



***Sent by Email***

April 16, 2019

Mr. Chris Erickson  
Supervisor  
City of Lake Elsinore  
Public Works Department  
521 N. Langstaff Street  
Lake Elsinore, CA 92530

**RE: SERVICE PROPOSAL**  
**LOCATION: LAUNCH POINTE**  
**BODIES OF WATER: 1 Swimming Pool**

Dear Chris:

Thank you for inviting California Waters to submit a proposal for ongoing service and repairs for the City's outdoor swimming pool at Launch Pointe at 32040 Riverside Drive. We have provided a scope of either a) three times weekly visits during the high season and twice-weekly visits otherwise, on weekdays, or b) seven days year-round, weekends included. Our quotes include in either case prevailing wage labor and administration.

We are available to begin immediately. Please sign and return the attached Maintenance Agreement or provide us with your preferred form of contract.

Should you have any questions, or if you would like additional information or references, please call or email me directly. Our goal is to make this process as smooth and easy as possible for you all while elevating the quality and level of service you receive.

We will give you a call in a few days to discuss next steps. Thank you.

Sincerely,  
*Jeffrey Barman /s/*  
Jeffrey Barman

Tel: 949-528-0900, Ext. 102  
Email: [jbarman@californiawaters.com](mailto:jbarman@californiawaters.com)  
Fax: 949-528-0910

cc: Lorri Johncox, Service / Repair Services Coordinator  
Ext. 111; [ljohncox@californiawaters.com](mailto:ljohncox@californiawaters.com)

Attachment





## SWIMMING POOL MAINTENANCE AGREEMENT

**BODIES OF WATER:** 1 POOL AT LAUNCH POINTE IN LAKE ELSINORE, CA.

<b>ATTENTION:</b>  Mr. Chris Erickson Supervisor City of Lake Elsinore Public Works Department 521 N. Langstaff Street Lake Elsinore, CA 92530	<b>AGREED &amp; APPROVED</b>  _____  Signed  _____  Print Name  _____  Title _____ Date _____
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### SCOPE OF WORK

California Waters will supply all **labor at prevailing wage**, tools, equipment, and standard chemicals needed to service your property's bodies of water named above, as outlined below:

Service Frequency: Three-Times-Weekly Visits five months and Twice-Weekly visits seven months; weekdays only; OR Daily, Year-Round.  
Day/s and time/s TBD at Vendor's discretion.

Minimum Service Day: Inclement weather.

No Service Day: Major holidays and/or storming weather.

#### *Summary Cleaning Scope:*

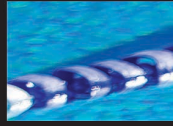
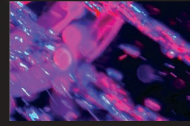
- 💧 Check in with security staff at each visit upon arrival.
- 💧 Visual inspection of decking surrounding each body of water for noted health or safety hazards.
- 💧 Sweeping the surface of the water as needed.
- 💧 Vacuuming of pool's level surfaces as needed, capped at once weekly, except for 7-day service options, which shall be twice-weekly.
- 💧 Cleaning out and inspecting the skimmers of each body of water.
- 💧 Inspection of and adjustment of proper water level.
- 💧 Visual inspection of above ground plumbing for leaks.
- 💧 Visual inspection of chemical feed lines, and cleaning of injection points as needed.
- 💧 Visual inspection of equipment for proper and safe operation.
- 💧 Backwashing of sand filters as needed and logging of pressures.
- 💧 Chemical testing and adjustment for proper chlorination and pH control.

### **CONTRACTUAL PRICE MONTHLY, INCLUDING PREVAILING WAGE LABOR, CHEMICALS, SALES TAX & TRIP CHARGES:**

**Three-Times-Weekly Visits five months and Twice-Weekly visits seven months; weekdays only:** \$2930.  
**Daily, Year-Round:** \$7450.

*Please Note: Price contingent upon concurrent award of at least one splashpad.*





**Duration of Agreement:** Duration of Agreement: One year, auto-renewing month-to-month thereafter. Contract to commence 5/1/19; however, any start date prior is available at Customer's option with one-week prior notice to Vendor. Contract may be terminated by Customer at any time for any reason by providing Vendor 60 days' prior written notice.

**Terms:** Invoiced in writing, sent by email or mail; Service payable monthly in advance; Repairs and Incidental Labor payable as invoiced; Due net 30; Interest at 2% per month after 30 days. Prevailing, Davis-Bacon, Living and other wage requirements are specifically excluded from this proposal.

