



STAFF REPORT

City Council

Meeting Date:

3/10/2026

Staff Report Number:

26-032-CC

Consent Calendar:

Authorize the city manager to execute an amendment to the agreement with Knorr Systems Inc. for aquatics systems maintenance in an amount not to exceed \$130,114.38 during fiscal year 2025-26

Recommendation

Staff recommends that the City Council authorize the city manager to execute an amendment to the existing agreement with Knorr Systems Inc. for aquatics systems maintenance in an amount not to exceed \$130,114.38 (Attachment A).

Policy Issues

The City's purchasing policy requires City Council authorization when cumulative expenditures with a single vendor exceed the city manager's purchasing authority.

Background

Current aquatic maintenance vendor Knorr Systems Inc. provides necessary pool maintenance for the efficient and effective operations of the Burgess Pools. Knorr Systems Inc. provides preventative maintenance, emergency repairs, and on-call repairs to the instructional and performance pools at Burgess.

Aquatics maintenance funding for the Burgess Pools is included in the adopted budget for fiscal year 2025-2026. The City entered into the original agreement with Knorr Systems Inc. Sept. 11, 2025 under the city manager's purchasing authority (Attachment B).

Analysis

With an aging facility, projects arise that may not be in the initial scope of service for maintenance vendors. In fiscal year 2025-26, several main systems at the Burgess Pools needed service including heaters, a main circulation pump, and a sand filter. These necessary repairs by Knorr exceed the city manager's purchasing authority limit by \$37,114.38. The requested amendment will incorporate costs for these maintenance projects.

Impact on City Resources

The requested amendment does not increase total budgeted expenditures as the fiscal year 2025-26 budget includes sufficient funding for aquatics maintenance. Staff continually monitor budget expenditures and adjust accordingly.

Environmental Review

This report is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Draft amendment to agreement with Knorr Systems, Inc.

Report prepared by:

Tricia Mullan, Library and Community Services Supervisor

Report reviewed by:

Nick Szegda, Assistant Library and Community Services Director

AGREEMENT AMENDMENT

City Manager's Office
 701 Laurel St., Menlo Park, CA 94025
 tel 650-330-6620



Amendment #:
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND KNORR SYSTEMS INC THIS FIRST AMENDMENT is made and entered into this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and Knorr Systems Inc, hereinafter referred to as "FIRST PARTY." 1. Section 4. COMPENSATION AND PAYMENT of Agreement No. 5217, ("Agreement"), Section 4. COMPENSATION AND PAYMENT [amendment to section] is hereby amended to read as follows: "CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$130,114.38 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. FIRST PARTY's fee for the Services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and Services incurred by FIRST PARTY and used in carrying out or completing the work." Except as modified by this Amendment, all other terms and conditions of Agreement No. 5217 remain the same. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#**APPROVED AS TO FORM:**

Nira F. Doherty, City Attorney

Date**FOR CITY OF MENLO PARK:**

Justin Murphy, City Manager

Date**ATTEST:**

Judi A. Herren, City Clerk

Date



EXHIBIT A ESTIMATE

City Of Menlo Park
Burgess; Instructional Pool 43-20-2 Filter Air Reliefs & Lateral
Inspections

Order # 280325
Date 01/28/26
Consultant Josh Lopez
WQA Joe Miller
Billing Terms Net 30

Proposed To

City Of Menlo Park
Tricia Mullan
701 Laurel Street
Menlo Park, CA 94025

Ship To

Burgess Park
Tricia Mullan
501 Laurel St
Menlo Park, CA 94025-3449

Phone: Fax:
Courier Service
KSI Deliver

Order Description

Labor and materials to inspect the two Burgess Instructional Pool USF 43-20-2 Filters and repair as necessary. Includes; Open both filters, remove the filter media and remove the influent manifolds for inspection.

- * Inspect the effluent manifold Victaulic clamp and gasket and most likely replace.
- * Inspect the influent manifold Victaulic clamp and gasket and most likely replace.
- * Replace the air relief assembly.
- * Bring new laterals and replace as necessary
- * Top off the filters with new filter sand to account for what has been lost.
- * Clean the manhole covers and install new manway gaskets

Order Items

Line Item Code	Description	Quantity	Unit Price	Item Total
FK-009-00400	Eko3 6" Victaulic (Grooved) Coupling Clamp Set with gasket, stainless steel hardware and 1 oz. Magic Lube	4	161.34	645.36
FP-231-00109	8 7/8" Lateral w/ 1 1/2" MPT	8	13.15	105.20
FP-231-00113	12 3/4" Lateral w/ 1 1/2" MPT	40	13.73	549.20
FK-009-00250	Eko3 Internal Air Relief Assembly	2	49.01	98.02
FP-022-20368	Manway Gasket For USF Tank	2	70.00	140.00
CO-105-00015	Sand #20 Mesh Silica, 50 Lb. Effective Size Of .45Mm With A Uniformity Coefficient Of 1.5 Maximum - Sieve #20: Opening .833Mm, 2% Retained On Sieve By Weight - Sieve #30: Opening .589Mm, 58% Retained On Sieve By Weight - Sieve #40: Opening .417Mm, 36% Retained On Sieve By Weight - Sieve #50: Opening .295Mm, 4% Retained On Sieve By Weight Note: Surface Of Media Must Be Sharp, Not Rounded	10	13.42	134.20
KI	KSI Filter Inspection & Repair	1	9,736.00	9,736.00



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ESTIMATE

City Of Menlo Park
Burgess; Instructional Pool 43-20-2 Filter Air Reliefs & Lateral
Inspections

Order #	280325
Date	01/28/26
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Phone:

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Courier Service

KSI Deliver

Additional Information

US Filter USF-43-20-2
S/N's USF2073, USF2071

This proposal includes labor, testing equipment, and travel to perform stated work. It does not include additional parts or labor if additional work beyond this scope is required. Additional materials and labor will be quoted as applicable.

Please click link below to digitally accept this proposal

Proposal Acceptance

Subtotal	11,376.28
Adjustment	0.00
Total	11,376.28
Shipping	72.46
Tax	153.77
Grand Total	11,602.51
Payments	0.00

Signature

Date

We are pleased to submit the above package for your consideration.

