

**PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **11th** day of **December, 2025**, by and between the Palm Desert Housing Authority, a Public Body, Corporate and Politic, a political subdivision organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("Authority") and **VM Pool Service and Repairs, Inc, a Corporation**, with its principal place of business at **40395 Firenze Court, Indio, CA 92203** ("Contractor"). The Authority and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The Authority is in need of services for the following project:

Housing Authority Commercial Pool and Spa Maintenance
(hereinafter referred to as "the Project").

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 1, 2026, to December 31, 2027**, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **three (3) additional one-year terms**. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the

means, methods, and details of performing the Services subject to the requirements of this Agreement. The Authority retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Authority.

3.2.4 Authority's Representative. The Authority hereby designates **Carlos Flores, Deputy Director of Development Services**, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Victor Monterroso, Owner**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants, and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Palm Desert Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care

provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause. The Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is 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 that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex

or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of Authority, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to Authority.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and
- (d) Policies shall "follow form" to the underlying primary policies.
- (e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. **Reserved.**

(F) Cyber Liability Insurance. **Reserved.**

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Authority's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) Authority's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, Authority has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by Authority will be promptly reimbursed by Contractor, or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to Authority for review.

(N) Authority's Right to Revise Specifications. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(P) Timely Notice of Claims. Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by Authority, Contractor shall execute and provide to Authority concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by Authority, Contractor shall execute and provide to Authority concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.3 Bond Provisions. Should, in Authority's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Authority may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the Authority. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Authority in writing. The Authority shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by Authority.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work

of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO HUNDRED NINE THOUSAND FORTY AND 00/100 DOLLARS (\$209,040.00) Per Full Fiscal Year**, prorated for any partial fiscal year within the Term of this Agreement, without written approval of the Authority Board or Executive Director, as applicable.

The Authority may request additional work at rates and manner as set forth in this Agreement on an as needed basis as specified in Section 3.3.5. Contractor shall not perform Extra Work, shall not presume extra work will be guaranteed, nor be compensated for Extra Work without written authorization from the Authority. Work performed as Extra Work shall not exceed the annual amount of **SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) Per Full Fiscal Year**, prorated for any partial fiscal year within the Term of this Agreement. Contractor shall not be reimbursed for any expenses unless authorized by the Authority Board or Executive Director, as applicable.

The total compensation under this Agreement, including base and additional services, shall not exceed **TWO HUNDRED EIGHTY-FOUR THOUSAND FORTY AND 00/100 DOLLARS (\$284,040.00) PER FULL FISCAL YEAR** (Prorated for partial fiscal years), and shall not exceed a cumulative total of **FIVE HUNDRED SIXTY-EIGHT THOUSAND EIGHTY AND 00/100 DOLLARS (\$568,080.00)** for the full two-year Term on this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to Authority monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to Authority within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making

of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.3 Deductions. Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, Authority may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Authority's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the

same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify, and hold the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: VM Pool Service And Repairs
40395 Firenze Court
Indio, Ca 92203
Attn: **Victor Monterroso, Owner**

Authority: Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Melinda Gonzalez, Development Services**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to

the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse Authority for the cost of any settlement paid by the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 Authority's Right to Employ Other Contractors. Authority reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the Authority include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Federal Provisions. **Reserved.**

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND VM POOL SERVICE AND REPAIRS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

VM POOL SERVICE AND REPAIRS, INC, A CORPORATION

By: _____
Chris Escobedo
Executive Director

By: _____
Victor Monterroso
President

Attest:

By: _____
Hilda Monterroso
Secretary

By: _____
Anthony J. Mejia
Secretary

Contractor's License Number and
Classification

DIR Registration Number *(if applicable)*

Approved as to form:

By: _____
Isra Shah
Best Best & Krieger LLP
General Counsel

Clerks QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Review

EXHIBIT "A"

SCOPE OF SERVICES

Request for Proposals (RFP) published July 30, 2025

Inclusive of the Scope of Services

Routine Maintenance Services

Perform daily seven-day-a-week and year-round service of all pools and spas at the properties, as required by Riverside County Health Department Standards and any other governing entity. NO EXCEPTIONS.

