

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: David Flaherty - Parks, Recreation & Cultural Arts Director, (954)
797-1151

PREPARED BY: David Flaherty - Parks, Recreation & Cultural Arts Director, (954)
797-1151

SUBJECT: Resolution

AFFECTED DISTRICT: 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO CONTRACT WITH RENOSYS CORPORATION FOR THE INSTALLATION OF A SWIMMING POOL LINER SYSTEM FOR THE PINE ISLAND PARK 50 METER SWIMMING POOL FOR A PRICE NOT TO EXCEED \$95,147.00.

EXECUTIVE SUMMARY: The Pine Island Park Swimming Pool requires a new pool liner as the existing liner is torn/ripped in a number of areas and is no longer under any type of warranty. Capital Funds are budgeted for this project and have been approved by Town Council.

Originally, staff issued two separate RFP's for the replacement of the existing liner with a product called diamond brite, a plaster that is applied directly to the pool shell. The project was estimated to cost between \$90,000 and \$100,000.

In both RFP's the same two companies submitted bids, with one company submitting a price significantly exceeding the available funding for the project and the other company submitting a price significantly lower than expected. Staff did conduct reference checks on the low bidder but found the company to be more suited for residential pools and not large commercial pools such as the Town of Davie pool at Pine Island. In addition the lower bidder was not a Licensed Contractor with the State of Florida and requested one-third of the construction cost "upfront". A summary of the bid process is explained in Attachment A.

Staff then contacted the RenoSys Corporation which specializes in large pool renovations utilizing a (double) PVC Membrane (Liner) system that is vastly superior to the existing (single) vinyl liner. RenoSys Corporation is the sole manufacturer of this system.

If approved, RenoSys Corporation will start renovations on March 18, 2013. This project is expected to take 30 days to complete.

KEY POINTS:

- **The existing pool liner is torn and no longer under warranty.**
- **Staff solicited bids on two separate occasions but determined the low bidder to be unacceptable.**
- **RenoSys Corporation provides a PVC Membrane System which is both an improved and stronger (double) PVC Membrane than the current (single) Membrane.**
- **RenoSys Corporation is a sole source for this type of PVC Membrane system.**
- **The new liner will have a warranty of 15 years.**
- **Project cost is \$95,147.00**

PREVIOUS ACTIONS: Current liner was installed in May 2003

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$95,147.00

Account name and number: Pine Island Pool Leak Repair -
310.36.640.572-56368

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, photos of existing pool liner, Vendor's proposal, Reference check on vendor, reference check on Pristine, Attachment A – review of Bid process, Procurement form and Sole Source letter from vendor.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO CONTRACT WITH RENOSYS CORPORATION FOR THE INSTALLATION OF A SWIMMING POOL LINER SYSTEM FOR THE PINE ISLAND PARK 50 METER SWIMMING POOL FOR A PRICE NOT TO EXCEED \$95,147.00 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2003, the Town of Davie purchased a PVC Membrane liner that was installed in Pine Island Park swimming pool; and

WHEREAS, the pool liner is torn and ripped in a number of locations and the original warranty for the pool liner is no longer in effect; and

WHEREAS, Staff solicited bids for the application of Diamond Brite, a plaster that is applied directly to the swimming pool shell as an alternative to a PVC Membrane; and

WHEREAS, the low bidder for the application of Diamond Brite was determined to be unacceptable and the only other bidder's price was significantly higher than the available funding for this project; and

WHEREAS, staff contacted RenoSys corporation which installs a PVC Membrane System which is both superior and stronger than the PVC Membrane installed in 2003; and

WHEREAS, the Renosys corporation provides a unique PVC Membrane System that relies on two (2) installed liners instead of one (1); and

WHEREAS, the Renosys Corporation is sole supplier of this type of system;

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 does hereby award RenoSys Corporation the construction contract to install a new PVC Membrane System within the Pine Island Park 50 meter swimming facility for a price not to exceed \$95,147.00.

SECTION 2. Town Council hereby authorized the expenditure from Account Number 310.36.640.572-56368, Pine Island Pool Leak Repair.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2013.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2013.