Terms & Conditions:

1. Orders paid by credit card will incur a 3.5% processing fee
2. Payment terms are subject to the credit agreement you have on file with KSI.
3. A deposit may be required to process your order
4. 18% APR is charged on all past due invoices
5. Pricing is valid for 30 days from date of this Estimate, after which is subject to change.
6. If applicable, returns must be pre-approved, shipped prepaid and accompany written RMA.
7. Minimum 20% restocking fee applies to all returns, % is based on actual manufacturer restock fee.
7. Freight cost is an estimate only and actual freight may be different at time of shipping.
8. Order is subject to applicable sales tax to ship point



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TREATMENT PACKAGE

Package #312610

City Of Menlo Park

2025-2026 Burgess Park Bi-Annual SMA

Consultant: Blake Piercy

WQA: Jane Allison

Fax:

Date: 01/27/26

Billing Terms: Net 30

ATTN:

City Of Menlo Park
Tricia Mullan
701 Laurel Street
Menlo Park, CA 94025

SITE:

Burgess Park
Tricia Mullan
501 Laurel St
Menlo Park, CA 94025-3449

Phone:

Fax:

Order Description

Thank you for your continued trust in Knorr Systems for your swimming pool equipment maintenance. Below is our *DIR compliant proposal for scheduled maintenance at Burgess Park. Our services are designed to assist your facility in maintaining system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy. □

Order Items

Description	Code	Quantity
Monthly Preventative Maintenance Package	SMA Monthly	1
Global Pool Management (1) BECSys7 (Performance Pool) Monthly Remote Monitoring: • System provides 24 hour remote pool monitoring with cloud based record keeping • Remote system control from anywhere • Powerful escalating alert notifications • Access to remote diagnostics and service cyber support • High security protocol with customer directed authentication codes • Includes cellular modem system and service	GPM 2	6
Global Pool Management (1) BECSys7 (Instructional Pool) (1) BECSys7 (Wading Pool) Monthly Remote Monitoring: • System provides 24 hour remote pool monitoring with cloud based record keeping • Remote system control from anywhere • Powerful escalating alert notifications • Access to remote diagnostics and service cyber support • High security protocol with customer directed authentication codes • Includes cellular modem system and service	GPM 1	12
Bi-Annual Preventative Maintenance Package	SMA Bi-Annual	1



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BECS Chemical Controller	SMA NC PW 02	6
(1) BECSys7 (Performance Pool) (1) BECSys7 (Instructional Pool) (1) BECSys7 (Wading Pool) Services performed at every visit: • Test operation of the safety flow switch • Clean pH and ORP sensors • One-point controller calibration as needed • Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index • Provide recommendations to make chemical corrections		
LMI Injector Cleaning	SMA NC PW 06	2
(1) C121-362SI (Chlorine) Services provided at every visit: • Remove and clean injector to remove any calcification or buildup • Fine-tune chemical output to maintain chemical balance • Inspect suction and discharge tubing for wear • Monitor and log chemical storage tank level		
Stenner Injector Cleaning	SMA NC PW 17	2
(1) Stenner S4V5XAA3011 (Chlorine) Services provided at every visit: • Remove and clean chlorine injector to remove any calcification or buildup • Inspect suction and discharge tubing for wear • Fine-tune chemical output to maintain chemical balance • Monitor and log chemical storage tank level		
Stenner Feed Tube Replacement	SMA NC PW 18	2
(1) Stenner S4V5XAA3011 (Chlorine) Services provided at every visit: • Disassemble pump roller assembly for cleaning and feed tube replacement		
Variable Frequency Drive Retorque	SMA NC PW 01	4
(1) SPCS (Performance Pool) (1) SPCS (Instructional Pool) Services provided twice a year: • Torque terminal connections to manufacturer recommendations • Inspect and clean air intake element • Clean fins on heat sink behind drive • Perform operational test and verify proper system operation • Wipe down the cabinet and remove any loose materials		



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High Rate Filtration System	SMA NC PW 16	12
<i>USF-43-20-3 (Performance Pool)</i> <i>USF-43-20-2 (Instructional Pool)</i> <i>USF-43-20-1 (Wading Pool)</i> Services provided at every visit: • Backwash filtration system as needed • Review backwash performance to confirm proper operation and efficiency • Monitor and log filtration, influent & effluent pressure • Monitor and log filtration flow-rate		
Circulation Pump Inspection	SMA NC PW 11	10
<i>(1) Paco 10N-50157 Pump (Performance Pool)</i> <i>(1) Paco 10N-40157 Pump (Instructional Pool)</i> <i>(1) Paco 10N-23957 (Wading Pool)</i> <i>(1) Sulzer 10N-30957 (Wading Pool)</i> <i>(1) Zoeller 267-0073 (N267) (BW Pit Sump Pump)</i> Services provided once a year: • Inspect, clean and adjust as needed ☐ • Check for proper voltage, amperage and flow • Check all electrical connections		
CO2 Tank Inspection	SMA NC PW 65	6
<i>(3) Chart CO2 Tanks</i> Services provided twice a year: • Inspect tank for any leaks or corrosion • Test valves for proper operation		
Backwash Pit Cleaning	SMA NC PW 127	2
Services provided twice a year: • This is a confined space • Light pressure washing of the walls and floor and scoop up debris into a bucket for disposal ☐ • Disassembly of the sump pump and cleaning of the impeller/suction area ☐		



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WQA: Jane Allison
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Lochinvar Air & Gas	SMA NC PW 47	4
(1) CPN2072 (Performance Pool) (1) ERN402A (Wading Pool) Services provided twice a year: • Log system flow rate, influent pressure and effluent pressure • Inspect flame and heat exchanger • Test and set gas manifold pressures and combustion air cabinet pressures • Confirm proper vent draft • Test and set inlet water temperature and delta temperature • Complete chemical evaluation to confirm proper water balance • Provide recommendations for chemical corrections		
Chair Lift PM	SMA NC PW 38	4
(2) Spectrum Traveler Services provided: • Inspect for loose or missing hardware, proper function and battery charge status - If unit has plastic covers, lift/remove covers to inspect hidden parts • Inspect lift frame, mast, support arm and seat assembly for rust • Remove any visible signs of rust or staining with a nylon brush • Cleanse all external metallic surfaces with a warm water and soap • Apply wax to maintain the finish of the lift • Cleanse all battery connections with a nylon scouring pad • Apply dielectric grease to terminals		
Annual Chemical Treatment Preventative Maintenance Package	SMA Annual 01	1
BECS Calibration	SMA NC PW 05	3
(1) BECSys7 (Performance Pool) (1) BECSys7 (Instructional Pool) (1) BECSys7 (Wading Pool) Services provided once a year: • Two-point controller calibration		
LMI Pump Wet-End Rebuild	SMA NC PW 07	3
(1) SD43-88P-KSI (2) C121-362SI Services provided once a year: • Disassemble pump wet-end for cleaning and overhaul with factory overhaul kit • For G Pumps: Replace G-pump motor oil and motor gasket		



