

**Parks, Recreation & Cultural Services**  
**MEMORANDUM #14 - 2010**

**DATE:** April 22, 2010  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** William A. Simmons, City Manager *WAS*  
Amanda Peterson, Director of Parks, Recreation and Cultural Services *app*  
**SUBJECT:** CR-75, 2010 Kiwanis Pool Resurfacing Project

**BACKGROUND**

This project was originally brought forward at the April 8, 2010 City Council meeting. At that time, a contract was awarded to S an L Tile and Pool, with a bid of \$30,645.85. Following the award of the bid, however, S an L was unable to meet the contract requirements. They withdrew their bid on April 14, 2010. The next eligible bid for this project is Performance Distributors Inc., with a bid of \$40,386.00. City staff contacted the submitted references and determined the Contractor's past performance on similar projects meets the City's standards. The City of Northglenn Copies of the standard agreement and bid tabulation are attached.

As indicated in the original memo, the main pool at Kiwanis was installed in the 1950's and was originally owned by the North Glenn Metropolitan Recreation District. The pool was deeded to the City of Northglenn in 1975. Based on historic records, it appears that the main pool has been resurfaced four times since its original construction, the most recent resurfacing occurred in 1996. The existing pool surface has deteriorated over time and the surface is cracking and delaminating from the concrete shell. This is normal wear that is expected based on typical use of the pool. The average lifespan of the resurfacing product is 10-12 years. The baby pool was resurfaced with the same product in 2003, and has performed well to date. The Kiwanis Pool Resurfacing Project will include resurfacing the pool, removal of existing pool tile, and installation of the new pool tile.

On March 17, 2010, the City accepted five (5) bids for the Kiwanis Pool Resurfacing Project. The bids were requested with a "pearl" finish, with an alternate of an "ivory" finish. To allow for the project to be completed for a reasonable cost, the proposed contract is for the alternate "ivory" finish. These are only color differences, and the products do not vary in quality. Since the color is created through the addition of aggregate, rather than a dye or other artificial means, the color choice affects the cost of the product.

**BUDGET/TIME IMPLICATIONS**

The cost of Kiwanis Pool Resurfacing Project as proposed is \$ 40,386.00 plus a 10% contingency of \$4,039.00 for a total of \$44,425.00. Project funding of \$35,000.00 is identified in the 2010 Capital Improvement Projects Fund. The additional funding, including contingency, of \$9,425.00 is accounted for through the adoption of CB-1716. The specific funding source is the Adams County Open Space discretionary funds disbursement (ADCOO).

**RECOMMENDATION**

Staff recommends approval of the proposed Resolution. Attached to this memorandum is a Consideration Resolution that, if approved, would:

- 1) Authorize the Mayor to execute a contract between the City of Northglenn and Performance Distributors Inc., for the Kiwanis Pool Resurfacing Project in the amount of \$40,386.00;
- 2) Authorize \$4,039.00 as a contingency and authorize the City Manager, on behalf of the City, to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of \$44,425.00.

**STAFF REFERENCE**

Amanda Peterson, Director of Parks, Recreation, & Cultural Services at [apeterson@northglenn.org](mailto:apeterson@northglenn.org),  
or (303) 450-8950

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-75  
Series of 2010

\_\_\_\_\_  
Series of 2010

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND PERFORMANCE DISTRIBUTORS, INC. FOR THE KIWANIS POOL RESURFACING PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between the City of Northglenn and Performance Distributors, Inc., attached hereto, in the amount of \$40,386.00 with a ten percent (10%) contingency of \$4039.00 for a total amount not to exceed \$44,425.00 for the Kiwanis Pool Resurfacing Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**AGREEMENT**

**PROJECT NAME: KIWANIS POOL RESURFACING PROJECT**

**PROJECT NUMBER: IFB 2010-11      PROJECT MANAGER: Mark Hofmeister**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Northglenn, hereinafter called "CITY", and Performance Distributors, Inc. hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the project named:

**"KIWANIS POOL RESURFACING PROJECT – IFB 2010-11"**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor supervision, and other services necessary for the completion of the PROJECT described herein.

3. The CONTRACTOR will provide performance and payment bonds and a certificate of insurance naming the City as an additional insured for purposes of said project within 10 days after the date of the NOTICE OF AWARD.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$40,386.00, or as shown in the BID schedule. The CONTRACTOR will commence the work within 10 calendar days after the date of NOTICE TO PROCEED. The CONTRACTOR will complete the work within 23 calendar days after the date of NOTICE TO PROCEED, but no later than May 18, 2010 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The term "CONTRACT DOCUMENTS" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The CITY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

**CITY:**

City of Northglenn

By \_\_\_\_\_

Name Joyce Downing Date \_\_\_\_\_

Title Mayor

**ATTEST:**

Name Johanna Small, CMC Date \_\_\_\_\_

Title City Clerk

(SEAL)

**APPROVED AS TO FORM:**

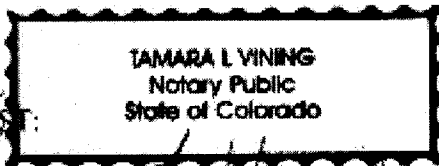
Corey V. Hoffmann, City Attorney Date \_\_\_\_\_

**CONTRACTOR:**

By [Signature]  
Name Reed Hurbs Date 4/15/10  
(Please Type or Print)

Title Owner  
Address 12421 W 49th Ave #1  
WHEAT RIDGE, CO 80033

(SEAL)  
ATTEST:



[Signature]  
TAMARA L. VILNING Date 4/15/10  
Name (Please Print or Type)  
Title OFFICE MANAGER

MY COMMISSION EXPIRES APRIL 11, 2013

**CITY'S CONTRACT #** \_\_\_\_\_

Mark Hofmeister  
Print Name of City's Project Manager