

**FIRST AMENDMENT TO AGREEMENT WITH BLUERAY MANAGEMENT, LLC
TO OPERATE AND MANAGE ALL CITY POOLS**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on January 18, 2022, by and between Blueray Management, LLC, a California company (“Provider”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The parties entered into Agreement No. A-2020-007 (“Agreement”) dated January 21, 2020, to provide public pool management, including staffing, training, safety (lifeguard) services.
- B. On November 30, 2020, the parties exercised the first of two (2) optional one-year extensions of the Agreement through January 20, 2022 (A-2020-007-01). The Agreement is current and in effect.
- C. The parties wish to amend the Agreement to exercise the final extension term of the Agreement; increase the Scope of Work for operation services of the aquatics program at city pools to include maintenance of the pools; increase the overall compensation for this Agreement to provide compensation for the increased services for maintenance, and increased insurance costs for provision of services from the Agreement and the increased scope of services; amend the payment schedule related to the maintenance services; and amend the Agreement to provide revised insurance requirements for inclusion of the increased scope and for services provided from the original Agreement.

The Parties therefore agree:

- 1. **Section 1, Scope of Work**, is hereby amended to increase the scope of services, as detailed in the attached **Exhibit A-1** to this First Amendment, for operation services of the aquatics program at city pools to include maintenance of the pools.
- 2. **Section 2.b, Compensation**, is hereby amended to increase the annual amount for this final extended term, to cover costs from the Agreement, the increased scope of services, and insurance costs, as detailed below, and shall not exceed \$432,527. This annual not-to-exceed amount for this extended term includes a 10% contingency for services required at the sole discretion of the City. The total sum to be expended under this Agreement shall not exceed \$771,461. The annual amount shall be paid out in monthly installments, as detailed in **Exhibit A-2** to this First Amendment.
- 3. **Section 3, Term**, is amended to extend the term of the Agreement until January 20, 2023.
- 4. **Section 5, Insurance**, is amended to remove the original insurance requirements and replace said insurance requirements as follows:

Prior to undertaking performance of work under this Agreement, Provider shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. **Minimum Scope and Limit of Insurance**

- 1. **Commercial General Liability Insurance.** Provider shall maintain commercial general liability insurance, which shall include, but not be limited to, protection

against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Provider's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insured's provisions.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. Only needed if they vendor will be driving in the scope of work.
3. **Worker's Compensation Insurance.** In accordance with California State law, Provider, if Provider has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Provider agrees to obtain and maintain any employer's liability insurance with limits not less than **\$1,000,000** per accident.
4. **Sexual Abuse or Molestation (SAM) Liability.** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Provider shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$100,000** per occurrence or claim.

If the Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

2. **Primary Coverage:** For any claims related to this contract, the Provider's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Provider hereby grants to City a waiver of any right to subrogation that any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Verification of Coverage:** Provider shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Subcontractors:** Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated

herein, and Provider shall ensure that City is an additional insured on insurance required from subcontractors.

- 9. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 5. Except as modified by this First Amendment, all terms and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

ATTEST

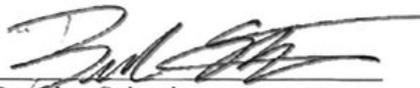
CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

BLUERAY MANAGEMENT, LLC

By: 
Brandon Salvatierra
Deputy City Attorney


By: ABBY PERROSIE
Title: PRESIDENT

RECOMMENDED FOR APPROVAL

LISA RUDLOFF
Executive Director,
Parks, Recreation, &
Community Services Agency

EXHIBIT A-1



10661 Ellis Ave, Ste E, Fountain Valley, CA 92658

December 17, 2021

Ali Boruderdi
City of Santa Ana
Santa Ana, CA

Dear Ali:

Thank you for requesting our bid on commercial pool maintenance for the City of Santa Ana in Santa Ana, CA. Based on the information given, we have taken the appropriate notes at your facility to provide you with a commercial service proposal for your pool and spa.

Blueray Aquatics is a full-service pool company, C-53 Swimming Pool Contractor (CA License #1057057) focused on creating safe environments and exceptional customer service with over 25 years of experience in the Aquatics industry. We offer year-round commercial pool maintenance, management, programming, renovations, and construction services making us the only comprehensive provider of aquatics. By offering a wide range of services we are able to streamline our clients' procurement and accounting process while offering the convenience and flexibility to work with one or all of our specialized divisions.

