



Request
for
Proposals

**DVAC Swimming Pool and
Appurtenant Systems Maintenance Services
(RFP #2022-1)**

VALLEY-WIDE RECREATION AND PARK DISTRICT

ADVERTISEMENT FOR PROPOSALS

NOTICE IS HEREBY given that the Valley-Wide Recreation and Park District (“District”) will receive sealed proposals from those interested, marked **RFP #2022-1 DVAC Swimming Pool and Appurtenant Systems Maintenance Services**, as outlined in this RFP up to the date and time referenced below.

PROPOSALS DUE:

11:00 a.m. (PST) on March 4, 2022
Valley-Wide Recreation and Park District
Attn: James Salvador, Administrative Operations Manager
901 W. Esplanade Avenue, San Jacinto, California 92582

On said date and time stipulated, proposals will be publicly opened and read aloud in the Administrative Office of the District located at 901 W. Esplanade Avenue, San Jacinto, California 92582.

Each proposal shall be in accordance with the Request for Proposals (“RFP”) and other contract documents on file for examination in the Administration Office or on the District website at <https://www.gorecreation.org/bids-and-documents>. Companies considering submitting proposals may obtain copies of the RFP from the website above or by emailing James Salvador at JamesS@Gorecreation.org.

A mandatory Pre-Bid Job Walk will be held on February 22, 2022 at 9:00 a.m. at the Diamond Valley Lake Aquatic Center located at 1801 Angler Avenue, Hemet, California 92543. The District reserves the right to revise the mandatory Job Walk date or add additional Job Walk date(s) as needed.

Each bid shall be prepared on a proposal form provided by the District and accompanied by cash, a cashier’s or certified check, U.S. Money Order, or bid bond for ten percent (10%) of the amount of the proposal made payable to the order of Valley-Wide Recreation and Park District as guarantee that the Bidder will enter into a contract satisfactory to the Board of Directors of said District if awarded the said contract upon Notification of Award.

The Board of Directors reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informality or irregularity. No Bidder may withdraw their bid check or bond for a period of sixty (60) days after date set for opening thereof.

SECTION 1

SITE LOCATIONS, SYSTEMS and SCOPE OF WORK

Valley-Wide Recreation and Park District (hereinafter referred to as “VWRPD” or “District”) is located in Riverside County and serves approximately 275,000 residents. VWRPD is soliciting proposals for qualified contractors to provide swimming pool and appurtenant systems maintenance at the District’s Diamond Valley Aquatic Center (hereinafter referred to as “DVAC”). This service would require cleaning to occur four days a week during in-season and one day a week in the off-season.

SITE LOCATION and SYSTEMS

Diamond Valley Aquatic Center – 1801 Angler Avenue, Hemet, California 92543

- Approximately 189,000 gallon pool
- 25 HP circulation motor and pump
- 4 US filter tanks with semi – automatic backwash valves, US Filter – 20 SA Feet
- Chemical Controller Strantrol System6
- (1) 500 gallon Liquid chlorine bulk storage tank with injection pump for chlorine control
- (1) 350 gallon Muriatic acid bulk storage tank with injection pump for pH control
- (1) CO2 bulk storage tank (provided by contractor 750 pounds) for total alkalinity and pH control
- Lochinvar pool heater (1 million BTU each)

SCOPE OF WORK

The District requires regular maintenance service on its swimming pool and pool heater. This service will ensure the pool receives the proper chemical control, are monitored by a qualified company, are safe for continual use and that the pool maintains the proper temperatures. The awarded company shall monitor the pool and equipment and provide a professional level of maintenance. Awarded company will provide all basic labor, chemicals, parts, materials and sales tax to provide the level of maintenance requested in this RFP. This contract will include all normal ongoing maintenance on the swimming pool and also includes maintenance of the pool heater.

General exceptions are failures that cannot be addressed in a normal preventative schedule. These exceptions would include circulation pump and motor failures, filter system tank or internal system failures and main chemical control system failures not due to neglected maintenance. Awarded company will provide monthly reports on pool and equipment status for each location as well as reporting of any system failures. System failures must be reported immediately upon findings. Although the RFP does not require service on capital equipment, it is preferable to the District that the awarded company be able to provide troubleshooting and the expertise to fix existing equipment if the need arises. If awarded contractor is not capable of performing repairs on capital equipment, the District may contract for these services as it sees fit.

DVAC is in session/season from mid-May to mid-October. The pool is also periodically under a facility use agreement for private rentals and/or will have special scheduled events. The contractor will need to work around the District's schedule and user agreement schedules when servicing. The District will coordinate with the contractor and have a minimum of 1 ½ to 2 hours each week when the pool is empty of swimmers so the contractor can perform the cleaning service.