Daily services include, but not limited to:

- Clean and chemical balance bodies of water
- Check and adjust chlorine, pH, and other chemical levels as required to maintain water quality.
- Skim, vacuum, brush, and empty baskets of all pools and spas.
- Remove debris caused by all maintenance activities on the same working day that such debris is accumulated.
- Inspect and maintain detailed records/logs on all pools, spas, and equipment including detailed logs of chemical levels and work performed each day.
- Ensure compliance with Riverside County Environmental Health Department Standards, California Department of Public Health, and any other health regulations regarding pool safety and water quality.
- Furnish all pool chemicals related to daily operations of the Authority pools and spas.
- Maintain and adjust chemical controllers to include calibration and standardization; automatic pool leveling equipment, including valves, floating weirs and skimmer checks.
- On-site storage of chemicals is prohibited; except as required to be kept on site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- A log of every service, including date and time, along with repair made shall be submitted to property management weekly.

Preventative Equipment Maintenance:

- Inspect and perform maintenance of pool pumps, filters, heaters, mechanical, electrical and related equipment.

Exhibit "A"

- Log and bring to the attention of the Authority of identified potential issues.
- Lubricate moving parts, replace seals, and clean filters as needed.
- Communicate with the Authority and property management regarding the conditions of all pools, spas, and equipment by providing a monthly report.

Equipment Room Inspection and Maintenance:

- The contractor shall keep the equipment rooms at each property clean and tidy manner.
- If repairs to the equipment room are recommended, such recommendations must be made to the Authority and property management.

Chemicals

- On-site storage of chemicals is strictly prohibited; except as required to be on-site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- Handling of pool and spa chemicals must comply with the guidelines set forth by the California Division of Occupational Safety and Health (Cal/OSHA) and other safety regulatory bodies

Repairs and Additional Service

Repairs:

- Repairs outside of preventative maintenance is outside of the daily maintenance required and described above.
- Written estimates shall be submitted for approval prior to the purchase of parts and/or installation thereof.
- Estimates shall be detailed and include a minimum of the following: property name, pool/spa identification number, part number, cost per unit, warranty information, and prevailing wage statement.
- All repairs, including the replacement of damaged and malfunctioning components of equipment such as pumps, motors, lighting, control systems, as well as replacement of filters are outside of the regular maintenance agreement and are considered Additional Services.
- Additional service is a separate item from normal contractual duties. The contractor is expected to complete the daily maintenance duties and extra work shall not interfere with nor delay these duties.

Repair Logging and Documentation:

- Maintain a comprehensive log of all repairs conducted, including date, time, nature of the issue, actions taken, and parts replaced.

Exhibit "A"

- Submit monthly repair reports to property management detailing all maintenance and repair activities.
- Ensure that all repair logs are accessible to the Authority and property management upon request for review and audit purposes.

Warranty Management:

- Provide documentation of all warranties for parts and labor associated with repairs.
- Manage warranty claims on behalf of the Authority, ensuring timely resolution and replacement of faulty components.
- Maintain a record of all warranty information and provide updates to the Authority as warranties expire or are renewed.

Emergency Response:

- Establish a 24/7 emergency contact protocol.
- An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing.
- Provide emergency repair services with a response time of 2 hours for issues posing immediate safety hazards or significant operational disruptions.
- Emergency response work should be limited to the level required to mitigate an emergency and further repairs should be completed during normal working hours.
- Emergency response is a separate item from normal contractual duties and is considered an additional service. The contractor is expected to complete the daily maintenance duties and responding to an emergency shall not interfere with nor delay these duties.

EXHIBIT "B"
SCHEDULE OF SERVICES

"The contractor shall perform the services in accordance with the mutually agreed-upon schedule for each month."