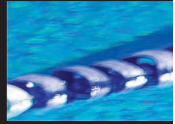
**Parking/Access:** Customer to provide Vendor with appropriate close-by parking and access passes, badges, permits, spaces, codes, keys, and the like, for the use of Vendor's work and managerial vehicles, only while on-site for business purposes, at no cost to Vendor.

**Confined Space:** Customer confirms that location is not defined by Customer as confined space; confined space services are available upon request.

**READINGS: COUNTY REQUIRES DAILY CHEMICAL TESTING AND LOGGING OF RESULTS. ON ALL DAYS VENDOR IS NOT ON SITE, CUSTOMER AGREES SUCH READINGS WILL BE PERFORMED BY CUSTOMER.**

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1. California Waters will replace lamps (bulbs), filter baskets, filter cartridges, seals, O-rings, and other small but necessary repair items as applicable and as needed at Vendor's standard rates per item and subsequently a written invoice will be emailed or mailed to Customer.
2. California Waters will promptly notify management of any other equipment malfunction or safety compromise noted, other than those of (1) above.
3. If requested or required, California Waters will provide a written estimate for all necessary repairs, or extra work, other than those of (1) above.
4. For services not included in standard recurring service covered herein, Vendor's hourly rate for incidental labor is \$195 per man-hour (one hour minimum) and trip charge is \$200, as of contract execution date.
5. Servicing of onsite showers, rest rooms, and other facilities are strictly excluded from scope herein.
6. 24-Hour Emergency Service Available 7 Days a Week - billed at time-and-a-half on Nights and Saturdays, and at double-time on Sundays and Holidays, including portal to portal round-trip travel time (but without trip charge if so).

If Applicable to Your System and Not Included in Standard Service Costs: DE Filter Cleanouts, replacing media and broken grids, to be performed on a quarterly to semi-annual basis, and Heater Cleanouts/Preventative Maintenance to be performed on an annual basis, or for both as needed, on a T&M Basis.

If during your engagement of California Waters or the one (1) year period following the last billable work performed by California Waters, you or any of your related companies solicit as an employee and/or independent consultant, whether directly or indirectly, on a full time, part time or temporary basis, a current or former employee or consultant of California Waters ("Protected Person") who performed work for you, in addition to its other rights and remedies, California Waters shall be entitled to a fee of \$50,000 ("Conversion Fee"). There will be no refund of any Conversion Fee or any obligation to search for a replacement candidate if a Protected Person is subsequently terminated or resigns from your business. The Conversion Fee is not a penalty but rather a reasonable estimate of damages to compensate California Waters for the valuable time and money California Waters invests in attracting, hiring, and training its team of industry consultants and employees.

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***Sent by Email and Overnight Courier***

April 8, 2019

Mr. Chris Erickson  
Supervisor  
City of Lake Elsinore  
Public Works Department  
521 N. Langstaff Street  
Lake Elsinore, CA 92530

**RE:        Splashpad Maintenance Proposal**

Dear Chris:

Thank you for inviting California Waters to submit a proposal for ongoing service and repairs for the City's outdoor splashpads:

- Yarborough Park, 419 N. Poe Street
- Canyon Hills Community Park, 34360 Canyon Hills Rd.
- Launch Pointe, 32040 Riverside Drive

We are one of the largest and oldest commercial aquatic service companies in Southern California. Five of the ten largest property management firms, in both Los Angeles and Orange Counties, as well as cities like Anaheim, Beverly Hills and Santa Monica, already rely on us for all their service and repair needs. We're experts at what we do, and we have the economies of scale to work on any size property, large or small, to ensure you receive the highest possible value.

But please don't just take our word for it:

*"As one of the largest and fastest growing property managers in Southern California, it is critical to have vendors that can keep up with our increasing needs. California Waters is able to provide the kind of service we need to maintain multiple fountains and water features at a combination of apartments, townhomes, retail and public spaces and satisfy all of our constituents including homeowners, renters, shoppers and visitors. With a mixture of aging and new water features, a comprehensive and technical knowledge base is needed and they deliver."*

*--Mr. Forrest Graef, Aquatic Facilities Manager, FirstService Residential: Playa Vista*



**We focus on the following, so you don't have to:**

- 💧 Preventing problems before they start – a crucial component to maintaining continuous, crystal clear and engaging swimming pools, aquatic facilities, splashpads, water features and fountains.
- 💧 Minimizing costly expenses – With equipment and structural repairs costing hundreds if not thousands of dollars, resist the urge to be penny-wise and pound foolish. Our quality, professional expertise, and exceptional customer service can extend the life of your investment and eliminate headaches down the road: Think Nordstrom vs. Walmart.
- 💧 Decreasing down-time– 7-day/24-hour emergency service available for our customers.
- 💧 Minimizing your exposure– We are fully insured, with \$6 million of liability insurance, and fully licensed by the CSLB of California, #958960.

