

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



To: Mayor and City Council

Agenda Item #: IV.D.

From: Patty McGrath
Edinborough Park/Aquatic Center General Manager

The Recommended Bid is

Within Budget

Not Within Budget

Date: March 17, 2015

Subject: Request for Purchase – 50 Meter Pool Painting, Edina Aquatic Center

Date Bid Opened or Quote Received:

11/4/2014

Bid or Expiration Date:

5/31/2015

Company:

Horizon Commercial Pool Supply
Ball Custom Painting, LLC

Amount of Quote or Bid:

\$39,740.00
\$42,000.00

Recommended Quote or Bid:

Horizon Commercial Pool Supply

General Information:

This request for purchase is for the painting of the 50 meter pool at the Edina Aquatic Center. The last time the pool was painted was in 2010. The painting process includes acid etching and pressure washing the surface, two coats of epoxy pool paint with silica sand on stairs and walking areas, required demarcation lines, lap lanes and targets. With well over 150,000 guests using the pool each summer, the life expectancy of the paint is approximately five years.

In October 2014 significant work was done to replace and repair failed joint caulking throughout the entire pool. This work was purposely done in the fall, so the pool would be prepped and ready to be painted prior to the opening of the 2015 season. In addition to season pass holders, daily admissions and group visitors, the 50 meter pool is heavily used by the Aquajets and the Edina Swim Club for their practice sessions. The lane lines and targets are essential components for the swim clubs and recreational lap swimmers.

Horizon Commercial Pool Supply completed the same work on the zero-depth pool at the Edina Aquatic Center in 2014. The specialized work was completed in a timely and professional manner. Staff recommends awarding the contract to Horizon Commercial Pool Supply.

Attachments:

Proposal Horizon Commercial Pool Supply
Ball Custom Painting, LLC



2125 ENERGY PARK DRIVE, ST. PAUL, MN 55108

WWW.HORIZONPOOLSUPPLY.COM

1-800-969-0454

LOCAL 651-917-3075

FAX 651-917-3087



Cover Sheet

To: **Patty McGrath**

From: **Ben Schaffer**

Pages: **4**
(including cover)

Patty,

Please see the following proposal to acid wash and paint you outdoor 50 meter pool. This includes all of the lane lines, targets and steps.

Do not hesitate to contact me with any questions or concerns.

Thank you,
Ben Schaffer

Additional Services Offered:

As an established commercial pool contractor & supplier we are here to provide additional services as needed including but not limited to:

- CPO training for your staff
- Training on local and state health codes
- Repair and maintenance of filter room equipment
- Repair and maintenance of pool vessel and plumbing
- Renovation services
- Online resources and purchasing
- Free ongoing consultation
- Water Quality Management Programs



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Customer Proposal / Quotation

Quoted to:

Edina Aquatic Center
4300 W 66th St
Edina, MN 55436

Contact 1: Patty McGrath
Contact 2:
Phone: (952) 833-8542
Fax:

Date: 11/4/2014
Good Through: 12/4/2014
Quote #: 20141104 EDI04

Description:

Quoted by: Ben Schaffer

Paint Indoor Swimming Pool as follows:

Pool: 50 meter outdoor pool. Estimated 16,509 sqft of total surface area.

- Acid etch and pressure wash pool surface.
- Clean and prep surface.
- Apply two coats of epoxy pool paint with light silica sand in step and walking areas.
- Apply center line and step border stripes in contrasting color.
- Apply lanes lines and targets.
- Allow to dry cure for a minimum of 5-7 days.

NOTES: • Please read attached proposal notes.
• Horizon provides NO warranty or guarantee, expressed or implied, on painting labor or paint.

Pricing:

Quantity	Item Number	Description	Unit Price	Total Price
1		Paint Indoor Pool as specified.	\$39,740.00	\$39,740.00

Total:

\$39,740.00

ACCEPTANCE OF PROPOSAL – I am authorized to sign on behalf of the owner and I have read the attached **Terms & Conditions** and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Quote Accepted By: _____

Date: _____

Authorized Signature: _____

- Products and equipment used to complete job are subject to applicable state & city sales taxes.
- Quotes exceeding \$2,000 will require a payment of 50% upon quote acceptance and the remainder is due Net 10 Days.
- Please read all attached Terms & Conditions, Proposal Notes, and product information. This quote, once signed, is a contract between Horizon Commercial Pool Supply & the property owner.

