CITY OF STOCKTON

(If not required enter "N/A")

Contract Change Order No.: 2

Resolution/Motion No. 2022-03-22-1218

Contract No.

423000563

Contract #

OM-22-016 – POOL AND WATER FILTER SYSTEM MAINTENANCE

Project Number / Project Name / Activity

Original Contract Price	\$ 830,683.00
Approved Change Order Total	\$ 92,408.00
This Change Order	\$ 179,589.00
Revised Contract Price	\$ 1,102,680.00

TO All Seasons Pool Service (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

Additional Work Performed for Above Referenced Project

THIS CHANGE ORDER PROVIDES FOR:

See the following page

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, <u>0</u> days extension of time will be allowed.

MAY 7, 2025 Accepted Date

ALL SEASON'S POOL SERVICE

All Seasons Pool Service Mark Hickey OWNER Title

Note: This contract change order is not effective until approved by the City Manager.

APPROVED AS TO FORM & CONTENT: OFFICE OF THE CITY ATTORNEY

BY

Date:

ATTEST:

KATHERINE ROLAND, CPM, CPMC CITY CLERK OF THE CITY OF STOCKTON Internal Approval Routing

Submitted by: Colin Scott, Parks Manager

Date:

Date: 5

Approval by: Nguyet Pham, Department Finance Officer

Approval by:

Date:

Rosa Alvarez, Deputy Public Works Director

Approval Recommended by:

Date:

Chad Reed, Director Public Works Department

Change Order Approved By:	
and the second second	Date:
Steve Colangelo, Interim City Manager	

ATTACHMENT A Page 1 of 2 May 7, 2025

Fully Executed Form Routing: Original to City Clerk; Copy to Vendor

CITY OF STOCKTON

Page **2** of **2** May 7, 2025

Contract Change Order No.: 2

Resolution/Motion No. <u>2022-03-22-1218</u>

(If not required enter "N/A")

Contract No. 423000563

Contract #

OM-22-2016 - POOL AND WATER FILTER SYSTEM MAINTENANCE

Project Number / Project Name / Activity

A. Additional Work Performed for Above Referenced Project

The contractor shall maintain the Pool and Splash Pad at Victory Park in accordance with all specifications of the contract.

- Increased maintenance costs for 8/1/25 12/31/25 is \$63,419.50.
- Increased maintenance costs for 1/1/26 12/31/26 is \$116,169.50.

TOTAL COST: \$179,589.00

Reference attachment A for the cost breakdown. Reference attachment B for the added Exhibit A (scope and specifications) for the Splash Pad.

ATTACHMENT A

Cost Item	Month - Bid Item Description	2022	2023	2024	2025	2026	2027 Optional Year 1	2028 Optional Year 2		
Victory Park Pool and Splash Pad										
1A	January-Off Season Service					\$ 6,462.00	\$ 6,632.00	\$ 6,789.00		
1B	February-Off Season Service					\$ 6,462.00	\$ 6,632.00	\$ 6,789.00		
1C	March-Off Season Service					\$ 6,462.00	\$ 6,632.00	\$ 6,789.00		
1D	April-Start Up Service					\$ 6,462.00	\$ 6,632.00	\$ 6,789.00		
1E	May-Start Up Service and Daily Service					\$ 11,394.00	\$ 11,678.00	\$ 11,970.00		
1F	June-Daily Service					\$ 14,070.00	\$ 14,422.00	\$ 14,782.00		
1G	July-Daily Service				\$ 13,727.00	\$ 14,070.00	\$ 14,422.00	\$ 14,782.00		
1H	August-Daily Service				\$ 13,727.00	\$ 14,070.00	\$ 14,422.00	\$ 14,782.00		
11	September- Daily Service and Shut Down Service				\$ 11,116.00	\$ 11,394.00	\$ 11,678.00	\$ 11,970.00		
1J	October-Off Season Service				\$ 6,304.00	\$ 6,462.00	\$ 6,632.00	\$ 6,789.00		
1К	November-Off Season Service				\$ 6,304.00	\$ 6,462.00	\$ 6,632.00	\$ 6,789.00		
1L	December-Off Season Service				\$ 6,304.00	\$ 6,462.00	\$ 6,632.00	\$ 6,789.00		
TOTAL MONTHLY MAINTENANCE FOR VICTORY PARK POOL AND SPLASH PAD, Items 1A through 1L		\$-	\$-	\$-	\$ 57,482.00	\$ 110,232.00	\$ 113,046.00	\$ 115,809.00		
Cost Item 5 Supplemental Services	Contamination Service; formed fecal stool or vomit				\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00		
Cost Item 6 Supplemental Services	Contamination Service; diarrheal-stool									
Cost Item 7 Supplemental Services	Contamination Service; Blood				\$ 125.00 \$ 125.00		\$ 125.00	\$ 125.00 \$ 125.00		
Cost Item 8 Supplemental Services	Emergency Response				\$ 1,250.00		\$ 1,250.00	\$ 1,250.00		
Cost Item 9 Supplemental Services	Non- emergency Response and Vandalism Mitigation Incidental				\$ 1,562.50	\$ 1,562.50	\$ 1,562.50	\$ 1,562.50		
Cost Item 10 Supplemental Services	Allowance \$125.00 PR.				\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
TOTAL ANNUAL COST @ Victory Park Pool		<u>\$</u>	\$ <u>-</u>	\$ <u>-</u>	<u>\$ 63,419.50</u>	\$ <u>116,169.50</u>	<u>\$ 118,983.50</u>	<u>\$ 121,746.50</u>		