RenoSys®

November 21, 2012

PO#2012101012-300-RF

Town of Davie
Pine Island Outdoor Municipal Pool – Davie, FL

RenoSys PVC Membrane Installation Quotation

1) Remove existing liner from the pool and discard to dumpster provided on site; 2) Install the RenoSys 60 mil PVC Membrane System in the existing pool employing the following components and services:

INSTALLATION OF THE RENOSYS PVC MEMBRANE

- Broom clean pool surface and void it of all loose debris.
- Coat interior of pool with sanitizing agent. Apply RenoFelt adhesive as required.
- Apply RenoFelt 11 (150 mil) to isolate membrane from the pool.
- Install the 60 mil RenoSys PVC membrane through hot air welding throughout.
- Membrane Termination points to be at top of pool wall below coping.
- Cut out for all main drains, inlets, and lights. All penetrations will be terminated with compression flanges.
- Complete additional perimeter caulking, detail work, and finish work to make a complete watertight installation. Install: Depth Markers, Racing Lanes, and Pool Safety Markings onto surface membrane to match existing if applicable.
- Clean site suitable for pool filling and perform final inspection.
- **Standard Pool Membrane** and all welds shall carry a **10 year limited warranty**.
- **Infinity Grade Pool Membrane** and all welds shall carry a **15 year limited warranty**.
- Other installation items shall carry a **1 year limited warranty**.
(e.g. caulk, fasteners at compression fittings etc...)

RenoSys PVC Membrane System (Revised to include 3 sets walk-in steps) **\$ 95,147.00**
Removal of existing liner to dumpster **Included**
Courtesy Upgrade to Infinity Grade **Included**

Price is valid until 1/31/13, based on 75' x 164' dimensions w/3'9" to 6'9" depths submitted on 10/09/12, and amended from drawings submitted on 10/16/12. Standard surface prep (6 man hours) is included in above price. Parking and onsite Dumpster provided by customer at no cost to RenoSys. No taxes (sales, use, local, county, state, B&O, privilege, and/or other applicable taxes), bonds, permits, prevailing or Davis-Bacon wages, or additional fees are included in this estimate. All other work on or around pool must be completed prior to liner crew arrival.

I have read and understand the information contained on the reverse side of this contract, conditions, installation, and quotation and agree to the terms within.

For **A.R.S. Inc.**

For **Town of Davie Parks & Rec. - Davie, FL**

Stewart J. Mart, President Date 11/21/12

Stewart J. Mart/President
FL Contractors License #CPC1456886

Date

Printed Name / Title
1 of 2



Visit us on the web at... "www.renosys.com"

RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220
Phone: 800.783.7005 • 317.251.0207
Fax: 317.251.0360 • e-mail: "kymw@renosys.com"

ARS RecDeck PVC Flooring
Dark Gray / Sand / Lt Gray



AGREEMENT FOR INSTALLATION OF A RENOSYS PVC MEMBRANE SYSTEM

This contract, entered into between Aquatic Renovation Systems, Inc., and "Purchaser" for the purpose of having ARS furnish and install the RenoSys PVC Membrane System and for additional services as outlined in this proposal plus any options (if any) listed on the attached proposal. Pricing is to include the installation of the RenoSys PVC Membrane System in accordance with the standard specifications and technical directives for the RenoSys PVC Membrane System product.

This contract is subject to the following terms and conditions:

- 1) The sum listed on page 1 covers only products and services specifically mentioned in the attached proposal. No changes, additions, or deletions will be made except by written request and re-submission of modifications in contract scope or amount signed by both parties. Change orders are subject to fifty percent (50%) down and fifty percent (50%) upon completion of the work described in the change order documents.
- 2) Every effort has been made to be as accurate and complete in the takeoff and listing of services as possible. Verification shall be the responsibility of the purchaser during the submittal approval process.
- 3) All amounts past due shall be subject to a 1.5% service charge per month as to work or services that has been completed and accepted to date.
- 4) ARS will do everything in its power to complete the work outlined within allotted timeframe. Although every effort will be made to meet the delivery and installation requirements, ARS will not be liable for any delay caused by the transportation beyond the control of ARS, strikes, fires, Government entities, acts of God or other matters of force majeure ("Permitted Delays"). Liquidated Damages are not part of this contract.
- 5) Payment for the contracted work will be paid as follows: 10% at contract execution, 40% upon start-up, 40% upon substantial completion (2 days prior to completion), and 10% net 30 days.
- 6) Labor will be performed and invoiced by Aquatic Renovation Systems, Inc.
- 7) Material will be shipped/furnished from and invoiced by PoolEquip LLC.
- 8) Pricing is done in US Dollars.
- 9) Should the need for change orders arise from either party, no work will be performed prior to the execution of the change order by both parties. Further, the payment terms of the change order will be fifty percent (50%) upon execution of the change order with the balance due upon completion of said change order unless other arrangements are agreed upon in writing by both parties. Taxes will be added and paid by purchaser unless a valid sales tax exemption form is provided.
- 10) No sales, use, local, county, state, BSO, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract.
- 11) If either party does not comply with the terms and conditions set forth herein, then in addition to all other remedies available to the other party at law or in equity, the non-complying party shall be liable to the other party for its reasonable attorney fees, costs, and expenses incurred in enforcing the terms and conditions of this agreement.
- 12) This agreement and any amendments thereto shall be binding upon and inure to the benefit of the parties, their respective heirs, assigns, personal representatives, or successors in interest.
- 13) The State Laws of the State of Indiana shall govern this Contract. Purchaser hereby submits to jurisdiction of any court located in the State of Indiana to resolve disputes arising under this Contract.
- 14) ARS is not responsible for any consequential damages resulting from any hydrostatic "ground water" conditions causing the pool membrane to be damaged and the pool to leak from such damage. Hydrostatic testing, although not common with all installations, will be the complete responsibility of the owner.
- 15) ARS agrees to furnish a standard Insurance Certificate listing Purchaser as an additional insured, indicating proof of workmen's compensation coverage, and listing general liability protection limits of at least one million dollars (\$1,000,000.00).