Duties will include the following:

- Pool will require a site visit and full check for the water chemistry and pool equipment. This shall be performed four (4) times per week, Monday, Wednesday, Friday, and Saturday or Sunday between 6:00am and 12:00pm, during the season. In the off-season, this shall be performed one (1) day a week on each Wednesdays. These daily checks will include:
 - Manual and chemical controller reading, free, combined, and total chlorine readings, pH readings as well as manual reading for total alkalinity, overall circulation system flow rate, filter inlet and outlet pressures, pool water temperature, autofill operation, pump strainer cleaning, chemical system controller review, test chemical system rotary safety flow switch, chemical injection system review for leaks and potential problems, logging of all information, filter backwashing as pressures and flow dictates; and
 - Weekly checks will include calcium hardness and total dissolved solid tests.
- Manual vacuuming and brushing of the walls of the pool is required once per visit to ensure the pool is clean at all times. Per statement above, the awarded contractor and the District will work out a schedule to ensure the pool is free from use so cleanings can be performed. Cleaning will take place Monday, Wednesday, Friday, and Saturday or Sunday.
 - Pool must have its own manual pool vacuum system and full set of cleaning equipment supplied and maintained in good condition by the awarded contractor. This vacuum system is not to be shared or used for non-VWRPD pools for the duration of this contract.
- Two (2) log books are required to be kept the pool. This book must include pool readings and chemical use, as well as any other pertinent information. One (1) log book shall be kept on a District provided log form. The second log book shall be supplied by the contractor but approved by the District and must be available to the District for copy or download at any time. These books must remain at the pool location at all times and stored in the equipment room. The District and other appropriate individuals must be able to access these log books at any time, any day of the week
- The contractor and its employees must have programming knowledge of the same systems in use at the District's swimming pool. The contractor and employees must be trained on operations of:
 - Chemtrol or Strantrol automated chemical systems;
 - Stark or US Filter automated backwash systems;
 - Raypak Xtherm pool heaters; and
 - Danfoss (Pentair Acu-Drive) VFD's

- The contractor must have adequate parts, materials, equipment and tools on hand to ensure the pool and equipment are in good working order at all times. In addition to daily duties, these other duties must be fulfilled:

MONTHLY SCOPE OF WORK

- Lubricate the pool level control;
- Clean deck depth marker tiles and step tiles;
- Inspect pool areas for potential issues;
- Sweep and clean equipment rooms;
- Change the pool heater air filters; and
- Fire heaters and check the inlet and outlet temperatures, deltas, and error logs for any issues. Inform the district of any heater issues prior to repair.

BI-ANNUAL SCOPE OF WORK

- Rebuild all chemical injection pumps then replace any pump that cannot be adequately rebuilt;
- Replace all chemical injection tubing with proper high pressure Polyethylene tubing using proper non-corrosive high pressure fittings;
- Rebuild the chemical rotary safety flow switch; and
- Inspect surge pit including water level controls and tightening modulating float systems as needed.

ANNUAL SCOPE OF WORK

- Open and inspect filter media;
- Replace all tubing not listed in the bi-annual checks on all chemical, sample stream and filter systems;
- Replace the pool water level controls if needed;
- Rebuild the pool water diaphragm fill valve; and
- Rebuild any filter tank backwash valves as needed.

CHEMICAL REQUIREMENTS

- Awarded contractor must supply all chemicals to maintain proper pool water balance. Adequate supply must be on hand so chemical requirements are always able to be fulfilled. Pool facility must have chlorine in 1-gallon containers to treat the pool in case of a fecal accident. Chemicals needed are as follows:
 - Liquid Chlorine;
 - Pre-diluted Muriatic acid at not more than 7.5% strength (no one dilution);
 - Bulk CO2 tank must be supplied to each pool (tank must be maintained along with required CO2 for both pH and TA control);

- Unless an emergency situation, avoid any additional chemicals such as Soda Ash and Sodium Bi-Carbonate; and
- No use of Cyanuric acid is permitted (no exceptions).
- The average chemical usage for the pool is as follows (Chlorine and Dilute muriatic acid are listed in U.S. gallons and the CO2, Dry Chemicals and Calcium Hardness Increase are listed in pounds):

	Chlorine 12% bleach	Dilute 4 to 1 muriatic acid (7.5% max strength delivered)	CO2	Dry Chemicals	Calcium Hardness Incraser
Diamond Valley Lake Aquatic Center	8,400	500	14,420	100	50

HEATER MAINTENANCE SERVICE

- As an additional scope of work within this RFP, heater maintenance must be proposed. This work requires all ongoing services, parts, materials and sales tax needed to maintain all of the Raypak Xtherm pool heaters. Heaters must be kept in good working order at all times. Heater technician(s) must have completed the Raypak training course on Xtherm heaters. There are 10 1Million BTU heaters (additional heaters may be added throughout duration of this contract). Heater maintenance will require:
 - Complete cleaning and service every six (6) months (as listed in the O&M manual for complete heater service). Includes all parts needed such as ignitors, gaskets, sensors (excludes major components such as heat exchangers, headers, burners);
 - Check and replenish the condensate neutralizer ever six (6) months;
 - Work direct with Raypak for warrantee items or extended warranty items; and
 - Check rooftop exhaust venting annually and secure as needed.