4.0 SCOPE OF WORK

4.1 Description of Work and Schedule

The splash pad is automated and uses an Ultraviolet Filter, sensors, and probes to maintain healthy sanitation levels and keep the splash pad compliant with San Joaquin County Health Code requirements. There is a chlorine feeder and 3 sand tanks needing daily checks when the system is operational. The system requires the use of Chlorine tablets in the automatic feeder. Bromine is not allowed to be used with this system; furthermore, no chemicals will be allowed to be stored in the pump/filtration building (utility building). The sand tanks need backwashing after a rise of 8 pounds per square inch. Currently, the clean system runs with a pressure of 12 pounds per square inch.

The contractor shall maintain all records and logs required by these Special Provisions, the Regulations, and the Public Pool Standards. All updated logs shall be provided to the Contract Administrator with each pay application request. The contractor shall provide all labor, materials, chemicals, tools, supplies, including all chemicals and testing materials, equipment, and transportation necessary to provide services described in these special provisions.

4.2.1 Hours and Days of Work

Contractor will provide a schedule of days and times that maintenance services will be performed at the splash pad. Contractor shall provide said schedule within fifteen (15) calendar days of contract award.

Contractor must have the splash pad ready a minimum of one (1) hour prior to that day's scheduled opening. The City reserves the authority to direct the Contractor to amend the working hour schedule if conflicts are apparent. If scheduling problems develop, the City and Contractor will review and change the schedule as necessary.

4.2.2 Splash Pad Maintenance/Water Quality Services

For the following services, the contractor shall keep logs of all maintenance operations and chemical usage in accordance with the applicable regulations. Such records shall be subject to approval by the Contractor Administrator or representative. Hardcopy logs and maintenance records shall be kept in the splash pad utility building for City inspection. A copy (PDF document) of these logs will be sent to the Contract Administrator with each month's invoice for services.

A. Water Quality

Contractor should maintain water quality and chemistry in accordance with the most current versions of the Regulations and the Public Pool Standards. At no

time shall the water quality/chemistry cause a failure of permission to operate the fountain as granted by the regulatory agency.

The fountain is automated and could shut down if sanitation levels are outside normal ranges. Any reading outside the normal range, is unacceptable and will constitute an Emergency Call-Out response by the contractor at no charge to the City. The acceptable range of pH (potential of hydrogen) is 7.2 to 7.8 (the City's desired level is 7.5) and the FC (or free chlorine) count shall be maintained between 3.0 and 10.0 (the City's desired level is 5.0).

The Contractor shall not change any of the valve positions or change out any equipment without prior direction from the Contract Administrator.

In the event permission to operate is revoked due to poor water quality/chemistry caused by Contractor's actions (or lack of proper maintenance), the Contractor's invoice for the month will be reduced by 1/30 of the Monthly Maintenance Service cost for each day the fountain cannot be opened/operated during that service month. There will be no credit for subsequent partial days of operation following a City or County required fountain closure related to lack of proper maintenance or action by the Contractor.

B. Start Up Service

Contractor shall have the start-up service complete and have the splash pad ready for full operation by May 20th each year of the contract. Start-up service shall consist of the following tasks:

Contractor shall meet with Contract Administrator on or around March 1 each year of the contract. At such time, Contractor shall inspect the splash pad, filter system, chemical injection system, surge basin, and all splash pad mechanical systems. By March 15, Contractor shall submit to Contract Administrator a list of all items necessary to get the splash pad ready for full operation by May 20.

