chemical balance and add chemicals as necessary
5. Calibrate controller and/or chemical pump
6. Check all gauges
7. Backwash filters as needed
8. Clean weir baskets and/or gutters
9. Clean pump strainers
10. Rinse off pool deck equipment (i.e. lifeguard stands, diving boards, and starting blocks)
11. Perform minor equipment maintenance (i.e. PVC fittings, chemical feed lines, foot valves, self-priming valves, etc.)
12. Perform minor pool maintenance (tighten handrails and steps, replace/re-secure cracked or missing tiles, re-secure pool light fixtures to wall)
13. Complete daily log
14. Secure facility

BI-WEEKLY MAINTENANCE SERVICES (twice per week)

1. Vacuum pools
2. Brush pools
3. Clean pool tile
4. Clean stainless steel around pool deck (i.e. hand rails)
5. Clean pump room (i.e. spider webs, sweep floors, rinse off equipment, etc.)
6. Perform pool light inspections to ensure the fixtures are secured properly to the wall and the lights are operational.

MONTHLY MAINTENANCE SERVICES

1. Complete chemical analysis and associated report/log
2. Clean ORP probes
3. Clean injectors, monthly or as needed
4. Change heater air filters (winter months only). Filters to be provided by the City.

QUARTERLY MAINTENANCE SERVICES

1. Grease pumps and motors
2. Change oil in motors

ANNUAL MAINTENANCE SERVICES

1. Perform heater maintenance per manufacturer's specifications.
2. Rebuild all LMI pumps.

3. Drain and refill pools as needed to maintain proper pool chemistry.
4. Perform filter media inspection. Make recommendations to inspect, remove, replace and dispose of sand in filter tanks.
5. Pressure-wash, primer and apply two coats of white paint with non-skid to the three (3) wader pools prior to each swim season.

RFP # 2012

ANNUAL SWIMMING POOL MAINTENANCE SERVICES

Addendum No.1

02/13/2020

This Addendum contains the revised information under Exhibit A, Scope of Services/Technical Specifications, Section 6:

6. Equipment

Contractor shall be responsible for maintaining all pool equipment in proper working order at all times. Contractor will be responsible for all minor equipment repairs, including but not limited to, replacement and/or cleaning of PVC fittings, foot valves, self-priming valves, and chemical feed lines. Contractor shall perform pool light inspections to ensure the fixtures are secured properly to the wall and the lights are operational. Re-securing fixtures to pool walls and replacing lamps shall be completed by the Contractor. Replacement of lamps and fixtures will be considered by the City as extra work. All extra work must be approved prior to work being completed. Extra work material and services will require separate billing on a monthly basis. All material must be billed at the contractor's cost. No product mark-up will be allowed. Product price sheets must be submitted upon request in order to approve payment for extra work.

*All other items on the RFP remain unchanged.

*** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. Please acknowledge all addenda electronically via the City's electronic bidding website as part of your bid response before the deadline. Failure to acknowledge an addendum will immediately cause your bid to be deemed non-responsive.

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"
COMPENSATION SCHEDULES

Proposer Name: Service First

The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the Work as required by proposed Contract Documents. Pricing shall be inclusive of labor, material, travel time, sales tax (8.75%) and all other expenses

ITEM NO.	SWIMMING POOL MAINTENANCE SERVICES	Swim Season Monthly Pricing			Off Season Monthly Pricing									Annual
		June	July	August	September	October	November	December	January	February	March	April	May	
1	Arlington Park Pool	\$ 2,416.00	\$ 2,416.00	\$ 2,416.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 20,298.00
2	Bobby Bonds Sports Complex - Sippy Woodhead Pool	\$ 4,977.00	\$ 4,977.00	\$ 4,977.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 57,906.00
3	Hunt Park Pool	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 26,598.00
4	Islander Park Pools (swimming and wading)	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 29,400.00
5	Reid Park Pool	\$ 3,333.00	\$ 3,333.00	\$ 3,333.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 27,999.00
6	Shamel Park Pools (swimming and wading)	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 26,100.00
7	Villegas Park Pools (swimming and wading)	\$ 1,666.00	\$ 1,666.00	\$ 1,666.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 13,998.00
8	White Park Fountain	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 5,700.00
Total		\$21,933.00	\$21,933.00	\$21,933.00	\$15,800.00	\$15,800.00	\$15,800.00	\$15,800.00	\$15,800.00	\$15,800.00	\$15,800.00	\$15,800.00	\$15,800.00	\$207,999.00

ADDITIONAL / SUBTRACTING ITEMS		
1	Certified Scuba Diver, per hour	\$150.00
2	Emergency services, per hour	\$135.00
3	Additional labor, per person per hour	\$102.00
4	Additional Supervisor, per person per hour	\$102.00

EXHIBIT "D"
CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR NAME: _____

EXHIBIT "C"
KEY PERSONNEL



Company Information

Service First 2510 N Grand Ave suite 110 Santa Ana Ca 92705 714-573-2253

California Corporation C1549716 incorporated 1987

Bob Wormus- Account Manager- 714-788-4589

Rich Rohr- General Manager- 657-600-5266

Frank Vandenberg-President-714-333-6935

Humberto Nava- Route Supervisor-714-351-0615

Service First is proud to acknowledge we have not had any litigation, mediation, or arbitration regarding our performance of any of contract including all contracts of similar services.

None of our personnel have had any disciplinary action associated with our licenses or certifications to perform this work.



Company Personnel

A. Company Personnel

- a. Bob Wormus-Account Manager- 25 years' experience-NSPF CPO Instructor
92*101727 **714-788-4589 cell**
- b. Humberto Nava- CPO-Route Supervisor-15 years' experience (all with Service First)
714-351-0615 cell
- c. Al Conde-Repair CPO-Technician-25 years' experience (all with Service First)
714-863-1205 cell
- d. Alberto Cervantes-CPO- Technician-20 years' experience (all with Service First)
714-863-1206 cell
- e. Christian Jeleu-CPO-Technician 10 years' experience (all with Service First)
714-640-9769 cell

Service First has been in business for 35 years. We have Thirty-Five (35) fully trained and equipped Service Technicians, Six (6) fully trained and equipped Repair Technicians, and three (3) field supervisors. In Addition, our Management Staff includes: Field Director, General Manager, Account Managers, and Customer Service Representatives.

B. Service First will not be using Sub-Contractors for any part of this contract