Blueray retains a devoted year around team of Certified Pool Operators committed to provide close care to any aquatic facility, whether pool, spa, or fountain. Each one of Blueray's Pool technicians are tracked and virtually monitored by our GPS application system, which tracks the exact positioning of all field technicians in the field within a 50 ft of an assigned pool facility. This allows Blueray to monitor the time spent at each facility to ensure that each one of our pools are given the best service in the industry with rushing. We thrive on ensuring that each facility under our supervision is always looking its best! We are proficient in locating and addressing minor issues before they become major problems. Our full spectrum of maintenance service can be customized to any region and schedule. Blueray proudly serves all communities within the greater Orange County area. Emergency service available: **24 hours per day, 7 days a week.**

Expert Installation and on-site repair services:

- Commercial Heaters (Lockinvar, Pentair, Raypak, Jandy-Larrs)
- Pumps (Hayward, Pentair, Sta-rite)
- Title-22 Compliant Chemical Automation.
- Solar and Thermal heating systems.
- Chemical Control Systems (Act-Trol, CAT, CONTROL-O-MATIC, Rolo-Chem, Paradise, Strantrol, BecSys)
- Filters (Cartridge, D/E, Sand)

- Pavers, Tile Repair, Coping, Re-plaster, Acid Washes)
- Lights and Electrical (Pool/Spa and Fountain Lights, Intermatic, Compool, Remote Control, Pentair Timer/Control Systems)
- Salt Systems (Auto-Pilot, Eco-Matic, Goldline, Pentair, Zodiac)
- Chemical Delivery Services (Bulk supplies, delivery services)
- Pool Staffing Solutions (Gate Guards, Pool Monitors, Covid Staff, Pool Lifeguards).

Services to be Performed	Every Service Day	Monthly	Quarterly
1. Skim surface of water of pool/spa to remove all debris, leaves, dirt, etc...			
2. Brush all pool/spa tile to remove excess dirt, scum, and scale deposits (as needed).			
3. Vacuum the bottom of the pool/spa or any related facilities to remove any debris, leaves and dirt.			
4. All equipment will be maintained in safe, clean and good operational condition. Repairs will be identified and estimates sent for approval prior to the repairs performed.			
5. Remove and clean strainer baskets around pool/spa & pump room.			
6. Brush submerged surfaces (such as walls and pool steps & ladders)			
7. Maintain proper records in accordance with the state, local County City or other prevailing Health Department regulations as to operation, chlorine level pH level. Records to include service performed and chemicals used, said records are to be legible and are to be kept on premises in a protected location. The contractor will maintain a journal of pool testing that will itemize each pool tested and in which the time, date & results will be recorded. the journal will list the normal values for the type of tester that is being used.			
8. The pumps, filters, disinfectant and chemical feeders, flow indicators, gauge meters and all related parts of the pool water filtration & purification system shall be kept in operational condition whenever the pool is available for use.			
9. Maintain all deck equipment and pool equipment in safe, clean and good operating condition. Repairs to equipment must be approved in advance, and such repairs will be an additional cost.			
10. Perform water tests and maintain the following chemical parameters for the pool being maintained. Test and record during each regular service for; pH balance, Free chlorine, Total chlorine, Cyanuric Acid, Total Alkalinity and calcium hardness. <u>Pool Chemical Parameters</u> <u>pH level:</u> reading shall be in between 7.2 - 8.0 <u>Free chlorine residual:</u> must be maintained to at least 3.00 ppm (1.5 ppm of cyanuric acid is used as a stabilizer) <u>Total Chlorine:</u> Same as free chlorine reading <u>Cyanuric Acid:</u> reading shall not exceed 100 ppm <u>Total Alkalinity:</u> 80-110 ppm <u>Calcium Hardness:</u> 200-600 ppm <u>note:</u> recommends that all bodies of water be equipped with automation control units. These units monitor and maintain chemicals (chlorine,pH) at perfect levels with the use of sensors, and chemical feed pumps. This assures against any chemical damage to the plaster or equipment. Without these control units, chemical levels can not be guaranteed due to the various factors that cause chemical fluctuation.			
11. Maintain correct water levels to assure effective skimming and prevent cavitation			