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SECTION 2

GENERAL CONDITIONS and INSTRUCTIONS TO PROPOSERS

1.0 GENERAL CONDITIONS AND INSTRUCTIONS

1.1 PROPOSALS

Proposals must be made in accordance with the following instructions to be considered responsive. Failure to provide a complete proposal may result in rejection of response.

- a. Proposals must be submitted on the **Proposal Form** (see Appendix B) provided by the Valley-Wide Recreation and Park District. The Proposal Form, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm. All signatures must be longhand. Any corrections must be initialed in ink, by the person signing the bid. The completed proposal shall be without erasures or alterations except for those initialed. **Failure to submit this Bid Proposal Form may result in immediate rejection of the bid.**
- b. Proposals **must be accompanied by Cash, Cashier's Check, Certified Check or a Bid Bond** executed by an admitted surety insurer, made payable to Valley-Wide Recreation and Park District, in the amount of not less than ten percent (10%) of the highest total proposal as a guarantee that the respondent, if successful, will enter into a contract satisfactory to the district, if such a contract is offered. Bid bonds, cash, cashier's checks or certified checks will be returned to proposers once a contract is executed and no more than 60 days from the bid due date. It is anticipated that this contract will be awarded at the March 21, 2022 Board Meeting.
- c. Proposals shall be delivered or mailed in a sealed envelope, clearly marked RFP **#2022-1 DVAC Swimming Pool and Appurtenant Systems Maintenance Services**, to the VWRPD District Office located at 901 W. Esplanade Avenue, San Jacinto, California, and must be received by March 4, 2022 at 11:00 a.m. At that time, the proposals will be opened publicly and read aloud in the District Office. Bidders or their representatives or other interested parties may be present at the opening of the bids or may request a bid tally be sent to them if they cannot be present. A preliminary bid summary will be posted on the District's website at: <https://www.gorecreation.org/bids-and-documents>.
- d. Any bids received after the time and date set for the opening of the bids shall be returned to the bidder unopened. The District is not responsible for fees incurred for submitting this proposal nor the services rendered to deliver the proposal.

1.2 PROPOSAL DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with the proposal package:

- a. References (Appendix A)
- b. Proposal Form (Appendix B)
- c. Non-collusion Affidavit (Appendix C)
- d. Site Visit Certification (Appendix D)
- e. Bid Security (no form supplied, Bidder to supply)
- f. Proof of valid, current California Swimming Pool Maintenance License
- g. Proof of insurance (see Section 3, 2.5)

Failure to complete and sign, (where required) and return the above proposal documents with your proposal may render it non-responsive.

1.3 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by the bidder(s) prior to, but not after the time and date specified for the opening of bids or for 60 days thereafter.

1.4 EXAMINATION OF SPECIFICATIONS

Before submitting proposals, each bidder should carefully read and examine the specifications, which are part of this RFP package. Each bidder shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve bidders from any obligation with respect to this proposal. Special Conditions are also included as a part of this bid. Any and all deviations between the District specification and those of the bidder must be clearly noted. Any questions or clarification needed by the bidder(s) must be addressed prior to, not after, the date and time set for the opening of bids.

1.5 REQUEST FOR INFORMATION (RFI)/QUESTIONS/CLARIFICATIONS

All questions concerning the proposal must be put in writing and emailed to James Salvador, Administrative Operations Manager, JamesS@GoRecreation.org, no later than February 24, 2022 by 5:00 p.m. Any questions submitted after the RFI deadline will not be answered. RFI's/answers will be posted on the VWRPD website at: <https://www.gorecreation.org/bids-and-documents>.

1.6 INCURRED PROPOSAL COST

The District will not pay any costs incurred in proposal preparation, presentation or demonstration. All costs of proposal preparation shall be borne by the bidding firm. It is understood that the proposal will become the property of the District.

1.7 ADDENDA

If it becomes necessary to amend this proposal, a formal addendum will be issued to all prospective bidders and if necessary, a new proposal date will be established. Any addenda will be posted on the VWRPD website listed above.

1.8 DECISION AND AWARD

While the District intends to enter into a contract for these services, it will not be bound to do so. The District reserves the right to reject any or all proposals. The District reserves the right to make the decision of award, to waive any irregularity or informality and to sit and act as sole judge of the merit and qualifications of the material, service, or equipment offered.