EXHIBIT "C"

COMPENSATION

Contractor shall be compensated at a base rate of **Two Hundred Nine Thousand Forty Dollars (\$209,040) per fiscal year**, with amounts prorated for any partial fiscal year. In addition, Contractor shall receive **Seventy-Five Thousand Dollars (\$75,000) per fiscal year**, likewise prorated for any partial fiscal year, for any additional services authorized by the Authority under this agreement. The combined compensation for each fiscal year shall not exceed **Two-Hundred Eighty-Four Thousand Forty Dollars (\$284,040)**, prorated for any partial fiscal year. The total compensation payable under this agreement for the full contract term shall not exceed **Five Hundred Sixty-Eight Thousand Eight Dollars (\$568,080)**. Payment and Performance Bonds apply and will follow.

Contract No. _____

EXHIBIT "D"

VENDOR PROPOSAL/QUALIFICATIONS

Exhibit "D"

VM POOL SERVICES & REPAIR
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II. EXPERIENCE AND TECHNICAL COMPETENCE.....

III. FIRM STAFFING AND KEY PERSONNEL.....

IV. PROPOSED METHOD TO ACCOMPLISH THE WORK.....

VM POOL SERVICES & REPAIR

40395 FIRENZE COURT

INDIO, CA 92203

Email: v.m.pool@hotmail.com Phone: (760) 343-8616

08/05/2025

The Palm Desert Housing Authority
73-510 Fred Waring Drive,
Palm Desert CA 92260
Subject: Proposal for Commercial Pool & Spa Maintenance & Repair Service at Apartment
Complexes

Dear Palm Desert Housing Authority,

VM Pool Services & Repair, is pleased to submit this proposal for the Commercial Pool & Spa Maintenance & Repair Service at Apartment Complexes, demonstrating our commitment to delivering high-quality, timely, and cost-effective pool service, repair, and construction of anything pool related. With 15+ years of experience in the industry, we have a proven track record of successfully completing projects of similar scope and complexity, including the construction of pools, the continued maintenance of those projects for efficiency and quality of the work performed.

We understand the importance that The Palm Desert Housing Authority must have on its contractors to meet the needs required by contract and/or project goals. We therefore adhere to strict timelines, maintaining budget requirements, while ensuring that each project has the upmost quality control measures to satisfy our client's needs. Our team is equipped with the necessary expertise and resources to meet these requirements, from initial planning to project execution and completion.

Our proposal includes a detailed scope of work, project schedules as needed, and a clear cost breakdown, ensuring transparency and accountability throughout the project lifecycle. We are confident that our approach will not only meet but exceed your expectations.

We are eager to become your trusted pool maintenance professionals and look forward to speaking in detail and answer any questions you may have. We are available for a meeting at your convenience and look forward to the opportunity to partner with you on this important project.

Thank you for your time and consideration.

Sincerely,

Victor Monterroso, President
VM Pool Services & Repair
Phone: (760) 343-8616

FIRM STAFFING AND KEY PERSONNEL

I. Staffing:

At VM Pool Services & Repair, we pride ourselves on the technical expertise our customers desire in the maintenance of their pools and spas. We believe that our expertise in both residential and commercial pools can provide significant value to any company. With professionalism in mind we have acquired an excellent team who is managed on a 1 to 3 ratio.

a. Meet the Team:

1. Leonardo Cadena-Alcala
 - i. Lead Technician
 - ii. Pool Maintenance & Repair
2. Leonardo Daniel Cadena
 - i. Technician
 - ii. Pool Maintenance
3. Erwin Monterroso Alvarez
 - i. Technician
 - ii. Pool Maintenance
4. Alexis Ibarra
 - i. Technician

II. Key Personnel:

As the founding member of VM Pool Services & Repair, Victor Monterroso has been in the pool business for over 30 years. His expertise has led to a successful career in the maintenance and construction of pools. Victor is a hands-on owner as he is involved with the day to day operations of the company, both in handling small to complex tasks as required. To Victor, there is no job too small or too large that his company cant handle.

