Town Council Agenda Report

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A resolution of the Town of Davie, Florida, authorizing the Mayor to enter into a contract with Ultimate Pools, Inc. to resurface the pools at Pine Island Park.

REPORT IN BRIEF: Completing the CIP project budgeted in FY 98/99 to resurface the Pine Island Pools by Ultimate Pools, Inc., a Davie company, which was the lowest bidder for the cost of $112,446. AQUA-PLEX surface has a ten year warranty, and is the surface used by the International Swimming Hall of Fame, University of Miami, and C. B. Smith Park in Broward County.

DISCUSSION: Pine Island pool was built in 1991 and the industry standard to resurface the pool is between six to eight years. By normal wear and tear, the marcite surface has eroded and chipped causing abrasions on feet of swimmers. The Town of Davie will be closing the Pine Island pools effective September 13, 1999 for approximately eight to ten weeks in order to resurface both pools with AQUA-PLEX an extremely durable product which has a ten year warranty. We will extend pool memberships by the number of weeks that the pool will be be closed for this project.

CONCURRENCES: Resolution R-99-191**,** contract has been reviewed by Barry Webber, Town Attorney.

FISCAL IMPACT:

Is appropriation required? no X

Funding appropriated? yes X If yes, amount $112,416

Account Name: Pool resurfacing, 030-0899-572-6424

Additional Comments: The pool will lose daily revenue of approximately $3,000 when the pool is closed. We will also lose $159 per month rental fee from SwimAmerica, Inc. for use of pool for swimming lessons. However, if the pool's condition would deteriorate further, more capital cost would be involved to bring it back to meet industry standards.

RECOMMENDATION(S): Motion to approve contract between the Town of Davie and Ultimate Pools, Inc. as presented.

Attachment(s): resolution, contract

Item No.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ULTIMATE POOLS, INC. TO RESURFACE THE POOLS AT PINE ISLAND PARK.

WHEREAS, the Town, per Resolution R-99-191, has approved Ultimate Pools, Inc., as the contractor to resurface the swimming pools at Pine Island Park; and

WHEREAS, it is in the best interest to execute a contract for these services; and

WHEREAS, after review the Town Council wishes to authorize the Mayor to execute a contract with Ultimate Pools, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the contract with Ultimate Pools, Inc. to resurface the Pine Island pools.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF_____ , 1999

_____
MAYOR/COUNCILMEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____ , 1999

Contract with Ultimate Pool to Resurface Pine Island Pool

PURPOSE: This is a contract between Ultimate Pools, Inc., and the Town of Davie, for resurfacing the Pine Island Community Center Pool. The main pool is 50 meters X 25 yards with depth ranging from 3' 6" to 6' and the children's pool is 107" radius with a depth of 8". These dimensions do not include the handicapped accessible ramp leading into the pool, which will be resurfaced as well. All construction will follow the technical specifications listed below. Work must be started on September 13, 1999 and must be completed within ten (10) weeks. Swimming pools to be repaired and resurfaced are located at 3800 SW 92 Avenue, Davie, Florida.

SCOPE OF WORK:
1) Ultimate Pools, Inc. will provide all labor, materials, and equipment to complete the repair and resurfacing of the swimming pools.

2) De-watering:
Pool can be drained in any manner desired. Utilization of the pool's pumping system is allowed. The de-watering of any hydrostatic ground pressure is the sole responsibility of Ultimate Pools, Inc.

3) Surface Preparation:
Strictly follow AQUA-PLEX application procedures per attachment to bid specification and include the following:

a. Remove all existing pool finish down to stable, sound concrete by sandblasting, hydroblasting or other approved method. Removal of all painted surfaces, if applicable, is mandatory. All rough and uneven areas to be refilled with a cement filler (i.e., portland, hydraulic, etc.) to insure a smooth stable surface.

4) Oxidation:
Any existing exposed rebar either before surface preparation or after all necessary pool finish is removed shall be jack hammered out at a three hundred sixty degree radius totally exposing all present oxidation. These are to be dry sandblasted down to white metal and treated with the AQUA-PLEX System as per manufacturer's specifications: Note: If after restoring rebar to white metal, they are less than one-third (1/3) the diameter of their original diameter, new rebar must be installed as specified by the American Steel Association.

5) Tile Requirements:
All loose or damaged tile will be removed and replaced to match the existing tile in the pool; 3" blue tile, 1" black tile, and 1" white tile. Otherwise the tile will be protected with tape prior to AQUA-PLEX application.