1.9 TERMINATION OF CONTRACT

The District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and WITHOUT CAUSE by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

2.0 TRANSFER OF CONTRACT

Service provider may not assign, directly or indirectly, all or part of its rights or obligations under this agreement to another service provider, without prior written consent by VWRPD. Should VWRPD elect to refuse transfer of contract, service provide must fulfill all duties in this contract. If a transfer of contract is in the best interest of the District, the District may accept the request provided the assigning party fulfills all obligations under this contract, and will provide those services at no more than the contracted price.

2.1 REGULATION COMPLIANCE

All items supplied shall comply with all Federal, State and other laws relative thereto. Offeror further agrees that the goods and or services quoted comply with all applicable Federal and State Occupational Safety and Health Laws, Standards and Regulations, and that the contractor will indemnify and hold the buyer harmless for any failure to so conform.

2.2 CONTACT WITH DISTRICT EMPLOYEES

All firms interested in this proposal (including the vendor’s employees, representatives, agents, lobbyists, attorneys and sub-consultants) must refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection process or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential vendors and protect the integrity of the selection process. Any correspondence related to this RFP or the selection process should be addressed to the authorized representative, James Salvador, Administrative Operations Manager.

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SECTION 3

SPECIAL CONDITIONS

2.3 TERM OF CONTRACT

The term of the contract will be for three (3) years, with, by mutual consent, the ability to extend the contract for two (2) ADDITIONAL ONE YEAR PERIODS. Projected start date is April 4, 2022.

2.4 BID SECURITY

The ten percent (10%) bid security is to be based on your TOTAL ANNUAL COST for the swimming pool maintenance AND the heater service maintenance for the DVAC.

2.5 INSURANCE

Each bidder shall submit, as part of its proposal, a copy of their company's Certificate of Insurance. Minimum insurance coverage shall be as follows:

Commercial General Liability Insurance – Vendor shall maintain, through the duration of the contract, commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence / \$2,000,000 in the annual aggregate.

Business Auto Liability Insurance – Vendor shall maintain, through the duration of the contract, business auto liability insurance with a limit of not less than \$1,000,000.

Worker's Compensation and Employer's Liability Insurance – Vendor shall maintain, through the duration of the contract, worker's compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Additional Insured – Contractor awarded RFP shall provide District required insurance documentation naming District as an additional insured.

2.6 LICENSE

Bidder must hold a valid, current State of California issued C61 and D35 Swimming Pool Maintenance Contractor's License. Employees servicing the pool must show that they personally hold a CPO or AFO license. These licenses must be active for the duration of the contract.

2.7 CONTRACTOR'S EMPLOYEES

The contractor's employee(s) must show proof to the District that they hold an active, valid Certified Pool/Spa Operator (CPO) or Aquatic Facility Operator (AFO) Swimming Pool Technician's License.

2.8 REFERENCES

Each bidder shall submit the names of five (5) references, at least two of which should be a public agency (city, school, recreation department, etc.) with similar size pools and equipment. Provide references on form in Appendix A. Current names and phone numbers must be provided.

2.9 RESPONSE TIME

The successful bidder must have adequate personnel and be located close enough to the DVAC to ensure and guarantee a response time of 90 minutes (1 ½ hours) or less. The contractor must have provisions in place to respond to phone calls/requests 24/7 from District personnel, to achieve the 90 minute response time. The contractor must have the ability to respond to phone calls and requests 24 hours a day, 7 days per week. The contractor must be able to respond and provide an employee during off-hours in emergency situations.

2.10 FINGERPRINT PER PUBLIC RESOURCES CODE 5164 (PRC 5164)

Due to the urgency of protecting the public, PRC 5164 mandates that special districts shall not hire a person for employment at a special district operated park, playground, recreational center, if that person has been convicted of a violation referenced in PRC 5164. All employees of awarded contractor working at DVAC shall be fingerprinted prior to placement in a work environment involving any potential contact with the public. Fingerprints must be taken in adherence to Department of Justice (DOJ) standards. Contractor shall provide continual monitoring of DOJ arrest and subsequent arrest notifications to ensure employees remain cleared to work in accordance with the above.

If you have inquiries regarding compliance with PRC 5164 you may contact James Salvador, Administrative Operations Manager at (951) 654-1505.

3.0 SUBCONTRACTORS

To maintain control and integrity of the service to be provided, no subcontractors will be allowed. The District opts to enter into a contract directly with a company which holds the required licenses.

3.1 RATING CRITERIA

Each vendor will be rated on their a) response to RFP, b) References and c) pricing. VWRPD reserves the right to revise the evaluation criteria at any time and to act as the sole judge as to the merit and qualifications of the material, service, or equipment offered.

