

Council Meeting  
December 18, 2012

Honorable Mayor and Members  
of the Torrance City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: General Services – Approve contract amendment for maintenance of City fountains.**

**Expenditure: \$ 14,400**

**RECOMMENDATION**

Recommendation of the General Services Director that City Council approve a second contract amendment with Accurate Pool Service (C2011-003) to increase the contract by \$14,400 for a new not to exceed amount of \$ 43,200 for maintenance of City fountains and extend the term for additional year to January 31, 2014.

**Funding** Funding is available in the General Services Operating Budget.

**BACKGROUND**

In November 2010, in order to see if there would be potential savings to the City by combining the pool and fountain maintenance contracts, the City sent a Request for Proposals (RFP) to prospective bidders to provide separate costs for annual maintenance for the Benstead Plunge and City Hall and Bartlett Senior Center fountains.

The results below, found that there were no savings by combining the two types of maintenance contracts but in fact two different vendors were found to be the lowest in the respective categories. As stated in the Request for Proposal (RFP) and conveyed to the bidders, the City had the option to award separate contracts for maintenance if doing so would be in the best interest of the City.

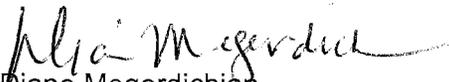
Bidder	Fountain Maintenance		Pool Maintenance	
Accurate Pool Service	\$	14,400.00		Declined to bid
Sea Clear Pools	\$	16,200.00	\$	21,000.00
Caliber Commercial Pool Service	\$	18,000.00	\$	22,220.00
Paradise Pool and Spa		No bid received		No bid received
Advanced Pool Care		Decline to bid		Declined to bid

**ANALYSIS**

The General Services staff has contracted with Accurate Pool Service for annual maintenance of the fountains at City Hall and the Bartlett Senior Center for the past two years. As part of the Request for Proposal (RFP), the City had the option to renew annually for up to three (3) years at the City's discretion. General Services is pleased with the service provided by Accurate Pool Service and would like to renew the contract for third (3<sup>rd</sup>) year for \$14,400 and a new not to exceed amount of \$43,200 and extend the term to January 31, 2014.

Respectfully submitted,

SHERYL BALLEW  
General Services Director

  
By Diane Megerdichian  
Business Manager

CONCUR:

  
Sheryl Ballew  
General Services Director

  
LeRoy J. Jackson  
City Manager

Attachment A: Accurate Pool Service Contract Amendment

**SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (C2011-003)**

This SECOND AMENMDMENT TO CONTRACT SERVICES AGREEMENT (C2011-003) ("Second Amendment") is made and entered into as of December 19, 2012 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Accurate Pool Service, a sole proprietorship ("CONTRACTOR").

**RECITALS:**

- A. The CITY previously retained the services of CONTRACTOR to provide maintenance for the fountains located at City Hall and Bartlett Senior Center (Contract Services Agreement C2011-003 (the "Agreement")). The Agreement has previously been extended for one year.
- B. CITY and CONTRACTOR wish to extend the Agreement for a third year at the same annual fee of \$14,400.

**AGREEMENT:**

- 1. Section 2 of the Agreement, entitled "Term," is amended to read in full as follows:

**2. TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through January 31, 2014.

- 2. Section 3 of the Agreement, entitled "Compensation," is amended to read in full as follows:

**3. COMPENSATION**

- A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$43,200 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

- B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

3. Except as expressly so amended by this Second Amendment, each and every term of the Agreement, as previously amended, remains in full force and effect.

CITY OF TORRANCE,  
a municipal corporation

Accurate Pool Service,  
a sole proprietorship

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Rick Morris, Owner

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_