6) Resin Delivery and Storage:
All materials shall be new and shall be delivered to Pine Island Park in unopened containers that plainly show, at the time of use, the manufacturer, color and name of manufacturer. Resin shall be stored in a suitable protected area that is heated or cooled as required to maintain temperatures within the range recommended by the manufacturer.

7) Resurface Material:
Shall be AQUA-PLEX Resin System manufactured by Pool Guard, Inc., P.O. Box 610158, North Miami, FL 33261, Phone (305) 693-4908, Fax (305) 835-6968. No substitutes will be accepted.

8) AQUA-PLEX Application:
Only certified or factory approved applicators of AQUA-PLEX pool coating will be acceptable. The contractor must provide written proof of certification or factory approval for application of AQUA-PLEX.

Strictly adhere to manufacturer's recommendations as attached.

Once AQUA-PLEX surface is finished, it is the responsibility of the contractor to refill and regulate all chemicals in pool.

9) Quality Assurance:
The resin manufacturer shall provide a representative to visit the job sit at intervals during surface preparation and coating, as may be required for products application quality assurance. In addition, to determine compliance with manufacturer's instructions and owner's specifications and, if necessary, to resole field problems attributable to or associated with the manufacturer's product specified herein. Any imperfections or inferior craftsmanship detected by the manufacturer must be repaired before completion of the project. Any damage to the deck surface will be the responsibility of the contractor and contractor will be required to pay for repairs.

10) General:
Contractor must maintain job site in a clean and orderly fashion on a day to day basis. Change all existing main drain grates to new.

The bid specifications are part of the contract by reference. Bid Specification is attached to this contract.

Total price: $112,416.00
Terms:
40% upon mobilization - $44,966.40
50% upon application of AQUA-PLEX - $56,208.00
10% upon total completion - $11,241.60

	[signature]
Town Authorized Signature	Ultimate Pools, Inc., Signature
	ZACK C. TRAVER
Print Name	Print Name
	V. president
Title of Authorized Representative	Title
	AUG 12, 1999
Date	Date

RESURFACING PINE ISLAND COMMUNITY CENTER POOL
Bid Specifications
Town of Davie, Florida

PURPOSE: The Town of Davie, Florida is hereby requesting bids from qualified contractors to provide all labor, material and equipment needed to complete the repair and resurfacing of the swimming pools at Pine Island Community Center. The main pool is 50 meters X 25 yards with depth ranging from 3'6" to 6', and the childrens' pool is 107" radius with a depth of 8". These dimensions do not include the handicapped accessible ramp leading into the pool, but the Bidder is expected to resurface the ramp as well. Bidder is responsible for all measurements of pool areas. Bid price will not be adjusted for Bidder error in measurement. All construction will follow the technical specifications listed below. Work must be started on September 7, 1999, and must be completed within ten (10) weeks after receipt of notice to proceed. Swimming pools to be repaired and resurfaced are located at 3800 SW 92 Avenue, Davie, Florida.

SCOPE OF WORK:

1) The contractor shall provide all labor, materials, and equipment to complete the repair and resurfacing of the swimming pool.

2) De-watering:

Pool can be drained in any manner desired. Utilization of the pool's pumping system is allowed. The de-watering of any hydrostatic ground water pressure is the sole responsibility of the Contractor. (site visit encouraged)

3) Surface Preparation:

Strictly follow Aqua-Plex application procedures per attachment and include the following:

a. Remove all existing pool finish down to stable, sound concrete by sandblasting, hydroblasting or other approved method. Removal of all painted surfaces, if applicable, is mandatory. All rough and uneven areas to be refilled with a cement filler (i.e., portland, hydraulic, etc) to insure a smooth stable surface.

4) Oxidation:

Any existing exposed rebar either before surface preparation or after all necessary pool finish is removed shall be jack hammered out at a three hundred sixty degree radius totally exposing all present oxidation. These are to be dry sandblasted down to white metal and treated with the AQUA-PLEX System as per manufacturer's specifications: Note: If after restoring rebar to white metal they are less than one-third (1/3) the diameter of their original diameter, new rebar must be installed as specified by the American Steel Association.

5) Tile Requirements:
All loose or damaged tile will be removed and replaced to match the existing tile in the pool. 3" blue tile, 1" black tile, and 1" white tile.

6) Resin Delivery and Storage:
All materials shall be new and shall be delivered to the project site in unopened containers that plainly show, at the time of use, the manufacturer, color and name of manufacturer. Resins shall be stored in a suitable protected area that is heated or cooled as required to maintain temperatures within the range recommended by the manufacturer.