Tubing Replacement (1) SD43-88P-KSI (2) C121-362SI Services provided: • Replace chemical suction and discharge tubing	SMA NC PW 20	3
Cla-Val Fill Valve Rebuild (1) Cla-Val (Performance Pool) (1) Cla-Val (Instructional Pool) Services provided once a year: • Inspect float valves in surge pits for proper operation • Exercise valves manually for proper operation • Replace seals and diaphragms	SMA NC PW 39	2
CO2 Feeder Solenoid Replacement (1) Eko3 CO2 20-200 SCFH (Performance Pool) (1) Eko3 CO2 20-200 SCFH (Instructional Pool) (1) Eko3 CO2 20-200 SCFH (Wading Pool) Services provided once a year: • Replace solenoid and diffuser assembly • Calibrate chemical output to maintain chemical balance	SMA NC PW 68	3
Tubing Replacement (1) Eko3 CO2 20-200 SCFH (Performance Pool) (1) Eko3 CO2 20-200 SCFH (Instructional Pool) (1) Eko3 CO2 20-200 SCFH (Wading Pool) Services provided: • Replace chemical suction and discharge tubing	SMA NC PW 20	3
Annual Filters Preventative Maintenance Package	SMA Annual 07	1
Filter Media Inspection USF-43-20-3 (Performance Pool) USF-43-20-2 (Instructional Pool) USF-43-20-1 (Wading Pool) Services provided once a year: • Drain filter tanks and remove manway covers to inspect upper internal tank components • Inspect media throughout the filters for proper consistency, contamination and flatness for indication of inadequate backwashing and lateral failure • Install cleaned manway covers and replace manway gaskets • Fill tanks and bleed air from the system • Perform backwash operation to test function, backwash overhaul is suggested to be performed every 3rd year • Restart system and review for proper operation	SMA NC PW 14	6





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Fax:

Date: 01/27/26

Billing Terms: Net 30

Annual Lochinvar Preventative Maintenance Package	SMA Annual 04	1
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Lochinvar Heater ERN150-402 PM	SMA NC PW 32	1
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(1) ERN402A (Wading Pool)

Services provided once a year:

- Inspect flame and heat exchanger
- Log system flow rate, influent pressure, and effluent pressure
- Disassemble heater to inspect and clean gas manifolds, upper cabinet and fans
- De-soot and/or clean heat exchanger and inspect for any irregularities
- Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities
- Clean burners and reinstall with new gaskets
- Test and set gas manifold pressures and combustion air cabinet pressures
- Inspect bypass manifold
- Replace flame rod and spark ignitor
- Test and set inlet water temperature and delta temperature
- Complete chemical evaluation to confirm proper water balance
- Provide recommendations for chemical corrections

Lochinvar CPN990-2072 PM	SMA NC PW 41	1
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(1) CPN2072 (Performance Pool)

Services provided once a year:

- Log heater inlet, outlet and delta temperature
- Inspect flame and heat exchanger
- Disassemble heater, inspect and clean gas manifolds, upper cabinet and fans
- De-soot and/or clean heat exchanger and inspect for irregularities
- Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities
- Clean burners and reinstall with new gaskets
- Test and set gas manifold pressures and combustion chamber air pressure
- Test and set inlet water and delta temperatures
- Inspect boost pump, bearing assembly, and 3-way automatic valve
- Deliver supply of air filters
- Replace hot surface igniter
- Install new air filter



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Lochinvar AQUAS XPN602-1520 PM (1) XPN1000 (Instructional Pool)	SMA NC PW 43	1
Services provided once a year: • Monitor and log heater inlet, outlet and delta temperature • Inspect flame and heat exchanger • Disassemble heater, inspect and clean gas manifolds, upper cabinets and fans • De-soot and/or clean heat exchanger and inspect for irregularities • Clean and inspect the combustion chamber and replace refractory door • Clean burners and reinstall with new gaskets • Test exhaust to adjust CO2 and O2 levels • Test and set inlet water and delta temperatures • Inspect expansion tank pressure and boost pump • Replace hot surface ignitor and flame sensor • Clean out condensate trap/rocks		
Preventative Maintenance Parts Box	SMA Parts Box	1
All parts listed below will be delivered at the first service. Parts will be stored in an Aquafinity provided lockable durable storage box in the pool equipment room and will be billed separately at time of delivery.		
Parts	SMA Filter	1
Manway Gasket For USF Tank	FP-022-20368	6
Parts	SMA CLA-VAL	1
Rebuild Kit For 1 1/2" Hytrol Valve, Includes: 1 Rubber Diaphragm, 1 Disc, 2 Spare Spacer Washers.	CP-056-00400	2
Parts	SMA LMI	1
Kit, Rpm 362/368 Pro Pac	WP-036-11135	2
Rebuild Kit- KSI "G" Pump 37539 - Spring (1) 10338 - Ceramic Ball (2) 29443 - Polyprel Seal Ring (2) 37203 - Clamp Ring (3) 36366 - Cartridge With Housing (2) 60995 - Diaphragm (1)	WS-036-05000A	1
G Series Pump Motor Gasket	WP-036-00011	1
G Series Oil Cap	WP-036-00012	1
G Series Oil	WP-036-06876	1
50 Ft Roll 1/2" Tube White	WP-036-11430A	1
100 Ft Roll 3/8" Tube White	WP-036-11425B	2



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Parts	SMA CO2	1
3/8" Mini Solenoid Valve 120V AC Solenoid W/Strainer	WP-113-00012	3
100 Ft Roll 3/8" Tube White	WP-036-11425B	1
Parts	SMA Lochinvar	1
Burner Seal Gasket	HP-039-07980	39
Gasket For Burner Panel, 45"	HP-039-00275	9
Plt30001, Flame Rod	HP-039-00028	1
Spark Ignitor Kit For ERN152-ERN402	HP-039-00031	1
Hot Surface Ignitor	HP-039-00030	2
MERV 4 Air Filter Panel, 16" X 16" X 1"	HP-039-90110	12
Parts	SMA AQUAS	1
Burner Gasket	HP-039-07813	4
Rubber Door Gasket For XPN1.0 To 1.5 Heaters	HP-039-07814	4
Igniter W/ Gasket For XPN1.0 to 1.5 Heaters	HP-039-00029	4
Flame Sensor W/Gasket, Knight for XPN 1.0 to 1.5 Heaters	HP-039-00033	4
Insulation, Door For Burner Plate For XPN 1.0 to 1.5 Heaters	HP-039-05400	4
Parts	SMA Misc	1
Pool Lift Cleaning Kit - Nylon scouring pad, heavy duty rust inhibitor, lubricant, grease, soap	PLCK	1
• KSI Technicians are nationally certified AFO/CPO's • KSI Technicians are manufacturer certified and carry current equipment certifications • KSI utilizes OEM parts for required repairs/maintenance	TPA	1



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Fax:
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Billing Terms: Net 30

Additional Information

One Time Payment (All Parts, Sales Tax & Shipping): \$5,345.87
Monthly Maintenance Payment: \$11,547.50
Agreement Period: 1/1/2026 – 6/30/2026

Terms and Conditions

- Payments based on a fulfillment of two (2) service visits during the agreement period
- Signed agreement is to be submitted to KSI with a PO (if applicable) provided to KSI shortly thereafter.
- Signed agreements will begin and scheduled no later than 21 calendar days (3 weeks) of receipt of signed agreement and purchase order.
- Payment Terms: Net 30 days from date of invoice
- Interest: 18% APR is charged on all past due invoices
- Canceled visits are subject to 100% of monthly fee plus a \$150.00 cancellation fee
- All points of quotation are valid for 30 days from this date

Subtotal	27,688.65
Adjustment	0.00
Total	27,688.65
Shipping	321.55
Tax	430.67
CC Surcharge	0.00
Grand Total	28,440.87

Signature

Date

We are pleased to submit the above package for your consideration.