Services to be Performed	Every Service Day	Monthly	Quarterly
12. Perform and record results of calcium hardness and cyanuric acid levels. Pool water should be drained if calcium hardness exceeds 600 ppm or if cyanuric acid exceeds 100 ppm. When drained, pool will be inspected for damage, repaired as necessary and refilled. Repairs required will be an additional cost.			
13. Perform and record total dissolved solids (TDS) test at least once every three months. Pool water should be drained if total solids exceeds 2,500 PPM			
14. Pool equipment rooms shall be kept in a neat, sanitary and safe condition at all times.			
15. Contractor to furnish Diamaceous Earth (D.E.) tile cleaner, non-chlorine shock, etc for general operation of pool			
16. Set thermostat(s) as requested by Owner for pool operations, and maintain consistent temperatures.			
17. Refill and/or adjust chemical feed system to assure continuous maintenance of chlorine and pH parameters. Chlorinators must be operational during all use periods.			
18. Properly set timers to assure operations during hours of use and for a minimum of three hours before and after use.			
19. Inspect gate closing locks and mechanisms. If in need of repair, secure them in a closed state and notify management immediately for instructions.			
20. Ensure proper emergency signage is posted at all times in accordance with state/city/county regulations.			
21. Notify owner of an vandalism, theft or damage to the pool area, equipment or related furnishings.			
22. Lubricate seals and o-rings as needed with silicone or other approved lubricant.			
23. The filters will be disassembled and cleaned in accordance with the cleaning instructions in the D.E. Filter maintenance instructions.			
24. The chlorinator systems will be serviced in accordance with the pump maintenance instructions.			
25. Obtain computerized water analysis and maintain recommended chemical parameters. If TDS, cyanuric acid or calcium hardness levels are exceeded, drain and refill pool with fresh, un-softened water in accordance with pool start-up instructions.			
26. Tile to be cleaned using commercially available pool tile scrub, and non-irritant soap.			
27. Check drains and skimmer covers, check condition of safety signs, life rings, rope and safety hooks.			
28. Backwash pool/spa as necessary, maintain time clocks			
29. Report all safety issues and/or any other equipment problems including, but not limited to; loose handrails, flow meters, over and under heating, etc...			
30. Contractor shall supply all necessary servicing and cleaning of equipment and tools required for repairs and maintenance.			

Proposed Location: City of Santa Ana

1. **Memorial:** 2012 S. Flower St, Santa Ana, CA
2. **Jerome:** 726 S. Center St, Santa Ana, CA
3. **Salgado:** 706 N. Newhope, Santa Ana, CA
4. **El Salvador:** 1825 W. Civic Dr., Santa Ana, CA
5. **Santa Anita:** 300 S Figueroa St, Santa Ana, CA

Pricing on Services | Year-Round Pool Service

Three Service Days Per Week: \$5,495.00 Per month

- Season dates/times subject to change based on Board approval.
- Flexible service schedule to accommodate facility needs at no extra charge.
- Bluearay provides a *PRICE MATCH* guarantee.

Additional Billing for Weekly Chemicals-chemical pricing subject to change due to market increases/supplies demand.

- Liquid Chlorine (Bulk): \$2.95/gallon
- Liquid Chlorine (small quantity): \$5.65/gallon (4 per case)
- Muriatic Acid (Bulk): \$3.95/gallon
- Muriatic Acid (small quantity): \$7.45/gallon (4 per case)
- Enzymes: \$21.95/quart
- Phosphate Remover: \$59.95/quart
- Conditioner: \$2.10/pound
- Algaecide: Included
- Foam Out: \$17.95/pint
- Shock: \$4.95/pound
- 25 lb of 3" tabs: \$75.95
- Sodium Bicarbonate: \$.89/ pound
- Calcium Chloride: \$.89/pound
- 40 lb Chlorine Salt Bags: \$16.95/bag

Additional Billing for Preventative Maintenance (as needed upon management approval)

- Equipment repairs hourly rate: \$95.00/hour
- Drain and Refill (Spa/Wader) (including start up chemicals)- \$450 per service (as needed)
- Corrective Action Services (treating for contaminates)- \$150 per treatment
- Emergency Service (24 hours per day/ 7 days per week): \$150 for the 1st hour, \$95 for any additional hours.

Thank for you the opportunity for allowing Blueray to provide you with a bid for commercial pool/spa services. Please don't hesitate to contact us with any questions or concerns regarding our Commercial Pool and Spa proposal. We look forward to the opportunity to working with you and the City of Santa Ana family.

Sincerely,

Abby Pearose
Blueray Aquatics

Approved by:

City of Santa Ana

Date

Authorized Representative

EXHIBIT A-2

EXHIBIT A-2

Exhibit 1

Payment Schedule

Service Period	Pool Program	Pool Maintenance	Total
Jan-22			\$ -
Feb-22	\$ 157,800.00	\$ 5,495.00	\$ 163,295.00
Mar-22		\$ 5,495.00	\$ 5,495.00
Apr-22	\$ 28,244.50	\$ 5,495.00	\$ 33,739.50
May-22	\$ 28,244.50	\$ 5,495.00	\$ 33,739.50
Jun-22	\$ 28,244.50	\$ 5,495.00	\$ 33,739.50
Jul-22	\$ 28,244.50	\$ 5,495.00	\$ 33,739.50
Aug-22	\$ 28,244.50	\$ 5,495.00	\$ 33,739.50
Sep-22	\$ 28,244.50	\$ 5,495.00	\$ 33,739.50
Oct-22		\$ 5,495.00	\$ 5,495.00
Nov-22		\$ 5,495.00	\$ 5,495.00
Dec-22		\$ 5,495.00	\$ 5,495.00
Jan-23		\$ 5,495.00	\$ 5,495.00
Feb-23			\$ -
	\$ 327,267.00	\$ 65,940.00	\$ 393,207.00