RenoSys Corporation is not responsible for filling or draining the pool water. Nor will RenoSys Corporation absorb cost for any reason.

SPECIFICATIONS AND CONTRACT CONDITIONS FOR A RENOSYS PVC MEMBRANE SYSTEM INSTALLED

Primary pool lining membrane shall be a flexible 60 mil single ply PVC material UV stabilized, and reinforced with internal polyester webbing. The material shall be formulated using anti-fungal agents and manufactured specifically for use in the commercial pool environment.

Geotextile fabric underlayment of 100% polyester approximately 150 mils thick to isolate and separate the RenoSys PVC Membrane from the pool wall and floor.

Provide PVC coated RenoSys Steel to make for a satisfactory installation, as required. Sanitizing agents to be sprayed or rolled on under the Geotextile fabric to discourage microbial growth under the membrane, as required. Adhesives as required to attach the Geotextile fabric to the pool. Flanges of 1/4" Hard White PVC, custom fabricated as required, for use at all membrane penetrations where required.

The PVC membrane liner and liner installation shall be warranted against leakage for a period of fifteen (15) years. Deck caulking, concrete work, and any other work shall be warranted for a period of not less than one (1) year or the manufacturer's warranty period, whichever is greater. Pool equipment shall carry the manufacturer's warranty. We propose to provide and install the above system including: sanitizing, adhesives, RenoFelt 11, RenoSys 60 mil reinforced membrane, all compression flanges, hardware installation, and incidental equipment to make for a satisfactory installation. This quote also includes: general site clean up and training of a of the owner's representative in repair patch techniques.

ARS shall maintain the right to salvage any fittings, materials, or equipment replaced in the course of executing this installation contract. This proposal is based upon an assumption the pool is of sound substrate suitable for mechanically fastening standard 1/4" to 3/16" sleeve anchor and other drive type fasteners to secure the membrane system at the perimeter and around penetrations. Hidden or unforeseen site conditions are to be repaired, if possible, at additional cost to the owner. ARS will execute the change orders prior to commencing work.

By entering into this contract, ARS assumes no responsibility for the correctness of the swimming pools depth in any area of the existing pool. The existing depth of the pool and diving hopper is the responsibility of the purchaser. It shall remain the owner's, in conjunction with ARS, responsibility to assure that all depths, safety features, and markings in the pool comply with applicable local and State pool codes.

In no event will RenoSys Corporation or ARS be held liable for any consequential or other damages whatsoever unless agreed upon in writing. There will be no warranties, or guarantees expressed or implied, given by ARS or it's agents except those provided herein.

RenoSys Installation Statement Letter

This statement letter is part of an ARS Quotation for RenoSys pool systems installation and as such must be signed and returned with your order to ascertain your understanding of the scope of our quote and that you understand your responsibilities in contracting for the installation. It is our intention to have your project go smoothly and be completed on schedule and within the budgeted amount. Your bringing up any potential problems before construction begins can save money and time. We sincerely want your project to be a model of success on which we all will look back with pride. Your assistance in meeting our needs will help us to better serve you.

Unless otherwise specifically noted in our quotation, ARS is expecting the following services and amenities to be freely available to our crews:

- 1) Restroom facilities.
 - 2) Water with at least 40 lbs. of pressure within 50 feet of pools.
 - 3) 110 electric service & 220V, 50-amp service within 50 feet of pools.
 - 4) Clear and reasonable access to the pool.
 - 5) Pools & pool decks are to be drained and/or generally clean upon arrival of our crew.
 - 6) It is expected that our crews will have the opportunity to work between the hours of from 8am to 8pm seven (7) days a week. We deem necessary and we expect reasonable cooperation in making the facility available to them at no extra cost to us (e.g. weekend work and/or early AM work).
 - 7) Provides parking for our vehicles at no charge to Aquatic Renovation Systems, Inc.
- Photos and/or videos may be taken of your project for our own advertising and marketing purposes. It is to be understood that ARS will be using such photos and videos for general marketing purposes.
- Crews are under instructions to accept no direction from anyone onsite unless it is agreed upon prior to work commencement. Please refrain from initiating changes, modifications, or "improvements" with field crewmembers. Owners shall appoint two individuals who will act as the "OWNERS REPRESENTATIVE" to answer questions that may arise, be easily available, and deal with all the various components of the project.
- Regarding surface preparation: The RenoSys material is a reflective material and any depressions, pits, cracks, or voids will show through the membrane. This is not necessarily bad as most such imperfections are only visible when the pool is drained.
- Please note this quotation does not cover special conditions, state or local taxes, Davis-Bacon Wages, or differing site conditions from those detailed. We want all customers to know that vagaries in weather can affect installation schedule.