Terms & Conditions:

1. Orders paid by credit card will incur a 3.5% processing fee
2. Payment terms are subject to the credit agreement you have on file with KSI.
3. A deposit may be required to process your order
4. 18% APR is charged on all past due invoices
5. Pricing is valid for 30 days from date of this Estimate, after which is subject to change.
6. If applicable, returns must be pre-approved, shipped prepaid and accompany written RMA.
7. Minimum 20% restocking fee applies to all returns, % is based on actual manufacturer restock fee.
7. Freight cost is an estimate only and actual freight may be different at time of shipping.
8. Order is subject to applicable sales tax to ship point



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MAINTENANCE AGREEMENT

City Manager's Office
701 Laurel Street
Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 5217

AGREEMENT FOR SERVICES BETWEEN

THE CITY OF MENLO PARK AND KNORR SYSTEMS INC

THIS AGREEMENT made and entered into at Menlo Park, California, this 9/11/2025, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and KNORR SYSTEMS INC, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional Services for CITY in connection with that certain project called: Aquatics Center maintenance for Burgess pools

WHEREAS, FIRST PARTY is licensed to perform said Services and desires to and does hereby undertake to perform said Services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND CONDITIONS of each of the Parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

- A. In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the Services as set forth in Exhibit "A," Scope of Services.
- B. **Independent Contractor.** FIRST PARTY and CITY each expressly agree and understand that they are creating an independent contractor relationship, and that nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or other fiduciary relationship between FIRST PARTY and CITY. FIRST PARTY shall not have any right, power or authority, either express or implied, pursuant to this Agreement to assume, create or incur any expense, liability or obligation, express or implied, on behalf of CITY, and shall not represent to any person or business that they have such power. FIRST PARTY and CITY further expressly agree and understand that:
1. Neither FIRST PARTY nor any person employed or contracted by FIRST PARTY shall be considered an employee of CITY for any purposes.
 2. FIRST PARTY has the sole right to control and direct the means, manner, and method by which Services under this Agreement will be performed.
 3. FIRST PARTY has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement, at their own expense; in all cases, FIRST PARTY shall be solely responsible for all matters relating to the payment of its own employees and subcontractors, including, but not limited to, compliance with Social Security and income tax withholdings, workers' compensation

insurance, unemployment compensation payments, and compliance with all regulations governing such matters.

4. The Services required by this Agreement shall be performed by FIRST PARTY or their employees or subcontractors, and CITY shall not hire, supervise, or pay any assistants to help FIRST PARTY.
5. Neither FIRST PARTY nor their employees or subcontractors shall receive any training from CITY in the professional skills necessary to perform Services under this Agreement.
6. Neither FIRST PARTY nor their employees or subcontractors shall be required by CITY to devote full time to the performance of Services required by this Agreement.
7. Neither FIRST PARTY nor their employees or subcontractors are entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other fringe benefits provided by CITY to its employees, and FIRST PARTY shall be exclusively responsible for all Social Security, self-employment and income taxes, disability insurance, workers' compensation insurance, and/or any other statutory benefits otherwise required to be provided to their employees.
8. FIRST PARTY is solely responsible for all state and federal income and/or other tax obligations, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement. This includes, but is not limited to, FICA withholdings and payments, state or federal unemployment compensation contributions, and applicable self-employment taxes. FIRST PARTY further agrees to indemnify CITY for any claims or obligations asserted to the contrary by FIRST PARTY or by their employees or subcontractors. Upon request, FIRST PARTY shall provide CITY with proof that such payments have been made.

C. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders. The Services to be provided are subject to prevailing wage laws under California Labor Code Section 1720 et. seq. FIRST PARTY shall pay prevailing wages to its employees on any agreement in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. FIRST PARTY shall comply with the 8- hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. FIRST PARTY and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. FIRST PARTY shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to this Agreement.

D. **Professional Competence.** FIRST PARTY represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. FIRST PARTY represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. FIRST PARTY agrees that the Services shall be performed consistent with the professional skill and care ordinarily provided by pool maintenance professionals practicing in the same or similar locality under the same or similar circumstances. CITY and FIRST PARTY agree that FIRST PARTY is in responsible charge of the Services. Acceptance by CITY of the Services does not operate as a release of FIRST PARTY from professional responsibility for the Services performed.

E. **Confidentiality.** FIRST PARTY agrees to maintain in confidence and not disclose to any person, firm, governmental entity or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process or operation of CITY. FIRST PARTY further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity or corporation any data, information, technology, or material developed or obtained by FIRST PARTY during the

performance of the Services. The covenants contained in this shall survive the termination of this Agreement for whatever cause.

- F. **Ownership of Material.** Any reports and other material prepared by or on behalf of FIRST PARTY under this Agreement (collectively, the "Documents") and provided to the CITY shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to FIRST PARTY.
- G. **Documentation.** FIRST PARTY shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and FIRST PARTY shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- H. **Conflict of Terms:** In the event of any conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and the terms of any exhibit, attachment or other incorporated document (including the Scope of Services), the terms of this Agreement shall govern and control. If any conflict or inconsistency is identified, FIRST PARTY shall immediately notify the CITY in writing and seek clarification or resolution from the CITY before proceeding with any work that may be affected by such conflict. The CITY'S written determination shall be final and binding.

2. SCHEDULE FOR WORK

- A. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). FIRST PARTY agrees to complete all Services pursuant to this Agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other, or the other's employees and agents.
- B. **Notice to Proceed:** FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

4. COMPENSATION AND PAYMENT

- A. **Compensation:** CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$90,071 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. FIRST PARTY's fee for the Services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and Services incurred by FIRST PARTY and used in carrying out or completing the work.