**QUOTE:**

**THREE-TIMES-Weekly Service Visits During Operating Season:**

**\$2350 per month of operation per splashpad location.**

*Fee is for weekday visits during normal business hours; weekends and holidays strictly excluded.*

**DAILY Service Visits During Operating Season:**

**\$3900 per month of operation per splashpad location.**

*Fee is for daily visits during normal business hours, seven days a week, weekends and holidays included.*

*Fee includes all labor, standard chemicals, trip charge, and sales tax for normal recurring services.*

*Fee includes Prevailing Wage labor and administration.*

*Startup, Winterization, Deep Clean, Repairs and Extra or Emergency Visits are all available at additional cost.*

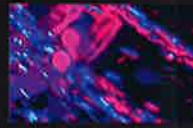
**MOVING FORWARD**

As you make your decision, please remember that for the value of the significant investment of the fixed assets such as yours, over time high quality provides a higher return on investment than does a low price. If you make your decision solely on monthly expense you are likely doing yourself a great disservice. The additional value we bring can be measured in terms of your time savings as well as the potential to extend the life of both your equipment and your water features. Invest in your investment.

*"Quality, consistency, dependability are all words that I would use to describe California Waters maintenance and repair services."*

*--Ms. Mary Farazza, Senior Property Manager, Birtcher Anderson: Tireco*





## TRADE COMMUNITY

We are proud to be members and sponsors of many local, state and national industry trade groups, including CACM and CAI, ASLA, CAPC and CMAC, AAP and CALMS, among others.

## WE ARE CALIFORNIA WATERS

Water is the source of life and the source of our passion. We are industry-leading artisans specializing in commercial pools and aquatics, water features, fountains, lakes and streams. Founded in 1999, California Waters is one of California's fastest growing design, engineering, construction and maintenance firms. By delivering cutting-edge design, coupled with outstanding construction and service excellence, we capture the beauty, magic and mystery of water for all to enjoy – we bring water to life.

We are available to begin immediately. Please sign and return the attached Maintenance Agreement, or provide us with your preferred form of contract. Should you have any questions, or if you would like additional information or references, please call or email me directly. Our goal is to make this process as smooth and easy as possible for you all while elevating the quality and level of service you receive. We will give you a call in a few days to discuss next steps. Thank you.

Sincerely,

Jeffrey Barman /s/

Tel: 949-528-0900, Ext. 102  
Email: [jbarman@californiawaters.com](mailto:jbarman@californiawaters.com)  
Fax: 949-528-0910

cc: Lorri Johncox, Service / Repair Services Coordinator  
Ext. 111; [ljohncox@californiawaters.com](mailto:ljohncox@californiawaters.com)

Attachment



## SPLASHPAD MAINTENANCE AGREEMENT

### ACCOUNT:

Three (3) outdoor splashpads owned and operated by City of Lake Elsinore, California: Yarborough Park, 419 N. Poe Street; Canyon Hills Community Park, 34360 Canyon Hills Rd.; Launch Pointe, 32040 Riverside Drive

<b><u>ATTENTION:</u></b> Mr. Chris Erickson Supervisor City of Lake Elsinore Public Works Department 521 N. Langstaff Street Lake Elsinore, CA 92530	<b><u>AGREED &amp; APPROVED</u></b>  _____ Signed  _____ Print Name  _____ Title _____ Date _____
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Thank you for the opportunity to submit a proposal for ongoing maintenance and repair services for your City's outdoor splashpad named above, in accordance with the following general terms and conditions:

- 1) Maintenance Chronology
  - a) Full Service Days: Depending on Customer's Option;  
Day/s and time/s TBD at Vendor's discretion,
  - b) Minimum Service Day: Inclement weather
  - c) No Service Day: Major holidays and/or storming weather
- 2) Cleaning Maintenance, As Applicable to Your System
  - a) Inspect and clean out each nozzle to ensure proper operation as required.
  - b) Remove debris from the splash pad deck and drain area.
  - c) Wash down the splash pad deck.
  - d) Inspect and clean the rain diverter strainer basket.
  - e) Wipe down equipment, panels and plumbing in the equipment area.
  - f) Sweep floor, pick up and dispose of any trash in the equipment area.
- 3) Equipment Maintenance, As Applicable to Your System
  - a) Clean out the feature and filter pump strainer baskets.
  - b) Inspect equipment and plumbing for any visible leaks.
  - c) Inspect pressure relief valve on water distribution manifold.
  - d) Test UV system for proper operation.
  - e) Verify the filter pump time clock has the correct time and programming.
  - f) Backwash sand filters as required.
  - g) Inspect the chemical controller for proper operation.
  - h) Verify flow rate on the chemical controller for the filter system.
  - i) Verify water level in the surge tank is at the correct level.
  - j) Test surge tank sump pump system for proper operation.
  - k) Observe motor control center panel switch positions & indicator lights are normal.