- 1. Drain, flush the entire basin area, empty the surge basin, flush the entire basin, and re-drain and clean the surge basin. Shop vac surge basin to remove all debris (free of any contamination) (unless directed otherwise by Contract Administrator).
- 2. Acid wash surfaces if directed by Contract Administrator. Inspect splash pad surface and notify Contract Administrator and any areas requiring repair. Contact Contract Administrator upon completion of acid washing.
- 3. Scrub pavers as directed by Contract Administrator. Upon completion pavers should be clean with no evidence of dirt, scum, mineral deposits, or chemical deposits.
- 4. Clean and service chemical injection system. This shall include cleaning/flushing all feed and supply lines that deliver chemicals to the water.

- 5. Clean and service filter system.
- 6. Do not adjust valves controlling the flow without authorization from Contract Administrator. Splash pad flows/valves are currently balanced and must not be tampered with. They do not need adjustment.
- 7. Adjust and maintain chemical levels in conformance with the Regulations and the Public Pool Standards for anticipated opening.
- 8. Place filtration and chemical injection systems into automatic operation and check/monitor for proper operation.
- 9. Check each solenoid and inspect for wear.
- 10. Electronically test that all coils and valves are ready for automatic operation.
- 11. Ensure all safety mechanisms are operational and turned on in the automatic position.
- 12. Inspect all sprays and exterior fittings, jets, lights, spray caps, static rotational joints, and mechanical hardware, then tighten as necessary.
- 13. Scrub splash pad jet heads and sprays. Upon completion jets and sprays should be clean with no evidence of dirt, scum, mineral deposits, or chemical deposits.
- 14. Prime the pumps.
- 15. Pressurize the system and check for leaks.
- 16. Check display pump inlets for leaks and operate all display pumps remotely to verify proper spray and proper LED light operation. Troubleshoot as necessary.
- 17. Run system to check for proper operation of complete splash pad mechanicals including a check of the sand in the filters and filling the chemical reserves.
- 18. Clean out skimmer/strainer baskets, test water and adjust chemicals as necessary at least two (2) times a week with at least two (2) days between each service until Daily Maintenance commences.
- 19. Once each week, brush/scrub pavers to remove dirt and algae. Upon completion, there shall not be any dirt and/or algae and on any surfaces.
- 20. Clean debris (free of any contamination) and materials from pavers in splash pad area at least two (2) times a week.
- C. <u>Daily Maintenance Service</u>

Daily Maintenance Service tasks start the Friday immediately prior to Memorial Day each year and shall consist of the following tasks. The anticipated schedule for the splash pad being open to the public is 1pm through 7pm daily:

- At least two hours prior to the splash pad opening each day for public use, the contractor shall start the filter and recirculation system, verify the UV filter is operating properly (verify the bulb is working, flow and temperature sensors are operating) and test water chemistry: Water chemistry shall be tested at least twice a day. Balance chemicals as needed to comply with all government rules and regulations.
- 2. Empty and clean all skimmer baskets as often as necessary but no less than once each day.
- 3. Prime the pumps if necessary.
- 4. Remove debris (free of any contamination) from spray pad area. If there is any dirt of algae, brush/scrub pavers. Upon completion, there shall not be any dirt and/or algae and on any surfaces. All surfaces should be clean with no evidence of dirt, scum, mineral deposits, or chemical deposits.
- 5. Operate all display pumps to verify proper spray function and check all LED lights, troubleshoot as necessary.
- 6. Check pump, strainers, and filters, clean if necessary.
- 7. Do not adjust valves controlling the flow without authorization from Contract Administrator. Splash pad flows/valves are currently balanced and do not need adjustment.
- 8. Check and record filter pressure gauge readings and flow meter reading and take corrective measures as indicated.
- Maintain all splash pad filtration equipment in proper working order. This includes regular backwashing and/or draining of the basin and/or cleaning pump strainer/filter as required.
- 10. Maintain chemical feed/injection system by adding Chlorine, then cleaning and adjusting if required.
- 11. Make sure pump room and chemical storage areas are clean.
- 12. Check exterior of all mechanical equipment in utility building and the floor and wipe down as necessary to remove all dust and debris. (Free of any contamination) All equipment shall be kept clean and the interior of the utility building shall be maintained in a clean orderly state, all subject to approval by the Contract Administrator.