7) Resurface Material:
Shall be AQUA-PLEX Resin System manufactured by Pool Guard, Inc., P. O. Box 610158, North Miami, FL 33261, Phone (305) 693-4908, Fax (305) 835-6968. No substitutions will be accepted.

8) AQUA-PLEX Application:
Only certified or factory approved applicators of AQUA-PLEX pool coating will be acceptable. The contractor must provide written proof of certification or factory approval for application of AQUA-PLEX.

Strictly adhere to manufacturer's recommendations as attached.

Once AQUA-PLEX surface is finished, it is the responsibility of the contractor to refill and regulate all chemicals in pool.

9) Quality Assurance:
The resin manufacturer shall provide a representative to visit the job site at intervals during surface preparation and coating, as may be required for products application quality assurance. In addition, to determine compliance with manufacturers instructions and owners specifications and, if necessary, to resole field problems attributable to or associated with the manufacturers product specified herein. Any imperfections or inferior craftsmanship detected by the manufacturer must be repaired before completion of the project. Any damage to the deck surface will be the responsibility of the contractor and contractor will be required to pay for repairs.

10) General:
Contractor must maintain job site in a clean and orderly fashion on a day to day basis. Change all existing main drain grates to new.

INFORMATION: For information concerning bidding procedures, contact the Procurement Manager, Herb Hyman, at (954) 797-1016. For information concerning the technical specifications contained in this bid, contact the Facility Manager, Pete Spagnuolo, at (954) 423-5108. Such contact is to be for clarification purposes only.

SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Town.

PERMITS, TAXES, LICENSES: The successful Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

The Town of Davie does not pay any Federal excise and State sales taxes. Our tax exception number is 16-11-196811-54C.

PERFORMANCE AND PAYMENT BOND: Contractor shall furnish the Town a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said Contract and within seven (7) consecutive calendar days after written notice having been given of the award of the Contract.

CONSIDERATION FOR AWARD: The award of contract shall be based on the criteria as specified below:

- Stated cost to the Town for services proposed.

- The experience, qualifications and past performance of the bidder. Bidder must have a minimum of five (5) years practical experience in applying resin coatings to swimming pools and must submit with bid address, date, and contact name for at least two (2) pools of fifteen thousand (15,000) square feet or greater completed with the material specified herein within the last five (5) years.

- Product longevity and material that will resist stain and algae and will reduce chemical consumption.

- Product applied by factory trained representatives, and warranty.

TERMINATION OF CONTRACT: It is agreed that should the Contractor fail in the sole discretion of the Town in keeping and performing any and all terms and conditions of said contract, the contract may be canceled upon written notification.

QUALIFIED BIDDERS: Bids will be considered only from firms normally engaged in providing the services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to insure prompt and efficient service to the Town.

The Town reserves the right to inspect the facilities and organization or take any other action necessary to determine the Bidder's ability to perform in accordance

with this specification prior to making any recommendation for award. The Town will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. If evidence submitted, or investigation and evaluation indicates inability of the Bidder to perform, the Town reserves the right to reject such bid(s).

INDEPENDENT CONTRACTOR: The Contractor shall be deemed to be an independent contractor and not an employee of the Town. The Contractor shall not be deemed entitled to the Florida Workers' Compensation.

PARTIAL BIDS: Partial bids will not be accepted.

WARRANTIES AND DEFAULT: All work performed must be guaranteed for a five (5) years, bids must clearly state any warranties and guarantees against sub-standard workmanship. A five (5) year warranty on the materials used for resurfacing the pool. In the event of default by the Bidder, the Town reserves the right to procure the necessary services from other sources and hold the Bidder responsible for any excess costs incurred as a result of such action.

INSURANCE: The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance, and Automotive Liability Insurance.

The Contractor shall carry in force at all times the insurance coverage with the Town included as "Additional Insured".

Insurance requirements are as follows:

1. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

Limits:	Worker's Compensation	-	Statutory
	Employer Liability	-	$100,000 each accident
	Disease	-	$500,000 policy limit
	Disease	-	$100,000 each employee

2. COMMERCIAL GENERAL LIABILITY INSURANCE
   Limits: Bodily Injury/Property Damage Combined Single Limit - $1,000,000 each occurrence. This shall include coverage for:
   Premises/Operations
   Products/Completed Operations
   Contractual Liability
   Independent Contractors

3. BUSINESS AUTO LIABILITY- Coverage shall provide minimum limits of liability of $1,000,000 per occurrence Combined Single Limit For Bodily Injury and Property Damage. This shall include coverage for: owned autos, hired autos, non-owned autos.