3.2 LABOR CODE

In accordance with the provisions of Section 3700 of the Labor Code, the awarded bidder(s) shall secure the payment of workers' compensation insurance for his/her employees. Vendor(s) shall sign and file with VWRPD the following certificate prior to performing work under this contract.

3.3 HOLD HARMLESS

The vendor(s) shall indemnify and hold harmless the District, its officers, agents and employees from every claim or demand made, and every liability, loss, damage or expense of any nature whatsoever which may be incurred by reason of: damages for death or bodily injury to person; injury, loss or theft of property; any other loss, damage, liability for damages for: death or bodily injury to person; injury to loss or theft of property; or any other loss, damage or expense arising under either of the above, sustained by the vendor(s) or any person, firm or corporation employed by the vendor(s) upon or in connection with the work and/or delivery of equipment and supplies called for in this bid, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, agents, employees or independent contractors who are directly employed by the District and except for liability resulting from the active negligence by the District. Any injury to or death of persons or damage to property caused by any act, neglect, default or omissions of the vendor(s), or any person, firms, or corporation employed by the vendor(s), either directly or indirectly or by independent contract, including all damages due to loss or theft sustained by the person, firm or corporation, including the District arising out of or in any way connected with the work and/or delivery of equipment and supplies covered in the bid, whether said injury or damage occurs either on or off the District's property if the liability arose from the negligence or willful misconduct of anyone employed by the vendor(s), either directly or by independent contract, and not by the active negligence of the district. The vendor(s), at their own expense, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, or satisfy any judgments that may be rendered against the District et.al., on any such claim or liability and shall pay or satisfy any judgment that may be rendered against the District et.al., in any action, suit or other proceedings as a result thereof.

3.4 FIT WORKERS

Vendor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or any person not skilled in work assigned to such person. It shall be the responsibility of the vendor(s) to ensure compliance with this article. Any person in the employ of the vendor(s) whom the District may deem incompetent, unfit, intemperate, or otherwise undesirable shall be excluded from the District site and shall not be employed on it except with the written consent of the District.

3.5 DEFAULT OF SUCCESSFUL PROPOSER

The District shall hold the awarded contractor fully responsible for any damage which may be sustained because of the failure or neglect of the contractor to comply with any terms or conditions listed hereon, it being specifically provided and agreed that time shall be of the essence in meeting delivery and service requirements. Should the contractor fail or neglect to comply with the terms of the bid and purchase order documents, the District, may, upon written notice to the contractor, cancel the services in its entirety or cancel or rescind any or all items affected by such default; and may, purchase the needed materials or services elsewhere with a ten day written notice to the original contractor. Any extra costs incurred by the District, because of such default, may be collected by the District from the original contractor.

3.6 ESCALATION CLAUSE

It is agreed that no increase in price will be automatically granted without prior approval from the District. Any price increase shall be stated as a percentage on the price list and adequate documentation must be supplied to support any such increase, such as, but not limited to, contractor’s supplier invoices, costs of supplies and equipment or other costs incurred by the contractor. While the District is aware that volatile changes in the market prices occur, in no event shall any price increase be automatically assumed to be acceptable. The District may elect to cancel the existing contract and issue a new RFP.

3.7 FORCE MAJEURE

Notwithstanding anything to the contrary contained in this agreement, the District and Contractor shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “force Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The District and Contractor waive any rights of recovery against the other Party and shall not charge results of “acts of God” to the other Party, its officers, employees, or agents.

3.8 AGREEMENT

The District will provide a Service Agreement and a Purchase Order to awarded contractor. The Agreement will require the following documents be provided within 10 business days of the agreement being issued:

- a. Signed Agreement
- b. Drug-Free Workplace Form
- c. Certificate Regarding Worker’s Compensation
- d. Certificate Regarding Prevailing Wage and Related Labor Requirements
- e. Contractor Safety Rules and Regulations
- f. Performance Bond
- g. Payment Bond

h. Certificate of Contractor DIR

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Appendix A

REFERENCES

*This form must be submitted in your bid. Failure to provide this form may result in immediate rejection of the bid.
At least two (2) references must be for public schools.*

- 1). **AGENCY:** _____
 LOCATION: _____
 PHONE/EMAIL: _____
 CONTACT NAME: _____
 SERVICE DATES: _____

Does this facility have any of the follow equipment in operation?

Chemtrol or Strantrol automated chemical systems:	Yes	No
Stark or US Filter filter systems with automated backwash systems:	Yes	No
Raypak Xtherm pool heaters:	Yes	No
Danfoss (Pentair Acu-drive) VFD:	Yes	No

- 2). **AGENCY:** _____
 LOCATION: _____
 PHONE/EMAIL: _____
 CONTACT NAME: _____
 SERVICE DATES: _____

Does this facility have any of the follow equipment in operation?

