RESOLUTION 2019-08

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A CONTRACT WITH PATTERSON POOLS LLC FOR POOL PAINTING SERVICES

WHEREAS, due to the current condition of the Minerva Park Pool, the Village Council has determined that an emergency need to have the pool walls sandblasted and repainted exists if the operation of the pool is to continue during the 2019 season; and

WHEREAS, the Village Council received a proposal from Patterson Pools LLC outlining a scope of work for a painting project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, OHIO, THAT:

Section 1. Village Council hereby finds and determines that, pursuant to R.C. 735.051 and any other applicable statutory sections, a real and present emergency exists in connection with the operation and maintenance of the Minerva Park pool in that loose and peeling paint would require closure of the pool for the 2019 season, and therefore authorization of a contract without competitive bidding is warranted. The Mayor and Fiscal Officer of the Village of Minerva Park are hereby authorized and directed to enter into an agreement for pool painting services related to the Village’s pool as described in Quotation attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The cost of the project shall not exceed $55,634 without further approval of Council.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

Section 4. Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality, such emergency rising from the safety concerns related to the current condition of the pool. Wherefore, this resolution shall take effect and shall be in force upon its passage.

/S/ Lynn Eisentrout
Lynn Eisentrout, Mayor

First Reading: March 11, 2019
Second Reading: March 25, 2019
Third Reading: Waived
Passed: March 25, 2019

ATTEST
/S/ Kim Pulley
Kim Pulley, Fiscal Officer

APPROVED AS TO FORM
/S/ Eugene Hollins
Solicitor
PATTERSON POOLS LLC

QUOTATION

MINERVA PARK POOL
5300 VALLEY RD.
COLUMBUS, OH 43231

Date: 3/5/19

Project: POOL PAINTING

Location: MAIN POOL

Specification:

We are pleased to submit our quotation for the swimming pool equipment for the above job. We propose to furnish the equipment referenced to
the above section of the specifications and itemized on the attached schedule for the sum of:

FIFTY-FIVE THOUSAND SIX HUNDRED THIRTY-FOUR & 00/100

Dollars $ 55,634.00

JOBSITE/INSTALLED

F.O.B. point

This quotation is valid for acceptance by 30 DAYS and shipment by 5/10/19

Terms: NET 30 DAYS; 1½% PER MONTH ADDED TO ALL OVERTIME INVOICES

State or local taxes have not been included and will not be collected. Our quotation is subject to the conditions noted below.

Conditions

Patterson Pools, LLC, hereafter called "Patterson," sets the following conditions:

1. Lump sum quotations cover only the items and quantities on the attached schedule. No changes, additions or deletions will be made except by written request and will be covered by a resubmission of our quotation.

2. Every effort has been made to be accurate and complete in the take-off and to resolve discrepancies between plans and specifications. However, verification of all items and quantities shall be the responsibility of the purchaser. The quotation is limited to the itemized list of equipment on the attached schedule.

3. If a conflict exists between our take-off and an itemized bill of materials in either plans or specifications any additional items or excess quantity will be called for as "optional extras."

4. Orders will be accepted subject to approval of shop drawings by the architect. Cuts prints, drawings or other material required for submission will be furnished after receipt of a purchase order. In the event that any item is disapproved by the architect the purchaser may cancel the order or re-negotiate for a revised list of equipment. PATTERSON does not obligate itself to furnish the equipment of other manufacturers unless originally listed in our quotation.

5. All items are of PATTERSON manufacture of origin unless specifically noted otherwise. Equipment of other manufacturers furnished by PATTERSON will be specifically noted by manufacturer's name and model number.

6. When the specifications call for equipment of another manufacturer and "approved equals" are permitted, equipment of PATTERSON manufacture or origin will be quoted.

7. If prices are given for each individual item only the unit prices are binding. Extensions and additions are subject to correction for arithmetical errors.

8. This quotation is based upon shipment of the entire list of equipment within the period noted above. If shipment is delayed beyond this period, at the purchaser's request, prices will be subject to re-negotiation.

9. Partial shipments will be made at the request of the purchaser. Billing for items shipped will be made immediately thereafter and is subject to the terms noted. The amount charged will be deducted from the lump sum total when the balance of the order is shipped.

10. All unloading and storage charges shall be the responsibility of the purchaser.

11. Every effort will be made to meet the delivery requirements of the purchaser; however, PATTERSON will not be liable for any delay caused by governmental authority or regulations, inability to obtain materials, delays in transportation, strikes, fires, or acts of God.

12. This quotation is limited to the furnishing of material only and no installation costs will be assumed by PATTERSON. PATTERSON is a vendor and not a sub-contractor; consequently no retained percentages will be allowed and invoices will be payable in full according to our stated terms.

Accepted by: ____________________________

Submitted by: TIM PATTERSON

THE NATION'S FINEST STAINLESS STEEL SWIMMING POOLS AND EQUIPMENT
<table>
<thead>
<tr>
<th>Catalog No.</th>
<th>Quantity</th>
<th>Product Description</th>
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<td>LABOR, MATERIAL &amp; EQUIPMENT TO COMPLETE THE FOLLOWING:</td>
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<td>- COVER AND PROTECT POOL ITEMS DURING BLASTING AND PAINTING PROCESS.</td>
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<td>- POWER TOOL CLEAN WALLS TO REMOVE EXISTING COATINGS.</td>
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<td>- ABRASIVE BLAST WALLS TO BARE METAL TO REMOVE ANY REMAINING COATINGS.</td>
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<td>- ABRASIVE BLAST FLOOR SURFACE TO REMOVE LOOSE &amp; PEELING PAINT.</td>
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<td>- PRESSURE WASH FLOOR TO PROVIDE CLEAN, PAINTABLE SURFACE.</td>
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<td>- APPLY 2 COATS EPOXY POOL PAINT TO FLOOR. COLOR TO BE WHITE.</td>
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<td>- APPLY 1 COAT PRIMER AND 2 COATS EPOXY COATING TO METAL WALLS. COLOR TO BE WHITE</td>
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<td>- LAYOUT 6 LANE LINES ON FLOOR. APPLY 2 COATS BLACK EPOXY PAINT TO LANE LINES.</td>
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<td>- CLEAN UP &amp; DEMOBILIZE.</td>
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<td><strong>$52,967.00</strong></td>
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<td>NOTES:</td>
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<td>- DRAINING AND CLEANING OF POOL BY OWNER.</td>
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<td>- NO CONCRETE REPAIRS TO FLOOR IS INCLUDED.</td>
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<td>- NO REMOVAL OR REPLACEMENT OF CAULKING IS INCLUDED.</td>
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<td>- NO REPAIRS TO METAL WALL INCLUDED.</td>
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<td>LABOR, MATERIAL &amp; EQUIPMENT TO COMPLETE THE FOLLOWING:</td>
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<td>- PICK UP OF 8 EXISTING POOL LADDERS</td>
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<td>- ABRASIVE BLASTING OF LADDERS TO PROVIDE CLEAN, PAINTABLE SURFACE</td>
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<td>- APPLY 1 COAT PRIMER AND 2 COATS PAINT TO LADDERS.</td>
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<td>- DELIVER LADDERSR TO POOL</td>
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<td><strong>$2,667.00</strong></td>
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*INSTALLATION OF LADDERS BY OWNER