Insurance must be furnished to the Town PRIOR TO THE COMMENCEMENT of any work. Failure to do so will result in the recommendation to terminate the contract immediately.

The Town will be given thirty (30) days written notice of any cancellation or material change in any policy.

INDEMNITY/HOLD HARMLESS AGREEMENT:
The contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

AQUA-PLEX
APPLICATION PROCEDURES

A. SURFACE PREPARATION

1. Mask off and protect all areas not to be coated or blasted by the surface preparation process.

2. Blast by appropriate means to establish a clean open pore condition (roughly 60 grit) on the "marcite" or masonry surfaces that will receive AQUA-PLEX. Remove all existing pool finish down to stable, sound concrete by sandblasting, hydro-blasting or other approved method. Removal of all painted surfaces, if applicable, is mandatory. If applicable, all effected areas may be refilled with a cementious filler (i.e., portland, hydraulic, etc.) to ensure a smooth and stable surface.

3. All areas to be coated should be "sounded" for hollows and appropriately marked. Any and all hollows are to be chipped (opened) until a solid non-cracking condition is achieved and above surface preparation is repeated.

4. All exposed rebar or any metal must be sandblasted to SSPC-5 having 2.5 - 4.0 mil profile.

5. All areas to be coated after surface preparation is completed will be inspected for proper profile and shall be sound, clean, dry and free of dust, dirt and grease.

B. pH

All surfaces to be coated with AQUA-PLEX must be tested for proper "pH" balance. Common "pH" papers are used. A reading between 5.5 - 8.0 is acceptable and this MUST be done prior to the AQUA-PLEX Prime Coat.

If "pH" is less than 5.5, any common ammonia or caustic solution is used to adjust the "pH".

If the "pH" is more than 8.0, a common acid wash using muriatic/hydrochloric acid or pH Down is used.

AQUA-PLEX Primer must be applied within 3 hours of "pH" reading and adjusting. If surface has been allowed to stay for several hours without being primed, total surface must be checked again for "pH" and if surface is not within 5.5 - 8.0, all of the above steps must be repeated.

D. AQUA-PLEX PRIMER

All surfaces, including exposed rebar, must be thoroughly coated wit AQUA-PLEX Prime Coat. The primed areas will have a totally "wetted" appearance after cure.

After the Primer has been applied to any surface and primer proceeds to gel, DO NOT DISTURB, DO NOT TRY TO BRUSH THESE AREAS. Brushing or rolling these areas will cause failure. If after curing, the surface is examined, and there are any hollows, "delaminations" or any milky areas, or any cracked areas, these areas should be removed by mechanical means and reprimed immediately.

Application thickness: 7 - 10 mils
Coverage rate: approximately 100 sq. ft. per US gallon

After the Primer has been installed, all workers will take due care when walking on Aqua-plex. Shoe covers are recommended.

Aqua-plex primer must be cured before applying

E. AQUA-PLEX INTERMEDIATE

AQUA-PLEX Intermediate Coat will be applied 25 - 40 mils or until a smooth coated surface is achieved. Any imperfections will be ground, sanded or have Intermediate Coat applied (less than 3/16").

After the Intermediate Coat has been applied to any primed surface and the Intermediate Coat proceeds to gel, DO NOT DISTURB. DO NOT TRY TO BRUSH THESE AREAS.
Brushing or rolling these areas will cause failure.

All areas that have been coated will be checked for proper millage, uniform coverage, and no pin holes.

Application thickness: 25 - 40 mils
Coverage rate: approximately 60 sq. ft. per US gallon

F. AQUA-PLEX 1st FINAL

AQUA-PLEX Final Coat is applied until all of the AQUA-PLEX resin is completely covered..

G. AQUA-PLEX 2nd FINAL

2nd Final Coat is now applied to the entire surface to give a smooth and shinny appearance. The texture may vary due to the condition of the substrate.

Application thickness: 10 - 12 mils each coat
Coverage rate: approximately 95 - 100 sq. ft. per US gallon

H. APPLICATION

Application may be performed by brush, roller, trowel or spray. AQUA-PLEX should be applied by air assist spray gun pump ration of 30:1 or higher having 3.0 GMP with tip orifice .025 - .062 depending on viscosity of larger high pressure material line. Air supply capable of maintaining 100 psi continuously at the pump. Dual component system is recommended. Any drips or pools must be brushed out.