

**FIRST AMENDMENT TO SERVICES AGREEMENT**

**DS SERVICES OF AMERICA, INC.,  
doing business as PRIMO WATER NORTH AMERICA**

**Citywide Bottled Drinking Water and Related Services (Bid No. 7833)**

This FIRST AMENDMENT TO SERVICES AGREEMENT (“First Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and DS SERVICES OF AMERICA, INC., a Delaware corporation authorized to do business in California, doing business as PRIMO WATER NORTH AMERICA (“Contractor”).

**RECITALS**

WHEREAS on July 13, 2021, City and Contractor entered into a Services Agreement for Services for Citywide Bottled Drinking Water and Related Services (Bid No. 7833) (“Agreement”); and

WHEREAS the Agreement is set to expire June 30, 2022; and

WHEREAS City and Contractor desire to extend the Agreement to June 30, 2023, and increase compensation in the amount of Thirty-Five Thousand Dollars (\$35,000.00), during the extended term of the Agreement,

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

1. The term of the Agreement is hereby extended to June 30, 2023.
2. Paragraph 3, Compensation, is hereby amended to increase compensation in the amount of Thirty-Five Thousand Dollars (\$35,000.00), during the extended term of the Agreement.
3. The parties wish to add Section 25 to the Agreement.

“25. **Digital Signatures.** This Agreement may be signed by the Parties hereto in digital format in compliance with Government Code 16.5 and Code of Regulations Cal. Code Regs. Title 2 § 22000, *et seq.*, and parties agree that any electronic signatures appearing on this Agreement or such other documents incorporated thereto are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.”

4. All terms and conditions of the original Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as though set forth in full.

IN WITNESS WHEREOF, City and Contractor have caused this First Amendment to Services Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

DS SERVICES OF AMERICA, INC.,  
a Delaware corporation authorized to do  
business in California, dba PRIMO WATER  
NORTH AMERICA

By: \_\_\_\_\_  
City Manager

By: Andrew English  
Andrew English (Jul 27, 2022 5:02 PM)  
Name: Andrew English  
Title: VP of Sales

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By: Jeffrey F. Manzella  
Jeffrey F. Manzella (Apr 21, 2022 9:55 AM)  
Name: Jeffrey F. Manzella  
Title: General Counsel

By: \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM

By: \_\_\_\_\_  
Senior Deputy City Attorney

**EXHIBIT A – SCOPE OF SERVICES**

## **SCOPE OF SERVICES**

Awarded bidder must be able to furnish coolers that dispense both hot and cold water and must provide service on those coolers or replace those coolers when necessary. Both top loading and bottom loading coolers should be available and priced out in the electronic line items. For estimation purposes only, two five (5) gallon bottles of filtered drinking water delivered twice per week for a total of four bottles per week and two (2) coolers total per location are the scope. Some locations may order more bottles per week and others may order fewer bottles per week or fewer deliveries but two deliveries for a total of four bottles per week is the estimated quantity for each location. Maintenance shall be included on the provided coolers to include replacement of parts and repair of cooler units when possible, and shall also include replacement of cooler units when needed.

Awarded bidder must be able to deliver drinking water in five (5) gallon bottles to multiple locations throughout the City as requested by City employees. The majority of deliveries are likely to be scheduled but there are circumstances under which additional deliveries may be requested as needed. Upon delivering full bottles, the empty bottles are to be removed as part of the same service. Any refund offered for empty bottles should be noted in the bid documents uploaded as part of the bid response. Deliveries occur at locations open to the public and any deliveries that occur at locations not open to the public are provided entry based on scheduled time of an individual delivery or recurring delivery.

**EXHIBIT "B"**

COMPENSATION



WATER  
NORTH AMERICA

2300 Windy Ridge Parkway  
Suite 500 N Attn:  
Anthony Baza-Fainn  
Atlanta, GA 30328  
Office: (770) 984-6948  
[abaza-fainn@primowater.com](mailto:abaza-fainn@primowater.com)

5/10/2022

Price Quote – CITY OF RIVERSIDE  
Citywide Bottled Drinking Water and Related Services (bid #7833) for fiscal year  
2022/23.  
Attn: KRISTY GARCIA

It is my pleasure to provide you with a quote for your bottled water service needs in response to your request. Primo Water North America would be pleased to provide your locations with bottled water service at the following special rates.

**Quotation**

**Confidential Pricing**

**1. Quote Pricing Service agreement**

| <u>Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Description</u>          | <u>Unit Price</u> |
|-------------|-----------------|-------------|-----------------------------|-------------------|
| Item 1:     | 1               | Each        | TOP LOADING COOLER          | \$3.49            |
| Item 2:     | 1               | Each        | BOTTOM LOADING COOLER       | \$5.49            |
| Item 3:     | 1               | Each        | 5G PURIFIED WATER           | \$5.37            |
| Item 4:     | 1               | SLEEVE      | 9 OZ 50CT CUPS              | \$3.97            |
| Item 5:     |                 |             | BOTTLE DEPOSIT (REFUNDABLE) | \$6.00            |
| Item 6:     |                 |             | DELIVERY FEE (ESC)          | VARIABLE          |

Additionally, we always offer you the following services free of charge.

1. Our company’s commitment to outstanding service.
2. Delivery service tailored to suit the specific needs.
3. Highest quality of products and service available.
4. Billing Net 30 days.

Since 1925 Primo Water has been providing customers with clean, fresh, great tasting water and excellent service you can depend on. Primo Water upholds meticulous



WATER  
NORTH AMERICA

2300 Windy Ridge Parkway  
Suite 500 N Attn:  
Anthony Baza-Fainn  
Atlanta, GA 30328  
Office: (770) 984-6948  
[abaza-fainn@primowater.com](mailto:abaza-fainn@primowater.com)

standards of quality, taste, purity, service and value. All of our waters exceed all Federal, State and County water quality standards.

Our bottling facilities have consistently scored 100% during the annual quality assurance and sanitation audits completed by the National Sanitation Foundation International - a recognized independent third party organization that inspects bottling facilities annually.

We appreciate your business and the opportunity to serve you. Should you have any additional questions or concerns, please feel free to call me direct at (770) 984-6948.

We sincerely thank you for your interest in Primo Water products and services; we look forward to hearing from you soon.

Cordially,

*Anthony Baza-Fainn*

Government Bid Manager

Exhibit "C" – Key Personnel

| Name                      | Title                               | Email  |
|---------------------------|-------------------------------------|--|
| <b>Anthony Baza-Fainn</b> | Key Account Manager                 | <a href="mailto:abaza-fainn@primowater.com">abaza-fainn@primowater.com</a> |
| <b>Scott Rowland</b>      | Local Branch/Operational<br>Manager | <a href="mailto:srowland@primowater.com">srowland@primowater.com</a>       |
| <b>Lowell Sanchez</b>     | Regional Manager                    | <a href="mailto:lsanchez@primowater.com">lsanchez@primowater.com</a>       |

**Signature:**

**Email:** [city\\_clerk@riversideca.gov](mailto:city_clerk@riversideca.gov)