Chemtrol or Strantrol automated chemical systems:	Yes	No
Stark or US Filter filter systems with automated backwash systems:	Yes	No
Raypak Xtherm pool heaters:	Yes	No
Danfoss (Pentair Acu-drive) VFD:	Yes	No

- 3). **AGENCY:** _____
 LOCATION: _____
 PHONE/EMAIL: _____
 CONTACT NAME: _____
 SERVICE DATES: _____

Does this facility have any of the follow equipment in operation?

Chemtrol or Strantrol automated chemical systems:	Yes	No
Stark or US Filter filter systems with automated backwash systems:	Yes	No
Raypak Xtherm pool heaters:	Yes	No
Danfoss (Pentair Acu-drive) VFD:	Yes	No

4). **AGENCY:** _____
LOCATION: _____
PHONE/EMAIL: _____
CONTACT NAME: _____
SERVICE DATES: _____

Does this facility have any of the follow equipment in operation?

Chemtrol or Strantrol automated chemical systems:	Yes	No
Stark or US Filter filter systems with automated backwash systems:	Yes	No
Raypak Xtherm pool heaters:	Yes	No
Danfoss (Pentair Acu-drive) VFD:	Yes	No

5) **AGENCY:** _____
LOCATION: _____
PHONE/EMAIL: _____
CONTACT NAME: _____
SERVICE DATES: _____

Does this facility have any of the follow equipment in operation?

Chemtrol or Strantrol automated chemical systems:	Yes	No
Stark or US Filter filter systems with automated backwash systems:	Yes	No
Raypak Xtherm pool heaters:	Yes	No
Danfoss (Pentair Acu-drive) VFD:	Yes	No

Appendix B
PROPOSAL FORM

This form must be submitted in your bid. Failure to provide this form may result in immediate rejection of the bid.

(Do not leave any information blank)

Project: RFP #2022-1 DVAC Swimming Pool and Appurtenant Systems Maintenance Services

Bidding Contractor ("Bidder"): _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- A. The undersigned is a duly-authorized representative of the Bidder and, in that capacity, has reviewed the information set forth in this Proposal form and the Proposal Documents and has executed and submitted this Proposal form on behalf of the Contractor.
- B. The Bidder is duly licensed as a contractor by the Contractors State License Board of the State of California ("CSLB"), such license(s) is (are) in full force and effect as of the date the Bidder has submitted this bid to the District, and the classification(s) of such license(s) is (are) appropriate to allow the Bidder to perform all of the Work in accordance with California law. The classification(s) and number(s) of the license(s) issued to the Bidder by the CSLB is (are):

Class: _____, License #: _____; Class: _____, License #: _____;

- C. The Bidder certifies that its employee(s) hold certifications for the requirements set forth in this RFP and designates the following employee(s) as active providers should this contract be awarded our company:

Name: _____ Years with Contractor: ____

CPO / AFO License Number: _____

(Circle One)

Other Certifications Held: _____

Name: _____ Years with Contractor: ____

CPO / AFO License Number: _____

(Circle One)

Other Certifications Held: _____

Name: _____ Years with Contractor: ____

CPO / AFO License Number: _____

(Circle One)

Other Certifications Held: _____

- D. The bidder has become familiar with the pool site locations, has become familiar with the RFP documents and hereby represents and warrants that it is sufficiently experienced and qualified and that it has sufficient financial and other resources, to perform and complete the requested services in strict accordance with the RFP documents.
- E. Being sufficiently experienced and qualified to perform the Work, Bidder hereby proposes to (and, if awarded the Contract, the Bidder shall) furnish at its own cost and expense any and all labor, materials, tools, equipment, facilities, transportation, services and other things required for pool maintenance in strict conformity with the RFP Documents, in exchange for payment from the District of the total, all-inclusive amount(s):

E.1 SWIMMING POOL MAINTENANCE PROPOSAL:

(In-Season) Weekly Cost \$ _____, X20= Annual Cost \$ _____

(Off-Season) Weekly Cost \$ _____, X32= Annual Cost \$ _____

TOTAL ANNUAL POOL MAINTENANCE PROPOSAL \$ _____

E.2 HEATER SERVICES and MAINTENANCE PROPOSAL:

Monthly Cost \$ _____, X12= Annual Cost \$ _____

TOTAL ANNUAL HEATER SERVICE PROPOSAL \$ _____

TOTALS from ABOVE E.1 Swimming Pool Maintenance and E.2 Heater Service Maintenance:

\$ _____ (numerical)

_____ (word form)

***Base bid bond, cash, cashier's check or money order on this TOTAL for both services**

F. The Bidder acknowledges that it received, and that it fully considered when preparing this proposal and determining the proposal amount(s) proposed by the Contractor herein ("Proposal Amounts"), each of the following Addenda (check all that apply):

Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4

G. The Bidder acknowledges that the Proposal amounts shall constitute all-inclusive compensation in exchange for full and satisfactory completion of all of the Work, including, without limitation, compensation for any and all sales taxes, supervision, general conditions, fees, and profit.