- 13. Verify filtration and chemical injection systems remain in automatic mode and check for proper operation. All splash pad and lighting system components shall be kept in proper working order and properly adjusted.
- 14. Verify cooling fans are operating properly and thermostat temperature settings remain correct. Fans shall remain set to come on at 90 degrees. System shall remain set to shut down at 120 degrees.
- 15. Maintain required records in accordance with the Regulations and Public Pool Standards.
- 16. Email a .pdf of a signed quality control checklist showing the above tasks have been completed to the Contract Administrator every Thursday before 1pm, also keep a binder on site with copies of each day's check list. The check list shall be verified by the Contractor's Project Manager or on-site representative.
- 17. Project Manager shall confer with Contract Administrator at least once (1) each week to discuss progress of work.
- 18. If necessary, set alarms, secure/lock building/s, gates, and splash pad site upon leaving.
- 19. Contractor management personnel (someone other than Contractor's Project Manager) will inspect the splash pad at least twice each week during the "Daily Maintenance" season on an unannounced basis. Contractor shall submit reports of the inspections with their monthly invoice.

D. Shut Down Service

The contractor will perform the following "Shut Down Service" starting the day after Labor Day each year and service shall be completed within five (5) working days.

The splash pad shall be considered closed as of the day following Labor Day

- 1. Empty and clean all skimmer baskets
- 2. Remove debris (free of any contamination) from spray pad area.
- 3. Scrub pavers, jets, and sprays. Upon completion, there shall not be any dirt and/or algae scum, mineral deposits, or chemical deposits on any surfaces.
- 4. Clean pump, strainers, and filters.
- Do not adjust valves controlling the flow without authorization from Contract Administrator. Splash pad flows/valves are currently balanced and do not need adjustment
- 6. Check and record filter pressure gauge readings and flow meter readings.

- 7. Verify all filtration equipment is in working order. Prepare report of any inoperable equipment and submit to City.
- 8. Clean and secure utility building.
- 9. Back-washing and/or cleaning pump strainer/filter as required.
- 10. Drain system completely.
- 11. Remove Chlorine and other chemicals.
- 12. Add winterization chemicals, if necessary, to retard algae growth.
- 13. Upon Completion of Shut Down Service tasks, request walk through inspection with Contract Administrator. Inspection shall be completed prior to September 30.

Upon completion of Shut Down Service, contractor shall service splash pad according to "Off Season Service Tasks" through the last day of September. Contractor shall commence "Off Season Service" on October 1.

E. Off Season Service

<u>The splash pad will operate on a reduced schedule after Weber Events Center is</u> <u>closed to the public. The splash pad hours will be 8pm through midnight daily</u>.

By end of working day on November 30 each year, Contractor shall provide a written report listing any service/s, repair/s, and/or equipment which may be necessary to render the splash pad filter system and any other appurtenant systems reliably operational for the following open season. The contractor shall provide a cost estimate for any necessary repairs or services that are not already a part of the scope of this work. Should City elect to have contractor perform the repairs, a change order will be issued, and the contractor is expected to have all repairs completed prior to April 1 and splash pad opening for daily public use the following season.

Contractor shall maintain the splash pad water clarity and chemically balanced in accordance with the Regulations and Public Pool Standards.

Contractor shall perform the following tasks as often as necessary, but not less than once every 7-days, to keep the splash pad operating at the reduced schedule through the off-season:

- 1. Empty all filters and skimmers.
- 2. Backwash filters as often as necessary to maintain at least 75% of normal flow rate.
- 3. Clean entire splash pad area to remove all debris (free of any contamination) that has accumulated.

- 4. Brush/scrub pavers to remove dirt and algae. Upon completion, there shall not be any dirt and/or algae on any surfaces.
- 5. Check function of display pumps, nozzles, and lighting.
- Do not adjust valves controlling the flow without authorization from Contract Administrator. Splash pad flows/valves are currently balanced and do not need adjustment
- 7. Contractor shall check splash pad within 24-hours after each rainstorm. Contractor shall remove all debris (free of any contamination) that has accumulated in the spray pad area.
- 8. Prepare report of tasks performed and chemicals used at each visit.
- 9. Report any areas needing additional attention or circumstances requiring City's attention. Submit bi-weekly reports on the condition of the splash pad to the Contract Administrator.
- 10. Check the entire site including all building/s and fences for vandalism. Report any vandalism to Contract Administrator.
- 11. Secure/lock building/s upon leaving.

Supplemental Services

Contractor shall provide bid costs for the following Supplementary Services. Some, none, or all of these services may be needed at any time during the contract period.