TERMS AND CONDITIONS

MECHANIC'S LIEN NOTICES (Minnesota & Wisconsin)

MINNESOTA: Pursuant to MINN. STAT. § 514.011 (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

WISCONSIN: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

PAYMENT: On contracts exceeding two-thousand dollars (\$2,000.00), unless otherwise agreed, in writing on the first page of this Contract, payment shall be made in two equal installments. The first installment shall be due as a deposit and paid at the time this contract is signed by the Customer. The second installment is due and payable upon completion of the Project. If, for any reason, any amount less than 50% of the Contract is paid in the first installment, the entire remaining balance shall be paid in the second installment even though such payment renders the installment unequal. All payments on account must be made within **10 days from the invoice date**, unless otherwise agreed to by Horizon Commercial Pool Supply and Customer in writing. Customer agrees that receipt of any invoice setting forth the amount owed to Horizon Commercial Pool Supply represents an account stated unless, within ten days (10) days of receipt of the invoice, Customer objects to the invoice in writing and said written objection is delivered to Horizon Commercial Pool Supply.

INTEREST AND ATTORNEYS' FEES: Horizon Commercial Pool Supply will charge, and Customer agrees to pay, a service charge of 1.5% per month (18.0% per annum) or the maximum rate allowed by law. The service charge will be assessed on the past due portion of the account. Customer agrees to pay on demand all costs and expenses including reasonable attorneys' fees incurred by Horizon Commercial Pool Supply in connection with this Contract, and any other document or agreement related thereto, including all costs, expenses and attorneys' fees incurred by Horizon Commercial Pool Supply in enforcing these Terms and Conditions.

SCHEDULING AND ESTIMATES: All time estimates, schedules, start dates, completion dates, etc., are subject to change at Horizon Commercial Pool Supply's sole discretion and Horizon shall not be liable for any changes thereof. Customer acknowledges that time estimates, schedules, start and completion dates can and will change due to weather, unforeseen changes to jobs, workforce variations, material availability, unforeseen delays due to other contractor's work, equipment breaking down and holidays, etc. Any quotes, estimates or representations as to pricing are subject to change at Horizon Commercial Pool Supply's sole discretion as well.

LIMITED WARRANTY ON WORKMANSHIP: Horizon Commercial Pool Supply provides a limited one year warranty on its workmanship. This Limited Warranty on Workmanship ("Warranty") covers labor provided by Horizon staff only. Any product or equipment warranties are limited to and provided by their respective manufacturer or supplier. This Warranty does not cover problems arising from normal wear and tear, chemical action, stains from pool water or pool water minerals, neglect, abuse, or acts of God. Failure to pay the full Contract price relieves Horizon Commercial Pool Supply of all of its responsibilities under this Warranty and shall render this Warranty void. Warranty claims can be made by contacting Horizon Commercial Pool Supply at (651) 917-3075 within 12 months of completion. Horizon Commercial Pool Supply shall not be responsible or held liable for damages resulting from causes beyond its control caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, acts of god, any law, act or regulation of any governmental body. Customer acknowledges and agrees that Horizon Commercial Pool Supply's liability for any reason, including, without limitation, negligence, or strict liability, shall not include special, consequential or incidental damages.

Horizon Commercial Pool Supply, a division of Horizon Chemical Co., Inc.
2125 Energy Park Drive, St. Paul, MN 55108
651.917.3075 phone, 651.917.3087 fax
www.horizonpoolsupply.com



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Proposal Notes

GENERAL NOTES:

1. Our region of the country has a relatively high water table. Owner to take full responsibility if in the unlikely event the pool should float up or pop out of the ground. Our quote does not include the cost of lowering the water table around pool if this becomes necessary.
2. Our work may create some dust. Owner to be responsible for any dust clean up if necessary.
3. Owner is responsible for filling the pool with water unless otherwise specified in the proposal.
4. Price does not include the repair of deteriorated cement under the coping, water line tile or under the existing plaster finish. If in the unlikely event there is deterioration, we can determine this during our work. We will not proceed with work involving extra costs without written approval of the owner.
5. Access to the pool area for our employees, supplies, and equipment must be provided by the owner.
6. Lodging for jobs outside of the St. Paul/Minneapolis Metro area is not included unless otherwise specified. Owner can provide suitable lodging for the duration of the project. If suitable lodging cannot be provided, expenses will be added to the final invoice.
7. Unless otherwise specified, modifications to gas, electrical, or venting are not included.
8. Unless otherwise specified, no permits, fees, or engineer drawings are included. If required all fees will be added to the final invoice.

COPING & TILE

1. Owner to take necessary measures and full responsibility to prevent staining of new coping and tile due to water borne minerals and chemistry.
2. If waterline tile is not being replaced under this contract, and if any tile should be damaged due to our work, we will repair damaged tile with the closest matching locally available tile. In some cases, the tile may not be a close match.
3. Owner is responsible for any repairs to the deck surrounding the pool whether these repairs are needed as a result of preexisting conditions or as a result of our work.
4. If this quote is for replacing waterline tile, depth markings will be installed according to state code.
5. The coping/deck expansion joint must be sealed with a flexible caulking at all times to prevent water intrusion. Lack of caulking joint maintenance will void all guarantees on coping and water line tile.
6. Grout sealer is not necessary, but can add to the life of the grout. Grout seal is not included in this quote unless otherwise specified.

POOL SURFACE PAINTING

1. Owner to take necessary measures and full responsibility to prevent staining or deterioration of new painted surface due to water borne minerals and chemistry.
2. Owner is responsible for draining and filling the pool with water, as well as keeping the pool surface dry during the paint curing period.
3. If the surface is to be sandblasted, owners acknowledge that sandblasting can cause moderate to severe damage to soft plaster or concrete. They further acknowledge that in many cases the damage can only be repaired by resurfacing the pool and is not included in this proposal.
4. Painting creates fumes are considered hazardous to human health. Owners acknowledge this and take full responsibility for any adverse effects the fumes may have on any persons within the vicinity of the painting. Owners further agree to provide sufficient access to venting for the duration of the painting and curing time.
5. Swimming pool paint requires adequate heat in the area of the pool in order for the paint to cure properly. Owners agree to supply adequate heat for the duration of the painting and while the paint is curing.
6. Some surfaces are too rough to paint and may require that the pool be resurfaced instead of painted. This is both due to the paint manufacturer's recommendations and state health codes that state the pool surface must be a smooth, easily cleanable surface. Owners will be notified if this condition is present.
7. **IMPORTANT NOTICE:** *Horizon provides NO warranty or guarantee, expressed or implied, on painting labor or paint.* This is due to the wide variability in the surface that the paint can be applied to, weather, and the curing process. Owner acknowledges this and takes full responsibility for the painted surface regardless of its condition.

Proposal

PROPOSAL NO.	DATE
BID NO.	ARCHITECT
PHONE NO.	DATE OF PLANS
WORK TO BE PERFORMED AT:	

TO Patty McGrath

ADDRESS Edina Outdoor Aquatics Center
Edina MN

We hereby propose to furnish the materials and perform the labor necessary for the completion of Painting 50 meter pool

Area below for additional description and/or drawings:

Paint 50 meter outdoor pool

- Prep Surface -
 Acid Etch with Muriatic Acid
 Power-wash and clean
 Repair and patch as needed
 Scrape surface as needed

- Paint Surface -
 Apply 2 coats epoxy pool paint to floor and walls
 Apply 2 coats ~~ep~~ epoxy pool paint to lane lines,
 end wall markers and pool break points and steps
 Apply silica sand at exit steps to reduce slipperiness
 I buy everything and clean up when finished
 Price based on 16,500 sq/ft (approximately)

Interior
Exterior



BALL
 CUSTOM PAINTING, LLC
Andy Ball
 763-367-0715

Insured
FREE Estimates

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Forty two thousand
 Dollars (\$ 42,000) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____
 Date _____

Signature _____
 Date _____