II. Team Organization:

At VM Pool Service & Repair, our team is the heart of our business. We are dedicated to providing exceptional pool service, repair and construction, ensuring our customers' satisfaction and peace of mind. Our team is led by Victor Monterroso, with experienced technicians each with expertise retained from direct training. We foster a collaborative environment where team members support each other to achieve common goals and exceed customer expectations. Our team is equipped to handle a wide range of pool issues, from routine maintenance to complex repairs. We are committed to efficient and timely service delivery, respecting our customers' schedules. All team members are expected to maintain the highest standards of cleanliness, safety, and professionalism, while prioritizing clear and open communication with our clients.

PROPOSED METHOD TO ACCOMPLISH THE WORK

I. Technical and Management Approach To Routine Maintenance Services:

Within the contractual parameters, VM Pool Services & Repair understands the importance of a clean and safe pool, and we are committed to providing reliable, consistent service to keep your pool in top condition year-round. We believe in open and honest communication, providing clear explanations of our services and addressing any questions or concerns you may have. For this reason we have previously incorporated the requirements desired by individuals, businesses, and city/county customers.

a. Services Performed:

- Clean with chemicals, water treatment.
- Check chlorine, pH, and other chemical levels as required to maintain water quality.
- Skim, vacuum, brush, and empty baskets of pools and spas.
- Remove debris caused by any working being performed or accumulated debris.
- Inspect and maintain detailed records/logs on all pools, spas, and equipment including detailed logs of chemical levels and work performed each day.
- Ensure compliance with city, county, and state rules regarding pool safety and water quality.
- Furnish all pool chemicals related to daily operations of the Authority pools and spas.
- Performance of calibration and standardization of pool leveling equipment, including valves, floating weirs and skimmer checks.
- We do not store or ask to store any equipment that our business or its employees need for the use and day to day operations with any customers.
- We continuously submit daily service logs, including date, time, and repairs, to property management weekly.

b. Equipment Maintenance :

- We inspect and perform maintenance of pool pumps, filters, heaters, mechanical, electrical and related equipment.
- Log and bring to the attention of the Authority of identified potential issues.
- Lubricate moving parts, replace seals, and clean filters as needed.
- We communicate to our customers regarding the conditions of all pools, spas, and equipment by providing Comprehensive 30-Day Monthly Pool, Spa, and Equipment Update Report.

**Palm Desert Housing Authority
Commercial Pool and Spa Maintenance and Repair Services at
Apartment Communities**

COST PROPOSAL

VENDOR NAME: VM POOL SERVICES & REPAIR

ADDRESS: 40395 FIRENZE COURT, INDIO, CA 92203

EMAIL: (760) 343-8616

PHONE: v.m.pool@hotmail.com

The undersigned, hereby declare that they have carefully examined the location of the proposed services, work, familiarized themselves with the local conditions affecting the cost of the services and work, and have read and examined the terms and conditions for the following Palm Desert Housing Authority ("Authority") Request for Services:

“COMMERCIAL POOL AND SPA MAINTENANCE AND REPAIR SERVICE AT APARTMENT COMMUNITIES”

The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Services and Work in strict accordance with the Cost Proposal.

DAILY MAINTENANCE COST PROPOSAL

It is understood that the price shown herein includes all routine and daily maintenance described in the Scope of Services of the RFP and shall be inclusive of all costs for the Proposer to accomplish the work.

For each item, the averaged one-month maintenance cost shall be indicated, and the total of these costs shall be extended for the two-year term of the Agreement:

Property	Type of Feature	Cost (Monthly)	Cost (Annual)
CALIFORNIA VILLAS 77-107 California Drive	(1) Swimming Pool, (1) Spa	\$1,320.00	\$15,840.00
CANDLEWOOD 74000 Shadow Mountain Drive	(1) Swimming Pool, (1) Spa	\$1,320.00	\$15,840.00
CARLOS ORTEGA VILLAS 77-915 Avenue of the States	(1) Swimming Pool	\$870.00	\$10,440.00

Exhibit "D"

Palm Desert Housing Authority

Commercial Pool and Spa Maintenance and Repair Services at Apartment Communities Cost Proposal