- B. Invoices:** Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the Services performed to CITY. This statement shall include, at a minimum, the project title, Agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of FIRST PARTY's relevant records pertaining to the charges.
- C. Invoice Documentation:** FIRST PARTY shall bill each month to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain the total Agreement amount subtracting the invoices paid and billing. By submitting an invoice for payment under this Agreement, FIRST PARTY is certifying compliance with all provisions of the Agreement. FIRST PARTY shall not invoice City for any duplicate Services performed by more than one person. City shall independently review each invoice submitted by FIRST PARTY to determine whether the Services performed, and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause FIRST PARTY to be paid within thirty (30) days of receipt of FIRST PARTY's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by FIRST PARTY which are disputed by City, or as provided in this Section. In the event any charges or expenses are in dispute by City, the original invoice shall be returned by City to FIRST PARTY for correction and resubmission. Review and payment by City of any invoice provided by FIRST PARTY shall not constitute waiver of any rights or remedies provided herein or any applicable law. FIRST PARTY shall bill the City as Services are complete. CITY reserves the right to deny payment to FIRST PARTY for any invoice submitted more than 90 days after performance of Services or expenses are incurred by FIRST PARTY.
1. FIRST PARTY shall submit detailed and itemized monthly invoices in a form satisfactory to CITY on or before the tenth (10th) day of each month for Services provided during the preceding month.
 2. Invoices shall include sufficient documentation, including time records, cost records, receipts, and other materials necessary to substantiate the performance and costs of the Services. CITY shall review and verify the accuracy and completeness of each invoice within thirty-five (35) days after receipt. CITY, at its sole discretion, may correct, modify, or disallow any charges contained in the invoice that are inconsistent with this Agreement, unsubstantiated, excessive, or otherwise not in compliance with CITY's standards or instructions. Any such corrections or modifications shall be deemed final and binding upon FIRST PARTY.
 3. Upon completing its review, CITY shall make payment to FIRST PARTY for the amount approved by CITY, subject to applicable deductions, corrections, or offsets as deemed appropriate by CITY. No payment made by CITY shall constitute or be construed as acceptance of any Services or waiver of any rights or remedies available to CITY under this Agreement.
 4. CITY reserves the right to withhold payment in whole or in part if: (a) Services are not performed to the satisfaction of CITY; (b) There are delays not authorized or excused by CITY in the performances of Services; (c) FIRST PARTY fails to provide satisfactory documentation of the Services rendered, or documentation reflecting information CITY has requested; and/or (d) FIRST PARTY is otherwise in default of this Agreement.
 5. Withheld payments shall not relieve FIRST PARTY of its obligations to perform under this Agreement, and CITY shall not be liable for any interest, penalties, or damages related to the withholding of payment.
 6. In the event of a payment dispute, FIRST PARTY agrees to continue performance of all Services under this Agreement without delay or interruption, regardless of the status or resolution of such dispute. CITY shall resolve any payment disputes in good faith. Upon termination or expiration of this Agreement, CITY shall reconcile all outstanding invoices and payments. CITY may offset any amounts due to FIRST

PARTY against amounts owed to CITY due to breach, nonperformance, or other defaults by FIRST PARTY.

- D. **Status Reports.** Together with each monthly invoice, FIRST PARTY shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. FIRST PARTY shall notify CITY in writing when payments have reached 90% of the To Not Exceed Amount.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status, or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's Agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date this Agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the Services and full control over the employment, direction, compensation, and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's Services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Sean Reinhart
Library and Community Services

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-2510
SSReinhart@menlopark.gov

Notices required to be given to FIRST PARTY shall be addressed as follows:

Jane Allison
2221 Standard Ave.
Santa Ana, CA 92707
714-754-4044
janea@knorrsystems.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

To the fullest extent allowed by law, FIRST PARTY hereby agrees to defend, indemnify and save harmless CITY, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of FIRST PARTY or its Subcontractors), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Menlo Park, its Council, boards, commissions, officers, employees, directors, volunteers, or agents that arise out of, pertain to or relate to any negligence, recklessness, or willful misconduct of FIRST PARTY, any subcontractors, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the FIRST PARTY shall meet and confer with other Parties regarding unpaid defense costs.

The duty of FIRST PARTY to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however that nothing herein contained shall be construed to require FIRST PARTY to indemnify City of Menlo Park, its Council, boards, commissions, officers, employees, and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

FIRST PARTY's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

11. INSURANCE

- A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:

The FIRST PARTY shall have in effect during the entire life of this Agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:

The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

3. Automobile insurance:

FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

4. Professional liability insurance:

FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and two million (\$2,000,000) in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of Services described herein.

- C. CITY and its subsidiary agencies, and their officers, agents, employees, and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.
- E. Before the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/Services to be performed, at his/her own expense, before commencement of said work/Services or forfeit any right to compensation under this Agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications, or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications, or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced, and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. **Notice of Termination:** CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all Services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.
 3. **Compensation:** If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed Services. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
 4. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph 3 of this Section.
- B. **Remedies:** The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
- C. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for Services properly performed and expenses properly incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and Services provided pursuant to this Agreement

19. BREACH OF AGREEMENT

- A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the Parties.

21. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. GOVERNING LAW AND VENUE

The Agreement shall be deemed to have been executed in the City of Menlo Park, California. Enforcement of the Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Agreement, nothing in the Agreement shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of the Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause. The venue for any litigation shall be San Mateo County.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency and the State of California.

24. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of Jul. 1, 2025 through Jun. 30, 2026 unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the Parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between Parties not expressly stated in this document are not binding.

All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties to this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signed by:

 Signature

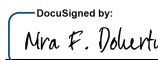
 Jane Allison
 Printed name

 Tax ID# 95-3253963
 Tax ID#

9/11/2025
 Date

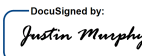
 Senior Service Agreement Administrator
 Title

APPROVED AS TO FORM:

DocuSigned by:

 Nira F. Doherty, City Attorney

9/11/2025
 Date

FOR CITY OF MENLO PARK:

DocuSigned by:

 Justin I. C. Murphy, City Manager

9/11/2025
 Date

ATTEST:

DocuSigned by:

 Judi A. Herren, City Clerk

9/11/2025
 Date

EXHIBIT “A” – SCOPE OF SERVICES**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant Services for CITY’s Library and Community Services Department. In the event of any discrepancy between any of the terms of FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following Services:

Provide general consultant Services for projects as determined by the CITY. The detailed Scope of Work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate Scope of Work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these Services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon: (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various Services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK – EXTRA WORK

In addition to Services described in Section A1, the Parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional Services including but not limited to:

- Change in the Services because of changes in the Scope of Work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s Services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the

CITY and FIRST PARTY. Such supplemental Agreement shall be executed by FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.

A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of Services performed, project title and the agreement number; the date the Services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate Services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

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TREATMENT PACKAGE

Package #312610

City Of Menlo Park

2025-2026 Monthly Scheduled Maintenance Agreement

Consultant: Jane Allison

WQA: Jane Allison

Fax:

Date: 07/11/25

Billing Terms: Net 30

ATTN:

City Of Menlo Park
Tricia Mullan
701 Laurel Street
Menlo Park, CA 94025

SITE:

Burgess Park
Tricia Mullan
501 Laurel St
Menlo Park, CA 94025-3449

Phone:

Fax:

Order Description

Thank you for your continued trust in Knorr Systems for your swimming pool equipment maintenance. Below is our *DIR compliant proposal for scheduled maintenance at Burgess Park. Our services are designed to assist your facility in maintaining system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy. □

Order Items

Description	Code	Quantity
Monthly Preventative Maintenance Package	SMA Monthly	1
BECS Chemical Controller (1) BECSys7 (Performance Pool) (1) BECSys7 (Instructional Pool) (1) BECSys7 (Wading Pool) Services performed at every visit: • Test operation of the safety flow switch • Clean pH and ORP sensors□ • One-point controller calibration as needed • Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index • Provide recommendations to make chemical corrections	SMA NC PW 02	36
Global Pool Management (1) BECSys7 (Performance Pool) Monthly Remote Monitoring: • System provides 24 hour remote pool monitoring with cloud based record keeping • Remote system control from anywhere • Powerful escalating alert notifications • Access to remote diagnostics and service cyber support • High security protocol with customer directed authentication codes • Includes cellular modem system and service	GPM 2	12