Page 2 of 2

Acknowledge by initials _____

Visit us on the web at... "www.renosys.com"

RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "kymw@renosys.com"

David Flaherty

From: David Flaherty
Sent: Friday, November 16, 2012 10:36 AM
To: David Flaherty
Subject: FW: Town of Davie - Aquatic Renovation Systems, Inc

From: Rochelle Kelvos
Sent: Friday, October 12, 2012 3:06 PM
To: David Flaherty
Cc: Herb Hyman
Subject: RE: Town of Davie - Aquatic Renovation Systems, Inc

RenoSys References:

Florida

Pensacola Officers Club: They are truly amazing. The pool was in bad shape from a past hurricane with cracks in the shell. Staff thought it "was too good to be true" and it's the best surface they have ever had. Great response time and support is excellent.

Patrick Air Force Base: Pool was repaired about 10 times prior and the best product we have ever seen.

Tennessee

Warrior's Path State Park: Would highly recommend, haven't had any problems. Did a good job with install and staff is courteous and professional.

Georgia

St Mary's Aquatic Center: We love ours. Had tons of issues with leaks and this surface solved the problem. The surface looks great and we haven't had any issues.



RenoSys®

October 12, 2012

Mr. David Flaherty,
Director, Dept. of Parks & Recreation
Town of Davie
3801 S. Pine Island Road
Davie, FL 33328

Re: Aquatic Renovation Systems Product Authenticity

Dear Mr. Flaherty,

With 26 years' success in the Commercial Swimming Pool Renovation / Construction Industry, RenoSys Corporation has completed thousands of successful pool renovations in all 50 states and 8 foreign countries. Our manufacturer, Canadian General Towers (CGT) is North America's leading manufacturer of premium swimming pool membranes. RenoSys Corporation is proud to be the exclusive North America Distributor of CGT's Commercial Grade PVC Pool Membrane products, a distinction we have held for over 20 years. This partnership has produced an unequaled standard in the commercial swimming pool industry, providing consistently, superior pool products that our customers, i.e. US Government entities, state and local municipalities, and commercially branded hotels and sports clubs have come to expect and rely on.

We offer two distinct membrane products to suit varying customer needs. Our RenoSys Standard Grade 60 mil PVC Membrane has an acrylic top coating, and has set the highest standard for the industry for two decades. It comes with a 10 Year Warranty and 15 year life expectancy. Our RenoSys Infinity Grade 60 mil PVC Membrane has a superior formulation, and comes with a 15 Year Warranty and significantly longer life expectancy. We know of no competitor who has proven integrity through maintaining an exclusive relationship with a single membrane manufacturer, nor of any competing product which matches our integrity in both colorfastness and structure under intense chemical and UV exposure.

Please feel free to call the contacts on the attached reference list to learn of their experiences with our products and services. If we can provide additional information that will facilitate your review, please do not hesitate to contact us.