- 4) Water Treatment Maintenance, As Applicable to Your System
  - a) Record total alkalinity, pH and chlorine levels in water.
  - b) Manually test pH and calibrate the pH setting on the chemical controller.
  - c) Inspect chemical tank level and add liquid chlorine and/or muriatic acid as required.
  - d) Inspect and clean the pH and ORP chemical controller probes.
  - e) **All standard chemicals (e.g., chlorine, muriatic acid, clarifiers, defoamer, algaecide, etc., as necessary) included in service cost.**
- 5) Final System Check, As Applicable to Your System
  - a) Touch activator to start nozzle and lighting sequence to ensure proper operation.
  - b) Inspect filter pump for proper operation and flow requirements.
  - c) Inspect auto fill to ensure proper operation.
  - d) Before leaving the premises, make sure all isolation and throttling valves to the filtration and feature pump systems are in the correct position.
  - e) Confirm there are no alarm indicator lights illuminated on the MCC panel.

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CONTRACTUAL PRICE FOR CHEMICALS, MATERIALS,  
EQUIPMENT, LABOR AND TAX FOR THE ABOVE:

**THREE-TIMES-Weekly Service Visits During Operating Season:**

**\$2350 per month of operation per splashpad location.**

*Fee is for weekday visits during normal business hours; weekends and holidays strictly excluded.*

**DAILY Service Visits During Operating Season:**

**\$3900 per month of operation per splashpad location.**

*Fee is for daily visits during normal business hours, seven days a week, weekends and holidays included.*

Prevailing wage labor and administration is included in this proposal.

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1. California Waters will replace lamps (bulbs), filter baskets, filter cartridges, seals, O-rings, and other small but necessary repair items as applicable and as needed at Vendor's standard rates per item and subsequently a written invoice will be emailed or mailed to Customer.
2. California Waters will promptly notify management of any other equipment malfunction or safety compromise noted, other than those of (1) above.
3. If requested or required, California Waters will provide a written estimate for all necessary repairs, or extra work, other than those of (1) above.
4. For services not included in standard recurring service covered herein, Vendor's hourly rate for incidental labor is \$195 per man-hour (one hour minimum) and trip charge is \$200, as of contract execution date.
5. Splashpad to be winterized for off-season, with tanks drained and pad shut down, and then restarted for operating season with tanks refilled, at cost of \$1750 for winterization and \$1950 for startup, inclusive of prevailing wage labor, equipment and trip charges (plus replacement parts and additional installation labor if/as needed, and only upon prior approval by City).
6. Servicing of onsite showers, rest rooms, and other facilities are strictly excluded from scope herein.
7. 24-Hour Emergency Service Available 7 Days a Week - billed at time-and-a-half on Nights and Saturdays, and at double-time on Sundays and Holidays, including portal to portal round-trip travel time (but without trip charge if so).

**Duration of Agreement:** Duration of Agreement: One year, auto-renewing month-to-month thereafter. Contract to commence on April 14, 2019, or other date of Customer's choice. Contract may be terminated by Customer at any time for any reason by providing Vendor 60 days' prior written notice.

**Terms:** Invoiced in writing, sent by email or mail; Service payable monthly in advance; Repairs and Incidental Labor payable as invoiced; Due net 30; Interest at 2% per month after 30 days. Prevailing Wage included; Davis-Bacon, Living and other wage requirements are excluded from this proposal.

**Parking/Access:** Customer to provide Vendor with appropriate parking and access passes, permits, spaces, codes, keys, and the like, for the use of Vendor's work and managerial vehicles, only while on-site for business purposes, at no cost to Vendor.

**Confined Space:** Customer confirms that location is not defined by Customer as confined space; confined space services are available upon request.

