



BID PROPOSAL

January 29, 2018

Prepared By:

Mike Vaughn

Commercial Swim

512-228-7902 Cell

mike@commercials swim.com

Name: Lions Park Pool
Address: 1700 E. Stan Schlueter Loop Killeen, TX 76542
Phone:
Attn: Manager

We hereby propose to furnish materials and labor to complete:

Please initial next to approved proposal

Proposed Work	Pricing	Approval
Re-Plaster of Leisure, Comp, and Plunge Pools: <ul style="list-style-type: none"> • Drain all pools • Under cut all tile that will remain as needed • Strip pool of loose plaster • Acid wash then power wash surface and tiles • Install new demarcation tiles on steps for code compliance • Waterline tile repair with in leisure pool up to 30LF • Apply CLI Bond Coat • Remove and replace in wall ladder steps if needed • Remove and replace all light rings if needed • Crack repair up to 250LF in leisure pool • Anchoring of boat slide to surface with SS anchors • Re-plaster pool in level 1 white with blue fleck quartz plaster • Startup of pools – Includes all chemicals and visits to adjust as needed for maximum 10 days. <p>Exclusions:</p> <ul style="list-style-type: none"> • Beach entry textured deck • Crack repair over 250LF limit on leisure pool • Major structural repair of shell • Daily brushing of pool to maintain surface integrity 	Competition pool \$43,174.77 Plunge pool \$23,551.61 Leisure pool \$100,783.05 Total project cost \$167,509.43	
Re-texture of beach entry <ul style="list-style-type: none"> • Remove loose texture and grind down • Cut in expansion joints to prevent future cracking • Apply bottom bond coat to ensure proper adhesion to deck • Repair any substantial cracking in deck • Apply new Spray-Deck Texture and let cure for 48 hours • Paint new texture in color chosen by City of Killeen 	Project Total: \$18,741.91	
VGB Grate Replacement <ul style="list-style-type: none"> • Remove all existing grates in all three pools • Clean sump area and make ready for new grates • Install new 10 Year Life VGB grates on all pools 	Project Total: \$8575.00	
BuyBoard Number 533-17		

Acceptance of Proposal

The pricing listed in this proposal for any of the described labor, materials, equipment rental, and travel have been reviewed and accepted by the owner or authorized representative of the property listed above. Owner or authorized representative agrees to pay all charges listed above including all taxes, labor, materials, rentals, and any other listed charges in full upon completion of proposed work unless prior credit agreements have been approved by Commercial Swim Management’s business office. Any and all amounts not paid within 30 days will accrue a monthly finance charge of 1.5% (18%APR).

This Proposal is good for 45 days from submission date.



Authorized Signature _____ Date _____

Please print name _____

1. TIME OF COMPLETION & TERMINATION.

- a. The Contractor shall employ persons of competence and skill to complete the Project no later than 6 weeks after start work is commenced. Timeline is maximum 6 weeks weather permitting. Start date will be the day Commercial Swim receives a signed PO for the work to commence and the 50% initial payment. Any changes to these dates must be mutually agreed in writing by the parties. All work will commence on March 1st, if not earlier, based on expected arrival of a signed and approved contract from the City.
- b. In agreeing to complete the Work by the agreed Time of Completion, Contractor has taken into consideration and made allowance for ordinary delays, and hindrances incident to possible substitute contractor, whether growing out of delays of common carriers, delays in securing material or workers, changes, omissions, alterations, weather or otherwise.
- c. If the Contract is terminated by the Customer in less than ten (10) days prior to the commencement of the Contractor Work, the Customer shall pay a termination fee equal to 10% of the Contract Amount as consideration to the Contractor for termination of the project.

2. CLEANING UP & SAFETY

- a. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.
- b. The Contractor will be responsible for cleaning up on a daily basis.
- c. The Contractor will be solely responsible for cleaning up any and all overspray caused by the Contractor when spraying any coatings specified for the project.
- d. At the completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- e. If the Contractor fails to clean up as provided in the Agreement herein, the Customer may do so and the cost thereof shall be deducted from unpaid monies due the Contractor.

3. COMMUNICATIONS AND NOTICE

- a. Contractor shall furnish Customer with periodic progress reports if required by Customer, including status of material, equipment, manpower and submittal.
- b. Contractor shall be deemed to have received notice of a fact, request, order, or demand when its appropriate representative is notified, either orally or in writing, 10 (ten) days after written notice is sent by registered or certified mail addressed to Contractor's last known place of business, whichever is sooner.
- c. Contractor shall be deemed to have received notice of a fact, request, or demand 10 (ten) days after written notice is sent by registered or certified mail addressed to the following address: Commercial Swim, PO BOX 952, Hutto, TX 78634
- d. Customer shall be deemed to have received notice of a fact, request, order, or demand when its appropriate representative is notified, either orally or in writing, 10 (ten) days after written notice is sent by registered or certified mail addressed to Customer's last known place of business, whichever is sooner.
- e. Customer shall be deemed to have received notice of a fact, request, or demand 10 (ten) days after written notice is sent by registered or certified mail addressed to the following address: 1700 E Stan Schlueter Loop, Killeen, TX 76542

4. GOVERNING LAW AND RULES OF CONSTRUCTION

- a. The validity, interpretation and performance of this contract shall be governed by the laws of the jurisdiction of the State of Texas and in the County of Bell, the location of the City of Killeen.
- b. Titles, captions, or headings to any provision, article, etc., shall not limit the full contents of the same. These articles have the full force and effect as if no titles existed.
- c. If any term or provision of this Agreement is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this Agreement.
- d. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, representatives and heirs of the parties herein.