Sincerely,

Kym Webster
Sr. Sales Representative

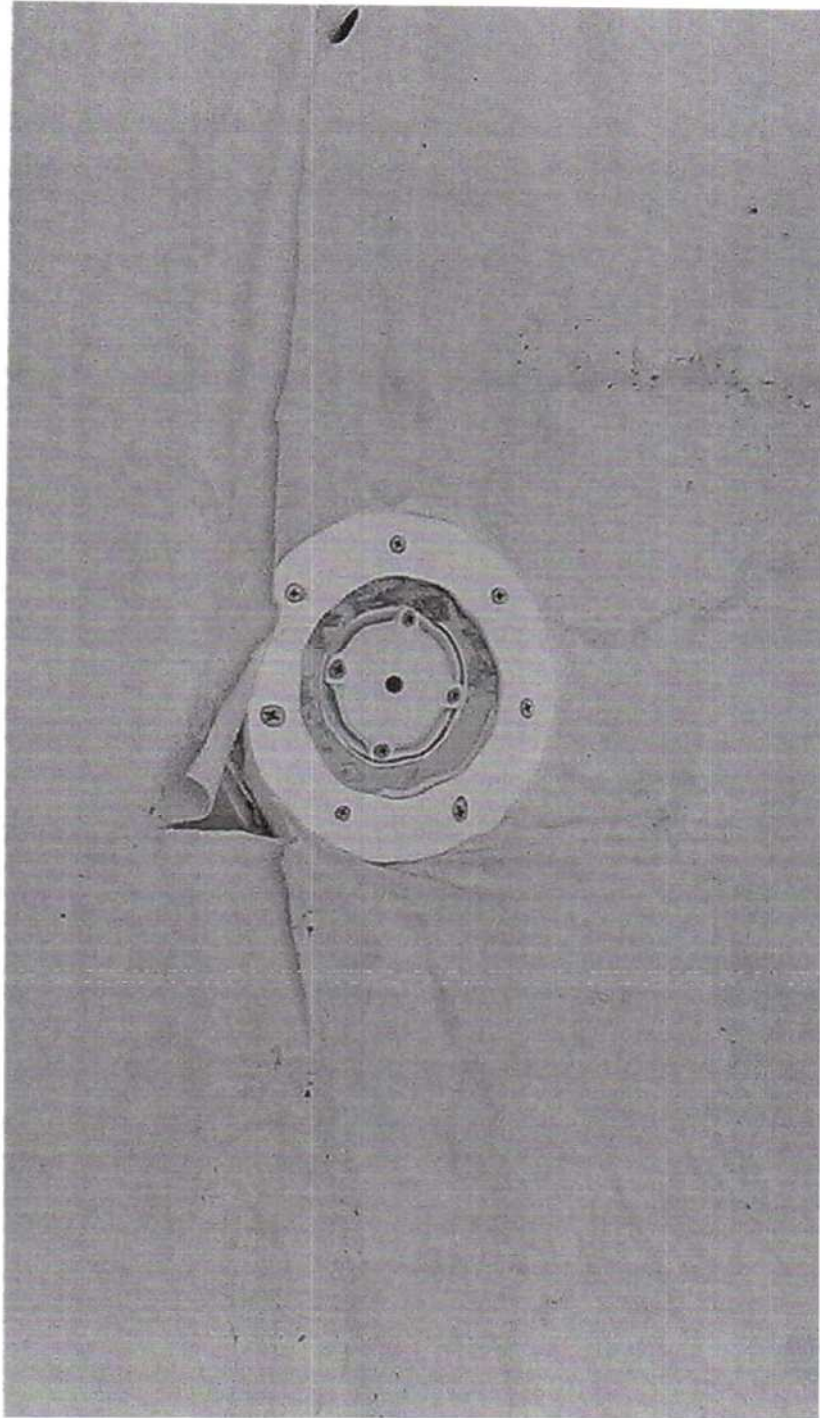
Visit us on the web at... "www.renosys.com"