F. <u>Contamination Event (response time same as defined in Section G,</u> <u>Emergency Response)</u>

In the event of Fecal, Vomit, and/or Blood contamination, depending on the level of contamination, Contractor shall perform the following disinfection procedures:

- 1. After a fecal, vomit, or blood contamination incident, the Contractor will be notified and will shut down any display pump activity (if not already shut-down), and then contact the Contract Administrator. There shall be no display pump activity, and no one shall be allowed in the splash pad area until the disinfection procedures have been completed.
- 2. The Contractor will record the number of occupants in the splash pad splash pad area, the type of contaminating material, the time of occurrence, and the time of day the splash pad was closed and provide this information to the Contract Administrator.
- 3. Contractor shall remove contaminating material and discharge the contaminating material directly to the sanitary. The Contractor shall clean and disinfect the item used to remove the contaminating material.

- 4. The Contractor shall record the pH of the water and then ensure that the pH of the water is maintained at 7.5 or lower and adjust the pH if necessary.
- 5. The Contractor shall ensure that the filtration system is operating while the splash pad reaches and maintains the proper free chlorine concentration during the disinfection process.
- 6. The Contractor shall disinfect the splash pad water as follows:
 - a. The Contractor shall drain water from the entire system including the basin and then replace with fresh water.
 - b. The Contractor shall then treat the fresh water chemically to meet San Joaquin County Public Pool Standards.
 - c. The Contractor shall test the free chlorine residual to ensure the proper free chlorine concentration is achieved throughout the splash pad water.
 - d. The Contractor shall verify the UV filter is working correctly.
 - e. The Contractor shall replace any affected cartridge filters and shall backwash non-cartridge filters after the disinfection process has been completed and before the splash pad is reopened. The Contractor shall ensure the effluent is discharged directly to the sanitary. The Contractor shall not return the backwash through the filter. The Contractor shall replace the filter media if necessary.
 - f. The Contractor shall not activate the display pumps until the disinfection process has been completed and the free chlorine and pH of the splash pad water have returned to normal operating ranges in accordance with section 65529 of the Regulations.
 - g. When ready, the Contractor shall notify the Contract Administrator.
- 7. The Contractor shall immediately document each fecal, vomit, and blood contamination incident and maintain records as follows:
 - a. The date and time of the incident, the available fre
 - b. e chlorine, water temperature, pH level, and, if used, cyanuric acid level at the time of the incident.
 - c. Whether the fecal stool was formed or diarrheal.
 - d. The number of splash pad users and the length of time between the occurrence, detection, and resolution of the incident.

- e. Before reopening splash pad, record the free chlorine and pH levels, the procedures followed in response to the incident (including the process used to increase the chlorine levels if necessary), and the contact time.
- G. <u>Emergency Response and Emergency Call Out (Contractor to be available 7-</u> <u>days per week)</u>

Contractor shall provide 30-minute response times for both Emergency Response and Emergency Call Out notifications. The 30-minute response time is from the time the call is placed to the Contractor, to the time the Contractor or Contractor's staff arrives at the site.

An Emergency Response is to be used to secure an immediate problem. If repairs are needed, they are to be accomplished during regular working hours if possible. Emergency Response, if for items not covered in this proposal request (aka specifications), is considered additional service and paid on a time and materials basis according to the rates set forth by the Supplemental Services fees presented in the Contractor's proposal and agreed to by the City.

An Emergency Call Out is used when the Contractor has not performed to the specifications and needs to immediately remedy the situation. An Emergency Call Out is not an additional service, and no extra fees will be paid by the City.

All Supplemental Services must be approved by the Contract Administrator prior to the Contractor performing the work. Payment for approved Supplemental Services shall be based on Contractor's Proposal prices. If Contractor is requested to perform a maintenance service that is not on the Cost Proposal, the actual cost of labor plus cost of materials plus ten percent (10%) will be allotted for the service/repair. Contractor shall submit a proposal for the service/repair detailing the labor and material costs separately. Should the City decide to have the Contractor perform the work, a contract change order will be processed for the work.

Storage of Materials

Contractor may not store chemicals on site. Contractor shall not store chemicals in the splash pad's mechanical room (utility building).

NOTE: CITY SHALL NOT BE LIABLE FOR SECURITY OF MATERIALS. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PURCHASE, TRANSPORTATION, APPLICATION, AND SECURITY OF SPLASH PAD CHEMICALS AND ASSOCIATED MATERIALS. THEFT OF MATERIALS DOES NOT RELIEVE THE CONTRACTOR FROM MAINTAINING WATER QUALITY/WATER CHEMISTRY REQUIREMENTS.