H. The Bidder represents and warrants that it was responsible for preparing this proposal and that it has carefully checked and confirmed the Proposal Amounts and all other information set forth in this Proposal Form. The Bidder acknowledges and agrees that the District may rely on such information and in no event shall the District Board or the District be responsible for any errors or omissions in this proposal. The Bidder is aware and acknowledges that the District Board has the right to waive any minor irregularity in this bid, any other bid, or all bids for these Services.

I. The Bidder has completed as applicable, executed, and submitted with this Proposal Form all of the other required forms. The Bidder acknowledges that the District shall deem this bid to be non-responsive if the Bidder fails to complete as applicable, execute, and submit any such other forms to the District concurrently with this Proposal form.

J. If awarded the Contract, the Bidder shall execute the Contract by causing its duly-authorized representative to sign the Agreement for Services, and thereby bind the Bidder to the Contract. The Bidder acknowledges that its bid security submitted concurrently herewith was given to guarantee that, if awarded the Contract, then, within ten calendar days of receipt of the Notice of Award, the Bidder shall complete as applicable, execute, and submit to the District: (i) the Services Agreement, Payment Bond, Performance Bond, and all other Required Contract Forms; and (ii) all Certificates of Insurance and endorsements required by the Contract Documents. The Bidder further acknowledges that it shall forfeit up to the whole amount of its bid security in the event Bidder fails to timely complete as applicable, execute, and submit any such documents to the District.

K. The contact information set forth below is the current address and telephone number for the Bidder. The Bidder acknowledges that, if the District attempts to contact the Bidder for any purpose relating to this bid (including, without limitation, to request additional information or to provide a Notice of Award), but the District is unable to reach the Bidder because information set forth below is not correct, then the District may reject this bid and, in such event, the District shall have no liability to the Bidder whatsoever.

Bidder Street Address: _____

Telephone Number: _____

Contact Email: _____

- L. The Bidder is organized as a (check only one):
- Corporation Limited Liability Company General Partnership
- Sole Proprietorship Other (describe): _____

M. The Bidder is organized pursuant to the laws of the state of: _____

N. The Bidder acknowledges and agrees that, unless it withdraws this bid, the Bidder may not withdraw this bid for a period of sixty days after the Bid Deadline.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

Appendix C

NON-COLLUSION AFFIDAVIT

This form must be submitted in your bid. Failure to provide this form may result in immediate rejection of the bid.

STATE OF CALIFORNIA, COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is

_____ of _____, the party making the
(Title) (Name of Bidder)

Foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20__

Notary Public

My Commission Expires:

Appendix D

SITE VISIT CERTIFICATION

Project: **RFP #2022-1 DVAC Simming Pool and Appurtenant Systems Maintenance Services**

Project Site Location: **Diamond Valley Lake Aquatic Center (DVAC)**

The undersigned, an authorized representative of the contractor identified below ("Contractor"), hereby certifies to the Valley-Wide Recreation and Park District ("District"), for and on behalf of the Contractor, that:

- (i) I have sufficient knowledge, experience and/or resources to have undertaken the activities and reached the conclusions described and set forth in this Site Visit Certification.
- (ii) On the date(s) specified below, I visited the Project Site and inspected the Project Site and all conditions at the Project Site that will or might affect the performance of the work required to complete the Project or the portion thereof to be performed by the Contractor if awarded a contract for such work, including, without limitation, (a) the general shape, layout, slope, crossfall and other features of the Project Site, (b) any right-of-way and access limitations affecting the Project Site, (c) any existing buildings, hardscape, paving and other improvements on, at or in the vicinity of the Project Site, (d) any encroachments on the Project Site, (e) any manholes, pullboxes, valves and valveboxes, backflow preventers, stormdrain inlets and outlets, and/or similar features on, at or in the vicinity of the Project Site that may indicate the presence of subsurface utilities or other improvements on the Project Site, (f) any reasonably-apparent past or present uses of the Project Site, or reasonably-apparent age or condition of any improvements on or at the Project Site, that may indicate presence of any asbestos, lead or other hazardous materials on or at the Project Site, and (g) any mature trees or other vegetation, natural drainage or watercourses, or other landscape features on or in the vicinity of the Project Site.
- (iii) I am fully acquainted with all conditions that will affect the work required to complete the Project or the portion thereof to be performed by the Contractor if awarded a contract for such work, and I fully understand the facilities, difficulties, and restrictions attending the execution of such work; and such understanding is hereby attributed to and deemed to be the understanding of the Contractor.
- (iv) In connection with the work required to complete the Project or the portion thereof to be performed by the Contractor if awarded a contract for such work, the Contractor accepts full responsibility for all conditions on, at or in the vicinity of the Project Site affecting such work that reasonably could have been observed or identified during my visit to the Project Site.