Knorr Systems, Int'l. * Since 1977 * (800) 676-7946 * www.aquafinity.com
Aquafinity * Santa Ana CA * Livermore CA





TREATMENT PACKAGE

Package #312610

City Of Menlo Park

2025-2026 Monthly Scheduled Maintenance Agreement

Consultant: Jane Allison
WQA: Jane Allison
Fax:
Date: 07/11/25
Billing Terms: Net 30

Global Pool Management	GPM 1	24
(1) BECSys7 (Instructional Pool) (1) BECSys7 (Wading Pool) Monthly Remote Monitoring: • System provides 24 hour remote pool monitoring with cloud based record keeping • Remote system control from anywhere • Powerful escalating alert notifications • Access to remote diagnostics and service cyber support • High security protocol with customer directed authentication codes • Includes cellular modem system and service		
LMI Chemical Feed Pump Injectors	SMA NC PW 06	36
(1) SD43-88P-KSI (Performance Pool) (1) C121-362SI (Instructional Pool) (1) C121-362SI (Wading Pool) Services provided at every visit: • Remove and clean injector to remove any calcification or buildup • Fine-tune chemical output to maintain chemical balance • Inspect suction and discharge tubing for wear • Monitor and log chemical storage tank level		
High Rate Filtration System	SMA NC PW 16	72
USF-43-20-3 (Performance Pool) USF-43-20-2 (Instructional Pool) USF-43-20-1 (Wading Pool) Services provided at every visit: • Backwash filtration system as needed • Review backwash performance to confirm proper operation and efficiency • Monitor and log filtration, influent & effluent pressure • Monitor and log filtration flow-rate		
Service Travel	SVC T	12
Bi-Annual Preventative Maintenance Package	SMA Bi-Annual	1
Variable Frequency Drive Retorque	SMA NC PW 01	4
(1) SPCS (Performance Pool) (1) SPCS (Instructional Pool) Services provided twice a year: • Torque terminal connections to manufacturer recommendations • Inspect and clean air intake element • Clean fins on heat sink behind drive • Perform operational test and verify proper system operation • Wipe down the cabinet and remove any loose materials		



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TREATMENT PACKAGE

Package #312610

City Of Menlo Park

2025-2026 Monthly Scheduled Maintenance Agreement

Consultant: Jane Allison
WQA: Jane Allison
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Circulation Pump Inspection <i>(1) Paco 10N-50157 Pump (Performance Pool)</i> <i>(1) Paco 10N-40157 Pump (Instructional Pool)</i> <i>(1) Paco 10N-23957 (Wading Pool)</i> <i>(1) Sulzer 10N-30957 (Wading Pool)</i> <i>(1) Zoeller 267-0073 (N267) (BW Pit Sump Pump)</i> Services provided once a year: • Inspect, clean and adjust as needed ☐ • Check for proper voltage, amperage and flow • Check all electrical connections	SMA NC PW 11	10
CO2 Tank Inspection <i>(3) Chart CO2 Tanks</i> Services provided twice a year: • Inspect tank for any leaks or corrosion • Test valves for proper operation	SMA NC PW 65	6
Backwash Pit Cleaning Services provided twice a year: • This is a confined space • Light pressure washing of the walls and floor and scoop up debris into a bucket for disposal ☐ • Disassembly of the sump pump and cleaning of the impeller/suction area ☐	SMA NC PW 127	2
Lochinvar Air & Gas <i>(1) CPN2072 (Performance Pool)</i> <i>(1) ERN402A (Wading Pool)</i> Services provided twice a year: • Log system flow rate, influent pressure and effluent pressure • Inspect flame and heat exchanger • Test and set gas manifold pressures and combustion air cabinet pressures • Confirm proper vent draft • Test and set inlet water temperature and delta temperature • Complete chemical evaluation to confirm proper water balance • Provide recommendations for chemical corrections	SMA NC PW 47	4



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Chair Lift PM	SMA NC PW 38	4
(2) <i>Spectrum Traveler</i>		
Services provided:		
• Inspect for loose or missing hardware, proper function and battery charge status - If unit has plastic covers, lift/remove covers to inspect hidden parts • Inspect lift frame, mast, support arm and seat assembly for rust • Remove any visible signs of rust or staining with a nylon brush • Cleanse all external metallic surfaces with a warm water and soap • Apply wax to maintain the finish of the lift • Cleanse all battery connections with a nylon scouring pad • Apply dielectric grease to terminals		
Annual Chemical Treatment Preventative Maintenance Package	SMA Annual 01	1
BECS Calibration	SMA NC PW 05	3
(1) <i>BECSys7 (Performance Pool)</i>		
(1) <i>BECSys7 (Instructional Pool)</i>		
(1) <i>BECSys7 (Wading Pool)</i>		
Services provided once a year:		
• Two-point controller calibration		
LMI Pump Wet-End Rebuild	SMA NC PW 07	3
(1) <i>SD43-88P-KSI</i>		
(2) <i>C121-362SI</i>		
Services provided once a year:		
• Disassemble pump wet-end for cleaning and overhaul with factory overhaul kit • For G Pumps: Replace G-pump motor oil and motor gasket		
Tubing Replacement	SMA NC PW 20	3
(1) <i>SD43-88P-KSI</i>		
(2) <i>C121-362SI</i>		
Services provided:		
• Replace chemical suction and discharge tubing		
Cla-Val Fill Valve Rebuild	SMA NC PW 39	2
(1) <i>Cla-Val (Performance Pool)</i>		
(1) <i>Cla-Val (Instructional Pool)</i>		
Services provided once a year:		
• Inspect float valves in surge pits for proper operation • Exercise valves manually for proper operation • Replace seals and diaphragms		



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CO2 Feeder Solenoid Replacement	SMA NC PW 68	3
(1) Eko3 CO2 20-200 SCFH (Performance Pool)		
(1) Eko3 CO2 20-200 SCFH (Instructional Pool)		
(1) Eko3 CO2 20-200 SCFH (Wading Pool)		
Services provided once a year:		
• Replace solenoid and diffuser assembly		
• Calibrate chemical output to maintain chemical balance		
Tubing Replacement	SMA NC PW 20	3
(1) Eko3 CO2 20-200 SCFH (Performance Pool)		
(1) Eko3 CO2 20-200 SCFH (Instructional Pool)		
(1) Eko3 CO2 20-200 SCFH (Wading Pool)		
Services provided:		
• Replace chemical suction and discharge tubing		
Annual Filters Preventative Maintenance Package	SMA Annual 07	1
Filter Media Inspection	SMA NC PW 14	6
USF-43-20-3 (Performance Pool)		
USF-43-20-2 (Instructional Pool)		
USF-43-20-1 (Wading Pool)		
Services provided once a year:		
• Drain filter tanks and remove manway covers to inspect upper internal tank components		
• Inspect media throughout the filters for proper consistency, contamination and flatness for indication of inadequate backwashing and lateral failure		
• Install cleaned manway covers and replace manway gaskets		
• Fill tanks and bleed air from the system		
• Perform backwash operation to test function, backwash overhaul is suggested to be performed every 3rd year		
• Restart system and review for proper operation		
Annual UV Preventative Maintenance Package	SMA Annual 02	1