AMENDMENT

This Agreement shall only be amended or modified by written document executed by authorized representatives of Customer and Contractor. This Agreement supersedes all prior representations made by Contractor verbal, written or otherwise.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Payment schedule

50% down payment Upon Acceptance of Contract

Receipt of the down payment & signed contract at Commercial Swim generates a start date

25% after bond coat is complete

25% final payment upon completion of the project. Project is complete once pool is filled and pool is operational.

In this proposal Owner refers to any person(s) legally responsible for the execution and payment of the projects listed herein and Contractor (we) refers to Commercial Swim.

Warranty:

Warranty on interior finish (plaster): To the extent that we installed the previous items, we warrant that they will be free from defects in materials and workmanship.

Plaster Warranty: Warranty on the plaster will be for a period of 5 years in which we guarantee the surface shall be free of delamination, peeling, blistering, and will be watertight. This warranty will stand in full force provided the pool structure remains intact and does not shift, lift, or crack. Damage caused by misuse, vandalism, or forces beyond our control will not be warrantied. All start-up procedures recommended by Commercial Swim Management and the National Plaster Council must be followed and all the water chemistry after start-up must be properly maintained at acceptable levels as stated in the National Plaster Council Swimming Pool Start-Up Procedures. A copy of these guidelines will be provided upon request. Commercial Swim will determine best option for any warranty repair.

Pool plaster is manufactured from natural materials that have inherent characteristics. Shading and/or color variation is a natural occurrence which should not be defined as a defect. Customer agrees that even plaster color is NOT guaranteed and color may or may not be the exact shade anticipated. Because of the plaster's natural components the shade and color may vary. Streaking, blotchiness, or mottling may appear over time, of which Commercial Swim has no control. The Customer understands that hairline cracks or small spider cracking may be noticeable and may be quite pronounced with colored plaster, this also shall not be defined as a defect unless the plaster begins to fail as listed in the previous paragraph.

Limitations and Exclusions of Warranties: We are not liable for the following, all of which are excluded: 1) Property damage caused by misuse, negligence, alteration or accident, improper drainage or winterization, soil compaction, settling or shifting, unauthorized installation, service or parts, or failure to maintain the pool or any of its equipment in accordance with the printed instructions; 2) replacement of water or chemicals required after warranty work or other repair; 3) Draining pool and exposing interior finish to the elements; 4) incidental or consequential damages, including but not limited to flood damage, soil erosion, reduction in property value, damage to property, insurance costs, inability to sell property, or damage caused by delays; 5) any damage caused by salt residual if a salt chlorinator is used on the pool; 6) discoloration, staining or crazing of the interior finish due to the physical and chemical nature of the finish, local water conditions, improper use of chemicals or improper cleaning and maintenance; and 7) cracking, chipping, raising, peeling, settling, or discoloration of walks or decking.

Our obligations under these warranties do not take effect until final payment is made in full and signed any completion certificate required by your financing institution or local authorities. Our warranties are not transferable. Our total responsibility during the life of this warranty shall not exceed the amount you paid under the agreement.

POOL WATER CHEMISTRY

It is necessary for the longevity of your pool finish and as a condition of this Warranty, that the following chemical guidelines and **Sequestering Agent**® levels must be followed and maintained: Sanitizer levels must be maintained in accordance with the manufacturer's specifications of the sanitizer you are using. (**Ex:** Free Chlorine = 1 - 3ppm)

pH

7.2 - 7.6

Total Alkalinity (TA)

80-120 ppm

Calcium Hardness (CH)
200-400 ppm
Cyanuric Acid
40-60 ppm
Sequestering Agent
10-12 ppm (6oz. per 10,000gal of water)
Salt Water pools
Lower pH to 7.2 weekly (very important)
Use Sequestering Agent for salt water pools

Pool fill water containing high levels of metals may need to be pre-treated and filtered before being added to your pool. **DO NOT** stop water while the pool is filling. If adding additional fill hoses, add to the deep end of the pool only. The initial process, including start up chemicals, should be done by a pool professional. This may take several days. Afterwards, balance the pool water to the above noted water parameters. Check the pH several times per week for the first few weeks and add pool acid **pre-diluted** to the deep end of the pool to lower the pH to 7.0-7.2 range or lower if needed. **NEVER** allow the pH to rise above 7.6 during the first 30 days. Brush the pool daily for the first 30 days, then as needed. To help prevent metal stains and scaling of the finish and to up-hold your product warranty, you must add the proper amount of the **Sequa-Sol® or any leading brand of Sequestering Agent** weekly as noted above. After the first 30 days, check the pool water routinely at least once a week or more often and keep the water balanced to the above noted water chemistry parameters. For salt water pools: do not add salt to the pool for the first 30 days. Be sure to add pool acid **weekly** and lower the pH to 7.2ppm. No pool cleaners without brushes or vacuums with wheels for the first 30 days.



ADDENDUM TO CONTRACT FOR GOODS OR SERVICES
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Re-plaster (Name of Contract), dated 1/30/18, made by and between the City of Killeen ("City") and Commercial Swim Management ("Vendor" or whatever matches the contract).

- 1. Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 2. Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
- 3. Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this 30 day of January, 2018.

City of Killeen

Vendor

By: _____

By: Michelle Bouzek

Title: _____