Page 2 of 3

CATALINA GARDENS 73-600A Catalina Way	(1) Swimming Pool	\$870.00	\$10,440.00
DESERT POINTE 43-805 Monterey Avenue	(1) Swimming Pool	\$870.00	\$10,440.00
LAGUNA PALMS 73875 Santa Rosa Way	(1) Swimming Pool	\$870.00	\$10,440.00
LAS SERENAS 73-315 Country Club Drive	(3) Swimming Pools (1) Spa	\$3,510.00	\$42,120.00
NEIGHBORS 73-535 Santa Rosa Way	(1) Swimming Pool	\$870.00	\$10,440.00
ONE QUAIL PLACE 72-600 Fred Waring Drive	(4) Swimming Pools (4) Spas	\$5,280.00	\$63,360.00
TAOS PALMS 44-830 Las Palmas Avenue	(1) Swimming Pool	\$870.00	\$10,440.00
THE PUEBLOS 73-695 Santa Rosa Way	(1) Swimming Pool	\$770.00	\$9,240.00

Total Annual Cost Proposal in Figures: **\$209,040**

Total Annual Cost Proposal in Words: **Two Hundred Nine Thousand Forty**

(In the event of a conflict between the numbers written in 'figures', the 'words' shall control.)

Palm Desert Housing Authority

Commercial Pool and Spa Maintenance and Repair Services at Apartment Communities Cost Proposal

ADDITIONAL SERVICES COST PROPOSAL

Extra/Additional Work and/or Emergency Responses are subject to Authority authorization. Written estimates shall be submitted for approval prior to the purchase of parts and/or installation thereof.

Provide hourly costs associated with the types of services listed that are outside of the scope of daily maintenance:

SERVICE	COST (HOURLY)
Response to emergency call out within 2 hours of notification	\$110.00
Emergency Equipment Repairs (safety hazard resulting from callout)	\$90.00
Equipment Repairs Outside of Daily Maintenance	\$90.00
Extra work not pertaining to normal maintenance service.	\$90.00
Other: New plaster, New Tile, New Plumbing	\$150.00 Per Hour Each Person, Plus \$22.00 Per SQ

Describe other extra work that should be included, that is outside of routine maintenance:

SERVICE	COST
1. Clean filter, plus parts as needed per job	\$90.00 Per Filter
2. Remove Concrete	\$6.00 Each Square Feet
3. Install new concrete	\$22.00 Each Square Feet
4. Gunite & Gunite Repair	\$310.00 Yard

I hereby declare under penalty of perjury that the foregoing is true and correct.

Submitted By: _____ Title: _____
 (Authorized Representative Signature)

Print Name: VICTOR MONTERROSO

Contractor's License Number and Classification: 957537, C-61/D35, C53

DIR Registration Number: _____

EXHIBIT "E"

DELIVERABLES AND REPORTING

1. Daily Pool Log
 - a. Record all water testing results, including pH, free chlorine, combined chlorine, alkalinity, calcium hardness, and temperature.
 - b. Document any chemicals added or adjustments made.
2. Daily Inspection Report
 - a. Confirm completion of all routine maintenance tasks, including surface cleaning, pool floor cleaning, equipment inspection, deck/area checks, and equipment room maintenance.
 - b. Note any hazards, deficiencies, or issues requiring Property Managers' attention.
 - c. Identify any extra work performed outside of the maintenance scope (if authorized)
3. Field Report (Water Testing Specifications)
 - a. Provide all details of all water testing, including measured values, adjustments made, and any deviation from acceptable ranges.
 - b. Note any unusual water conditions or operational concerns observed during testing.
4. Monthly Summary Report
 - a. A list of all routine maintenance tasks completed.
 - b. A summary of water testing results and adjustments.
 - c. Identification of all extra work and completed or pending approval by the property management company.
5. Exclusions/Extra Work Identification
 - a. Contractor shall provide a list of all maintenance activities not included in the daily maintenance scope.
6. Ad-Hoc Reporting
 - a. Contractor shall provide any other specific documentation, forms, or reports as reasonably requested by the housing authority or its authorized representatives.