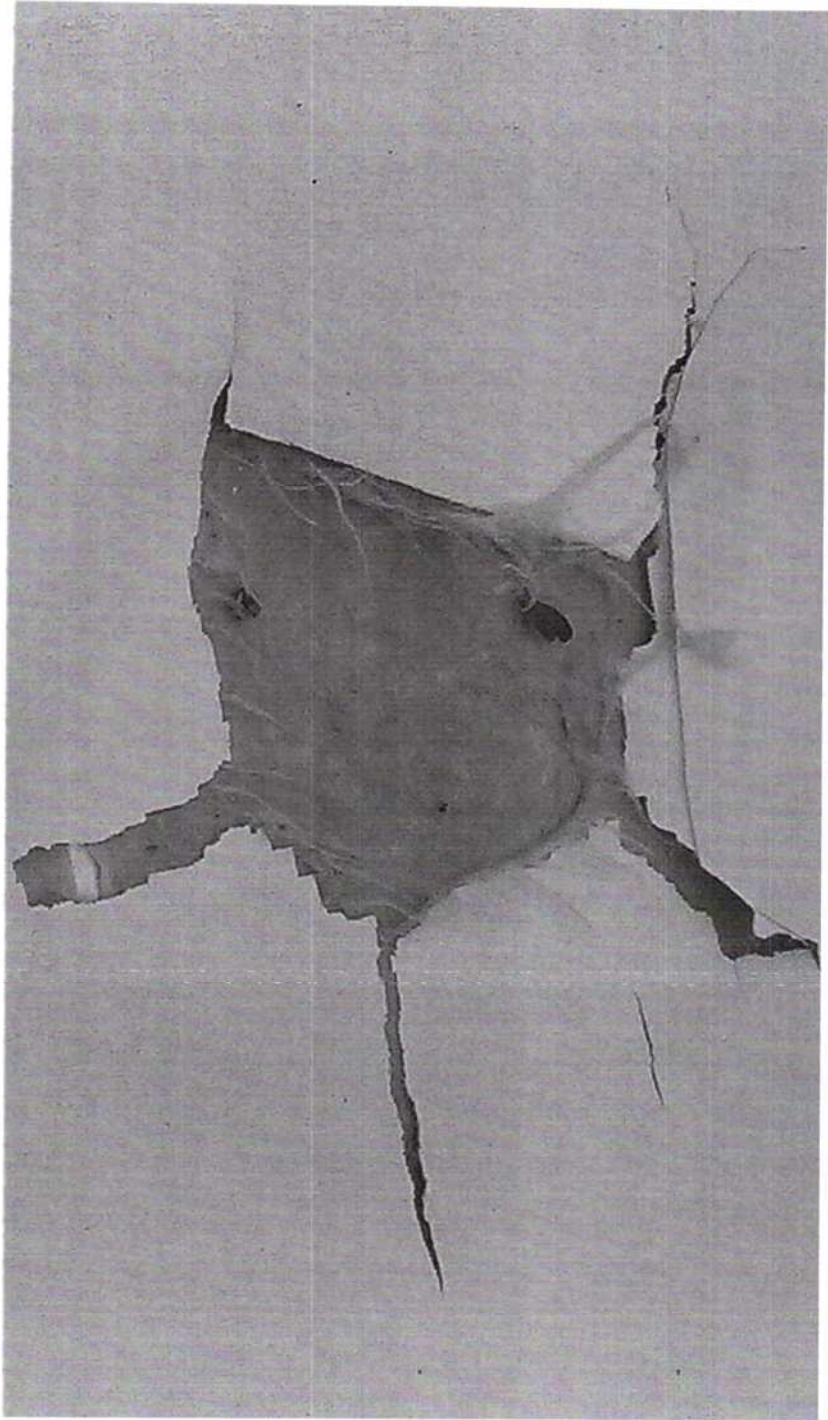
RenoSys Corporation

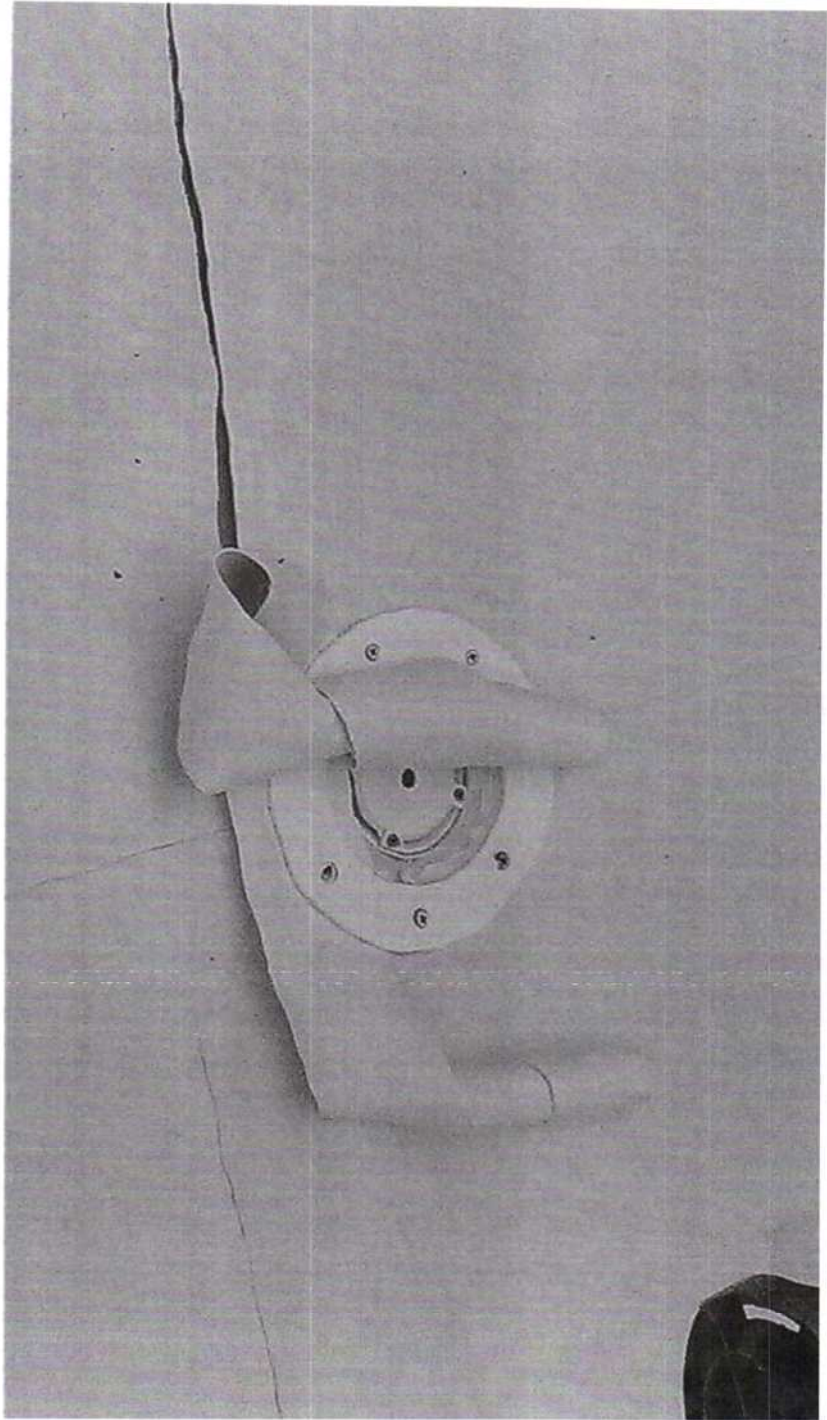
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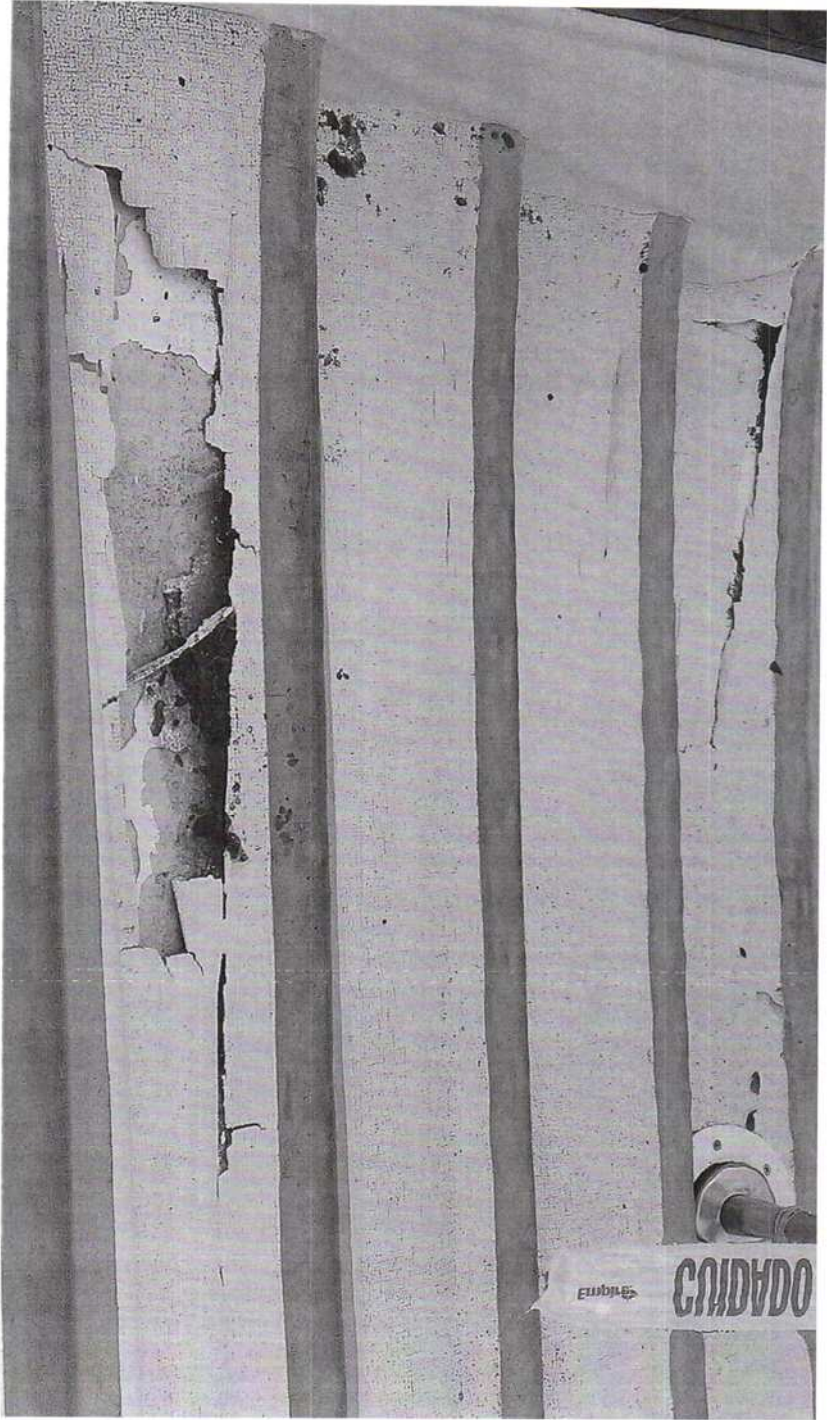
Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: renosys@aol.com









ATTACHMENT A

From: Rochelle Kelvos
Sent: Thursday, October 25, 2012 4:34 PM
To: David Flaherty
Subject: RE: Recap of Pine Island Park Pool Request for Bids

On July 9, 2012 the Pine Island Park Pool resurfacing project went out for bid (Bid # B-12-101). The bid closed on August 7, 2012 and the Town of Davie received two (2) submissions.