**READINGS: COUNTY REQUIRES DAILY CHEMICAL TESTING AND LOGGING OF RESULTS. ON DAYS VENDOR IS NOT CONTRACTED TO BE ON SITE, THESE READINGS WILL BE PERFORMED BY CUSTOMER.**

If during your engagement of California Waters or the one (1) year period following the last billable work performed by California Waters, you or any of your related companies solicit as an employee and/or independent consultant, whether directly or indirectly, on a full time, part time or temporary basis, a current or former employee or consultant of California Waters ("Protected Person") who performed work for you, in addition to its other rights and remedies, California Waters shall be entitled to a fee of \$50,000 ("Conversion Fee"). There will be no refund of any Conversion Fee or any obligation to search for a replacement candidate if a Protected Person is subsequently terminated or resigns from your business. The Conversion Fee is not a penalty but rather a reasonable estimate of damages to compensate California Waters for the valuable time and money California Waters invests in attracting, hiring, and training its team of industry consultants and employees.

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## Interactive Splash Pads

California Waters specializes in providing a comprehensive package of ongoing maintenance, repair and renovation programs for splash pads throughout Southern California.

Splash pads can attract hundreds of patrons a day placing a heavy strain on your equipment. Contaminants such as sunscreen, salt from people's skin and wind-blown dust all create an additional load on the filters and can contaminate the re-circulating water if not filtered properly. Additionally, since splash pads are often adjacent to a playground or park, there is a very high likelihood of grass, dirt and other organic debris being tracked in and washed through the drain.

Because splash pads incorporate fewer gallons of water, but more sophisticated equipment than pools, they require a different approach to both chemical balance and filtration. Regularly scheduled maintenance and repairs by our service professional will assure your splash pad continues to work properly and efficiently, prolonging the life of both your equipment and the structure itself.



## Splash Pad Services

- Chemical control & injection equipment installation & repair
- Troubleshooting, repair & installation of all types of:
  - Water filtration equipment
  - Automated chemical controllers
  - Chemical delivery systems
  - UV & ozone systems
  - Motor controls & VFD's
  - Solenoids
- Interior/perimeter cleaning
- Water quality assessment, treatment & changing as needed
- Service of pumps, filters & skimmers
- Equipment, plumbing & electrical checks
- Lighting systems checks
- Leak Inspection
- Water chemistry testing & balancing
- Start-up & winterization

## OEM FACTORY CERTIFIED FOR:

- Rain Deck
- Vortex
- Water Odyssey

**From:** [jonathan@bestpool.co](mailto:jonathan@bestpool.co)  
**To:** [Chris Erickson](#)  
**Cc:** "[Ashton Volk](#)"; "[Mike Wiltse](#)"  
**Subject:** RE: Seasonal startup  
**Date:** Wednesday, February 06, 2019 12:16:43 PM  
**Attachments:** [image003.jpg](#)  
[image004.jpg](#)

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Hi Chris,

Great speaking with you. As discussed, unfortunately we are not going to be able to provide service for 7 days a week this year and understand that they will not work for this property. We thank you for the past opportunity to work with your team. We will be available for any assistance with repairs, chemical delivery, or other items if needed.

Have a good day.

Jonathan

**Jonathan Shapiro, CPA | CEO**  
949-858-0686  
[www.bestpool.co](http://www.bestpool.co)  
[www.linkedin.com/in/jonathanshapiro](http://www.linkedin.com/in/jonathanshapiro)  
CA LIC #836169

**Now Servicing:**

- Orange County
- San Diego
- South Los Angeles
- Inland Empire



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**From:** Ashton Volk <[office@bestpool.co](mailto:office@bestpool.co)>  
**Sent:** Tuesday, January 22, 2019 11:32 AM  
**To:** Jonathan Shapiro <[jonathan@bestpool.co](mailto:jonathan@bestpool.co)>; Mike Wiltse <[mike@bestpool.co](mailto:mike@bestpool.co)>  
**Subject:** Fwd: Seasonal startup

----- Forwarded message -----

From: **Chris Erickson** <[cerickson@lake-elsinore.org](mailto:cerickson@lake-elsinore.org)>  
Date: Tue, Jan 22, 2019 at 11:31 AM  
Subject: Seasonal startup  
To: Ashton Volk <[office@bestpool.co](mailto:office@bestpool.co)>

Good morning Ashton,  
I would for you to put us on our schedule for spring startup the first week of March 4-8 for both of our splash pads. We will officially open to the public on Monday April 1<sup>st</sup> and would require your

staff to start their daily testing and cleaning on that date. Please let me know if you have any questions.

Chris Erickson  
Supervisor  
City of Lake Elsinore  
Public Works Department  
1-951-674-5170 Phone  
1-951-471-1251 Fax  
COLE Email Logo



--

Ashton Volk, Operations Manager

949-858-0686  
[www.bestpool.co](http://www.bestpool.co)

CA LIC #836169