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ETS UV ECP & ECF Cleaning Service	SMA NC PW 50	1
Services performed once a year: • Log system flow rate, influent pressure, and effluent pressure • Clean and inspect sight glass and wiper system • Run quartz wiper to clean sleeves and verify proper operation • Inspect and clean dust filters in cabinet • Shut down system and isolate chamber for service • Clean UV sensor quartz window • Remove and clean UV lamps • Remove and clean quartz thimble/sleeves • Clean chamber and replace quad ring seal • Test and set power levels and UV intensity • Inspect anodes		
ETS UV ECP & ECF PM Service	SMA NC PW 04	1
Services performed once a year: • Log system flow rate, influent pressure, and effluent pressure • Clean and inspect sight glass and wiper system • Run quartz wiper to clean sleeves and verify proper operation • Inspect and clean dust filters in cabinet • Shut down system and isolate chamber for service • Clean UV sensor quartz window • Remove and replace UV lamps • Replace the wiper carriage assembly lead screw nut and bushing • Remove and replace quartz thimble/sleeves • Clean chamber and replace quad ring seal • Test and set power levels and UV intensity • Inspect anodes and replace		
Annual Lochinvar Preventative Maintenance Package	SMA Annual 04	1
Lochinvar Heater ERN150-402 Cleaning (1) ERN402A (Wading Pool)	SMA NC PW 29	1
Services provided once a year: • Inspect flame and heat exchanger • Log system flow rate, influent pressure, and effluent pressure • Disassemble heater to inspect and clean gas manifolds, upper cabinet and fans • De-soot and/or clean heat exchanger and inspect for any irregularities • Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities • Clean burners and reinstall with new gaskets • Test and set gas manifold pressures and combustion air cabinet pressures • Inspect bypass manifold • Test and set inlet water temperature and delta temperature • Complete chemical evaluation to confirm proper water balance • Provide recommendations for chemical corrections		



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Lochinvar Heater ERN150-402 PM	SMA NC PW 32	1
<i>(1) ERN402A (Wading Pool)</i>		

Services provided once a year:

- Inspect flame and heat exchanger
- Log system flow rate, influent pressure, and effluent pressure
- Disassemble heater to inspect and clean gas manifolds, upper cabinet and fans
- De-soot and/or clean heat exchanger and inspect for any irregularities
- Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities
- Clean burners and reinstall with new gaskets
- Test and set gas manifold pressures and combustion air cabinet pressures
- Inspect bypass manifold
- Replace flame rod and spark ignitor
- Test and set inlet water temperature and delta temperature
- Complete chemical evaluation to confirm proper water balance
- Provide recommendations for chemical corrections

Lochinvar CPN990-2072 Cleaning	SMA NC PW 40	1
<i>(1) CPN2072 (Performance Pool)</i>		

Services provided once a year:

- Log heater inlet, outlet and delta temperature
- Inspect flame and heat exchanger
- Disassemble heater, inspect and clean gas manifolds, upper cabinet and fans
- De-soot and/or clean heat exchanger and inspect for irregularities
- Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities
- Clean burners and reinstall with new gaskets
- Test and set gas manifold pressures and combustion chamber air pressure
- Test and set inlet water and delta temperatures
- Inspect boost pump, bearing assembly, and 3-way automatic valve
- Install new air filter

Lochinvar CPN990-2072 PM	SMA NC PW 41	1
<i>(1) CPN2072 (Performance Pool)</i>		

Services provided once a year:

- Log heater inlet, outlet and delta temperature
- Inspect flame and heat exchanger
- Disassemble heater, inspect and clean gas manifolds, upper cabinet and fans
- De-soot and/or clean heat exchanger and inspect for irregularities
- Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities
- Clean burners and reinstall with new gaskets
- Test and set gas manifold pressures and combustion chamber air pressure
- Test and set inlet water and delta temperatures
- Inspect boost pump, bearing assembly, and 3-way automatic valve
- Deliver supply of air filters
- Replace hot surface igniter
- Install new air filter



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Billing Terms: Net 30

Lochinvar AQUAS XPN602-1520 PM (1) XPN1000 (Instructional Pool) **Recommended (2) PM's within the 12 month agreement period	SMA NC PW 43	2
Services provided once a year: • Monitor and log heater inlet, outlet and delta temperature • Inspect flame and heat exchanger • Disassemble heater, inspect and clean gas manifolds, upper cabinets and fans • De-soot and/or clean heat exchanger and inspect for irregularities • Clean and inspect the combustion chamber and replace refractory door • Clean burners and reinstall with new gaskets • Test exhaust to adjust CO2 and O2 levels • Test and set inlet water and delta temperatures • Inspect expansion tank pressure and boost pump • Replace hot surface ignitor and flame sensor • Clean out condensate trap/rocks		
Preventative Maintenance Parts Box	SMA Parts Box	1
All parts listed below will be delivered at the first service. Parts will be stored in an Aquafinity provided lockable durable storage box in the pool equipment room and will be billed separately at time of delivery.		
Parts	SMA Filter	1
Manway Gasket For USF Tank	FP-022-20368	6
Parts	SMA CLA-VAL	1
Rebuild Kit For 1 1/2" Hytrol Valve, Includes: 1 Rubber Diaphragm, 1 Disc, 2 Spare Spacer Washers.	CP-056-00400	2
Parts	SMA LMI	1
Kit, Rpm 362/368 Pro Pac	WP-036-11135	2
Rebuild Kit- KSI "G" Pump 37539 - Spring (1) 10338 - Ceramic Ball (2) 29443 - Polyprel Seal Ring (2) 37203 - Clamp Ring (3) 36366 - Cartridge With Housing (2) 60995 - Diaphragm (1)	WS-036-05000A	1
G Series Pump Motor Gasket	WP-036-00011	1
G Series Oil Cap	WP-036-00012	1
G Series Oil	WP-036-06876	1
50 Ft Roll 1/2" Tube White	WP-036-11430A	1
100 Ft Roll 3/8" Tube White	WP-036-11425B	2



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Fax:

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Parts	SMA CO2	1
3/8" Mini Solenoid Valve 120V AC Solenoid W/Strainer	WP-113-00012	3
100 Ft Roll 3/8" Tube White	WP-036-11425B	1
Parts	SMA Lochinvar	1
Burner Seal Gasket	HP-039-07980	39
Gasket For Burner Panel, 45"	HP-039-00275	9
Plt30001, Flame Rod	HP-039-00028	1
Spark Ignitor Kit For ERN152-ERN402	HP-039-00031	1
Hot Surface Ignitor	HP-039-00030	2
MERV 4 Air Filter Panel, 16" X 16" X 1"	HP-039-90110	12
Parts	SMA AQUAS	1
Burner Gasket	HP-039-07813	4
Rubber Door Gasket For XPN1.0 To 1.5 Heaters	HP-039-07814	4
Igniter W/ Gasket For XPN1.0 to 1.5 Heaters	HP-039-00029	4
Flame Sensor W/Gasket, Knight for XPN 1.0 to 1.5 Heaters	HP-039-00033	4
Insulation, Door For Burner Plate For XPN 1.0 to 1.5 Heaters	HP-039-05400	4
Parts	SMA ETS	1
ECF Lead Screw Nut	WK-274-00005	1
Lead Screw Bushing For SP/ECF	WP-274-00700	2
Uv Lamp For Ecf-220-6 And Ecf-220-8	WP-274-00310	2
Quartz Sleeve For Ecf-220-6 And Ecf-220-8	WP-274-00405	2
Quad Ring Seal Kit for ECF-215-6, ECF-220-6, ECF-220-8, ECF-225-8, ECF-225-10, ECF-230-10, ECF-230-12, ECF-233-12, ECF-233-14, ECF-210-4	WP-274-00530	2



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Anode, 1" X 4" X 1"	WP-274-00798	1
Parts	SMA Misc	1
Pool Lift Cleaning Kit - Nylon scouring pad, heavy duty rust inhibitor, lubricant, grease, soap	PLCK	1
• KSI Technicians are nationally certified AFO/CPO's • KSI Technicians are manufacturer certified and carry current equipment certifications • KSI utilizes OEM parts for required repairs/maintenance	TPA	1

Additional Information

One Time Payment (All Parts, Sales Tax & Shipping): \$8,345.25
 Monthly Maintenance Payment: \$4,135.49
 Agreement Period: 7/1/2025 – 6/30/2026

Terms and Conditions

- Payments based on a fulfillment of twelve (12) service visits during the 12-month agreement period
- Signed agreement is to be submitted to KSI with a PO (if applicable) provided to KSI shortly thereafter.
- Signed agreements will begin and scheduled no later than 21 calendar days (3 weeks) of receipt of signed agreement and purchase order.
- Payment Terms: Net 30 days from date of invoice
- Interest: 18% APR is charged on all past due invoices
- Canceled visits are subject to 100% of monthly fee plus a \$150.00 cancellation fee
- All points of quotation are valid for 45 days from this date

Subtotal	56,796.81
Adjustment	0.00
Total	56,796.81
Shipping	502.03
Tax	672.29
CC Surcharge	0.00
Grand Total	57,971.13

Signature

Date

We are pleased to submit the above package for your consideration.

Terms & Conditions:

1. Payment terms are subject to the credit agreement you have on file with KSI.
2. A deposit may be required to process your order
3. Orders paid by credit card will incur a 3.5% processing fee.
4. 18% APR is charged on all past due invoices
5. Pricing is valid for 30 days from date of this Estimate, after which is subject to change.
6. If applicable, returns must be pre-approved, shipped prepaid and accompany written RMA.
7. Minimum 20% restocking fee applies to all returns, % is based on actual manufacturer restock fee.
8. Freight cost is an estimate only and actual freight may be different at time of shipping.
9. Order is subject to applicable sales tax to ship point



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**ESTIMATE**

City Of Menlo Park

Service: Burgess Instructional Pool 43-20-2 Filter Air Reliefs & Lateral Inspections

Order # 280325
 Date 8/13/2024
 Consultant Josh Lopez
 WQA Joe Miller
 Fax #
 Billing Terms Net 30

Proposed To

City Of Menlo Park
 Tricia Mullan
 701 Laurel Street
 Menlo Park, CA 94025

Ship To

Burgess Park
 Peter Cordingley
 501 Laurel St
 Menlo Park, CA 94025-3449

Phone: Fax:

Courier Service

KSI Deliver

Order Description

USF 43-20-2 Filter System

Labor and materials to inspect the two USF 43-20-2 Filters on the Instructional Pool and replace the air reliefs if necessary. Includes; checking for divots in the sand band indicating broken laterals and inspecting the manifolds for any damage. If Air reliefs are found to be in good shape then they will not be replaced.

Order Items

Line Item Code	Description	Quantity	Unit Price	Item Total
FK-009-00250	Eko3 Internal Air Relief Assembly	2	49.01	98.02
FP-022-20368	Manway Gasket For USF Tank	2	70.00	140.00
KI	KSI Installation	1	1,170.00	1,170.00



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ESTIMATE

City Of Menlo Park
Service: Burgess Instructional Pool 43-20-2 Filter Air Reliefs & Lateral Inspections

Order # 280325
Date 8/13/2024
Consultant Josh Lopez
WQA Joe Miller
Fax #
Billing Terms Net 30

Proposed To

City Of Menlo Park
Tricia Mullan
701 Laurel Street
Menlo Park, CA 94025

Ship To

Burgess Park
Peter Cordingley
501 Laurel St
Menlo Park, CA 94025-3449

Phone:
Fax:
Courier Service
KSI Deliver

Additional Information

Estimated Freight

This proposal includes labor, testing equipment, and travel to perform stated work. It does not include additional parts or labor if additional work beyond this scope is required. Additional materials and labor will be quoted as applicable.

Please click link below to digitally accept this proposal

Proposal Acceptance

Subtotal	1,408.02
Adjustment	0.00
CC Surcharge	0.00
Total	1,408.02
Shipping	14.49
Tax	22.32
Grand Total	1,444.83
Payments	0.00

Signature Date

We are pleased to submit the above package for your consideration.

- Terms & Conditions:
1. Payment terms are subject to the credit agreement you have on file with KSI.
 2. A deposit may be required to process your order
 3. Orders over \$5,000 paid by credit card will incur a 3% processing fee.
 4. 18% APR is charged on all past due invoices
 5. Pricing is valid for 30 days from date of this Estimate, after which is subject to change.
 6. If applicable, returns must be pre-approved, shipped prepaid and accompany written RMA.
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Date: February 24, 2025
To: City of Menlo Park
From: Jane Allison – Service Dept
Knorr Systems Int'l LLC

RE: Knorr Systems Prevailing Wage Rate Scale

Please find the current prevailing wage rates for all non-emergency and emergency service calls:

Standard PW Service Rate, Monday – Friday (8:00AM – 6:00PM)

PW Labor Rate: \$236.00 per hour

Travel (Portal to Portal): \$142.00 per hour

**Minimum Labor Charge: 1 hour labor, plus travel

Emergency Service Call: After Hours Rates and Same Day Service

\$284.00 per hour, Portal to Portal

Description of Work:

Pool Equipment Repairs, as needed

All prices are subject to change without notice

Aquatic Equipment, Mechanical Room & Water Treatment Specialists

Southern California

2221 S. Standard Ave

Santa Ana, CA 92707

P 714.754.4044 F 714.754.1405

Northern California

2021 Las Positas Ct. Suite 143

Livermore, CA 94551

P 925.273.0722 F 925.273.0726