The first bid from Pristine Pools came in at \$43,940.00 and the second bid from Pamper Pool Service came in at \$164,675. Staff had estimated the cost of the pool renovation project at \$90K-\$100K.

Based on the large difference in prices that were submitted, we (Parks and Recreation and Purchasing) decided to rebid as an addendum. Additionally, we set up a meeting with Pristine Pools and Pamper Pools to get feedback from the two vendors on assisting with the RFB bid specifications. Ultimately, we were trying to see if there was something we were not understanding due to the huge difference in price.

On August 29, 2012 Herb Hyman, Rochelle Kelvos and Angie Salanis had a meeting with Jeff Rolland from Pamper Pools and Stephen Mintz from Pristine Pool to gain feedback and recommendations for the specifications for the addendum to the first RFB.

On August 30, 2012 the Pine Island Pool resurfacing project went out for bid as an addendum (Bid number B-12-101) with the revised specifications and closed on September 6, 2012. Pristine Pools once again came in as the low bidder at \$58,000 and Pamper Pools came in with a bid of \$130,675.

Staff did reference checks on Pristine Pools but did not receive favorable results. The references ranged from poor installation (surface was not smooth), did not meet time restraints, and "would recommend for residential but not commercial".

On October 18, 2012 the Parks and Recreation Department elected to reject both bids based on "poor" references regarding Pristine Pool, and the higher than anticipated project cost submitted by Pamper Pools.

David Flaherty

From: David Flaherty
Sent: Friday, November 16, 2012 10:40 AM
To: David Flaherty
Subject: FW: Pristine Pools References

From: Rochelle Kelvos
Sent: Friday, September 28, 2012 3:48 PM
To: David Flaherty; Herb Hyman
Subject: Pristine Pools References

Pristine Pools listed 3 commercial pools they have resurfaced. This is what I have thus far.

Cheeca Lodge Resort 20/80 Resort Pool: The resort has changed ownership since the pool was resurfaced 7 to 8 years ago and he did not have any info regarding which company resurfaced. I spoke with Stephen (Pristine) and he said they did the job 7 or 8 years ago. The maintenance supervisor did tell me they are resurfacing now as the surface has deteriorated and needs to be redone. So it appears Cheeca Lodge Resort got approx 7 to 8 years with the surface Pristine Pools put in

Pine Crest Elementary: They would recommend for backyard pools and not a commercial pool. The job was pretty roughly done and didn't meet time constraints. He did say that this was 10 years ago and they could of hired more people but he reiterated he would recommend for backyard but not for our commercial pool.

FAU: Still waiting to hear from them.

It appears all these jobs are pretty old, should I contact them to see if they have resurfaced a pool recently?

Rochelle Kelvos
Davie Aquatics
3800 SW 92nd Ave
Davie, Fl. 33328
Phone: 954-327-3927
Fax: 954-327-3948



**TOWN OF DAVIE
PROCUREMENT AUTHORIZATION FORM**



PROCUREMENT AUTHORIZATION FORM

ITEM DESCRIPTION (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

*Pool liner for The Pine Island Park pool
The vendor provides a PVC Membrane System
which is both an improved + stronger PVC Membrane
than the current membrane.*

METHOD OF PROCUREMENT (mark the one that applies)

- Open Competitive Bidding Sole Source Single Source Co-Op Bid Number _____
- Piggyback on Contract Number (including name of entity) _____
- Request for Proposal/Qualification Reverse Bid

ACCOUNT NUMBER 310.36.640.572-56368 APPROXIMATE COST 96,945.00

Signed and Date: [Signature]
Department Director

TOWN ADMINISTRATOR AND BUDGET/FINANCE DEPT. USE ONLY. DO NOT WRITE BELOW THIS LINE.

Funds pre-encumbered by requisition number: <u>REQ. 2013-214</u>	Sign and Date: <u>[Signature]</u> <u>1/3/13</u>
Approved for Availability of Funds: _____	Sign and Date: <u>[Signature]</u> <u>1/3/13</u>
Sign and Date by Town Administrator: <u>[Signature]</u>	_____

CPM approval on 1.2.13 for an additional 10,000

Vendor	BIDS SUBMITTED	Cost/Ranking
<u>RENOSYS CORPORATION</u>		<u>\$96,945.00</u>

Signed [Signature]
Procurement Manager

STAFF RECOMMENDATION/COMMENTS

<u>RENOSYS CORPORATION</u>	<u>\$96,945.00</u>
Vendor	Cost