I certify subject to penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Contractor Name

Print Name

Contractor License Number

Title or Position

Site Visit Date(s): _____

Date signed: _____



**VALLEY-WIDE RECREATION AND PARK DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR
RFP #2022-1 DVAC SWIMMING POOL AND
APPURTENANT SYSTEMS MAINTENANCE SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the Valley-Wide Recreation and Park District, a Recreation and Park District formed and operating under California Public Resources Code 5780 *et seq.* with its principal place of business at 901 West Esplanade Ave, San Jacinto, CA 92582 ("District") and [CONTRACTOR NAME], with its principal place of business at [CONTRACTOR ADDRESS] ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility of on-call services for the completion of the Replenishment of Engineered Wood Fibar for Various Park Locations (Project 2020-119) as required by the District pursuant to the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render on-call services for the completion of the Project 2020-119. Component parts of the Agreement ("Contract Documents") include the Notice Inviting Bids, Instruction to Bidders, Bid Form, Designation of Subcontractors, Non-Collusion Declaration Form, Public Works Contractor Registration Certification, Contractor's Licensing Statement, Worker's Compensation Insurance Certificate.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional contractor services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **XXXXX, 202X to XXXXX, 202X**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. The Agreement may be extended for two, one-year period by mutual consent of the District and the Contractor

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work performed by Contractor shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the District. The key personnel for performance of this Agreement are as follows:

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the District to be

uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence and if written with an aggregate, the aggregate shall be double per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form

CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

- (c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval.

The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (b) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement. An additional insured endorsement shall be provided specifically referencing "Valley-Wide Recreation and Park District – 901 W. Esplanade Avenue, San Jacinto, CA 92582".
- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of

warranties shall not affect coverage provided to the indemnified parties.

- (6) **Applicability:** That the coverage provided therein shall apply to the obligations assumed by the Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- (B) The policy or policies of insurance required by Section 3.2.10.2 (c) Workers' Compensation shall be endorsed, as follows:
 - (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.

3.2.10.4 **Deductible.** Any deductible or self-insured retention must be approved in writing by the District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.5 **Evidence of Insurance.** The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.6 **Failure to Maintain Coverage.** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the District. The District shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

3.2.10.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.8 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the District as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation of this Agreement shall not exceed [DOLLAR AMOUNT IN CAPITALIZED WORDS HERE] DOLLARS (\$[DOLLAR AMOUNT IN FIGURES HERE]) without written approval of the District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District except for the items listed in the scope of work.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" shall be adjusted each year at the time of renewal in accordance with the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, or at the percentage rate set forth in Exhibit "C."

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”) and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: [CONTRACTOR NAME]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
[CONTRACTOR CONTACT NUMBER]
Attn: [CONTACT NAME]

District: Valley-Wide Recreation and Park District
901 W. Esplanade Ave.
P.O. Box 907
San Jacinto, California 92581
Attn: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification.

3.5.5.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees, and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor.

3.5.5.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents and/or volunteers as part of any such claim, suit, action or proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its directors, officials, officers, employees and agents and/or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 District's Right to Employ Other Contractors. District reserves right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, but all of which constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the Parties are deemed to constitute original signatures, and facsimile or electronic copies hereof are deemed to constitute duplicate originals.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 Force Majeure

3.7.1 Force Majeure Events. Notwithstanding anything to the contrary contained in this agreement, the District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil

disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Contractor waives any right of recovery against the District and Contractor shall not charge results of “acts of God” to District, its officers, employees, or agents.

**VALLEY-WIDE RECREATION
AND PARK DISTRICT**

[CONTRACTOR NAME]

By: _____
Dean Wetter
General Manager

By: _____
Principal

Attest:

Attest:

By: _____
Lanay Negrete
Clerk to the Board of Directors

By: _____
Secretary

EXHIBIT "A"
SCOPE OF SERVICES

[Attach Copy of Proposal / Scope of Services]

EXHIBIT "B"
SCHEDULE OF SERVICES

NOT APPLICABLE. ALL SERVICES ARE SCHEDULED WITH VALLEY-WIDE RECREATION AND PARK DISTRICT.

**EXHIBIT "C"
COMPENSATION**

NOT APPLICABLE – SEE CONTRACT SECTION ONLY

[Include copy of Contractor's fee schedule, otherwise just leave above statement]