



Staff Report

Subject: The Pointe at Ballwin Commons Indoor Pool Improvements

Department/Program: Parks and Recreation

Explanation:

The City has been awarded a municipal park grant for improvements to the indoor pool at The Pointe. Several contracts are currently up for your consideration as part of this \$605,000 project. Each of the contracts to complete this project are included in this memo. The grant provides \$575,000, with a required City match of \$30,000. Once the notice to proceed has been given staff will work with each of the contractors to coordinate the work. We anticipate that most of the work will be completed by September.

Project Components

- **Locker Room Flooring:** The Pointe locker room floors will be refinished with an epoxy coating. An RFP was issued and closed on December 19, with 2 proposals received.
- **Shower Plumbing:** Improvements include installing new hot and cold water lines and new mixing valves to ensure more comfortable water temperatures for members and guests. An RFP for this work closed on December 19, with 1 proposal received.
- **Pool Plaster (Sole Source):** This scope includes hydroblasting the current surface, performing repairs, and recoating the pool with Pebble Tec. Because Schilli Plastering is the only licensed installer of Pebble Tec in the St. Louis area, this is designated as a sole source purchase. We also bid this out because there are other plaster products however we received no bids.
- **Boiler Installation (Sole Source):** A new boiler will be installed to resolve heating issues with the indoor pool during the winter months. This work will be completed by Jarrell Contracting, our current HVAC preventative maintenance and repair contractor. Due to the complexity of the The Pointe unique system and Jarrell's extensive experience with our specific water circulation system, they are considered a sole source provider for this installation.
- **Water Circulation Sensors (Sole Source):** The indoor pool's water circulation system is a custom design by CTS (now known as Veregy). Because the system is unique, Veregy is the sole source provider for the replacement of various sensors that no longer work properly throughout the system. These replacements are critical for gathering accurate data, which will allow staff and contractors to better regulate pool temperatures during seasonal fluctuations.

- **Aquatic Play Unit (Purchasing Cooperative):** The Aquatic Play Unit (APU) is the largest component of the project. This structure and the installation of this structure will be purchased from a purchasing cooperative. This means the product and the service have been competitively pre-bid for the city's convenience. The structure was custom designed by Vortex, an APU manufacturer and Landmark Aquatic, a local aquatics contractor. Design elements are a direct response to the Pointe Indoor Pool survey conducted by the Parks and Recreation Staff in summer of 2025.

Recommendation:

- Approve contract with Technicoat Industrial Floor Coatings INC. for \$30,800 for locker room floor epoxy flooring installation. Technicoat is the lowest bidder.
- Approve contract with Merlo Plumbing Co. INC. for \$63,712 for plumbing upgrades in The Pointe locker rooms. Merlo is the lone bidder.
- Approve contract with Schilli Plastering Co. INC. for \$134,770 for indoor pool surface prep, and application of Pebble Tec pool coating.
- Approve contract with Jarrell Mechanical Contractors for \$36,781 for the installation of a pool boiler.
- Approve contract with Veregy for \$31,842 for the replacement of sensors and controllers related to the Building Automation System.
- Approve contract with Landmark Aquatic for \$306,000 for the replacement of an Aquatic Play Unit for the Pointe indoor pool.

The total amounts to \$603,905 of the \$605,000 budget for this indoor pool project.

Submitted By: Chris Conway, CPRP, Director of Parks and Recreation

Date: January 12, 2026



TABULATION OF BIDS

Project: LOCKER ROOM FLOORING RFP:26-01

Date: 12-19-2025 at 3:00 pm

VENDOR	Technicote	MISSOURI Terrazzo
BID BOND		
BASE BID	\$30,800	\$ 56,885
ALTERNATE #1		
ALTERNATE #2		
TOTAL GROSS COST		
TOTAL NET COST		

CITY-CONTRACTOR AGREEMENT

THIS CITY CONTRACTOR AGREEMENT (this "Agreement"), is made and entered into as of this _____ th day of _____, 2026, by and between _____
an
contractor having a principal office at St. Louis, MO
(the "Contractor"), and the City of Ballwin, a Missouri municipal corporation located in St. Louis County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

A. In response to RFP 26-01 of the City requesting bid proposals for seamless resinous flooring, the Contractor has submitted a certain Bid Proposal in accordance with the Bid Documents to perform the Work.

B. After due consideration, the City has accepted the Bid Proposal of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. **Contract Documents.** This Agreement shall consist of: (i) RFP 26-01 including, without limitation, the Notice to Contractors, the Instructions to Bidders, the General Conditions, the Plans and Specifications, the Bid Proposal form, the Bid Bond, the proposed City-Contractor Agreement, the Bidders Information Sheet form, and any Exhibits; (ii) Addenda numbered #1; (iii) the Bid Proposal of the Contractor dated _____, 2026 (the "Proposal"); (iv) the Payment, Performance and Guarantee Bond submitted by the Contractor; and (v) this City-Contractor Agreement and exhibits attached thereto (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference).

2. **The Work.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed.

3. **Time of Completion.** Contractor shall commence work under this Agreement by August 17, 2026 and shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.

4. **Acceptance and Payment.** When the Work has been fully completed in accordance with the Contract Documents, the City shall make a final inspection, and any defects arising out of said inspection shall be promptly remedied by the Contractor at no additional cost to the City. After final acceptance of the Work by the City, the City shall pay the Contractor the amounts required by the Contract Documents including any amounts held by the City as retainage, less any progress payments made previously and less any moneys which are due and payable to the City as liquidated damages. As a condition of any such final payment to be made by the City, the Contractor and any subcontractors shall file an Affidavit of Compliance with the prevailing wage laws with the Missouri Division of Labor Standards and Contractor and any subcontractors shall furnish proof of such filing acceptable to the City, and the Contractor agrees and consents to the use of the maintenance security by the City of Ballwin to make any necessary repairs to any portion of the Work.

5. **Guaranty.** The Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all replacements which may become necessary within said period due to construction defects and nonconformity with the Contract Documents.

6. **Compliance with Federal, State and Local Law.** The Contractor shall comply with all applicable federal, state and municipal law requirements for performance under this Agreement including, without limitation, prevailing wage requirements for any work under this Agreement that may be governed by such requirements and any requirements for the employment of laborers from Missouri or nonrestrictive states, if applicable. The Contractor shall not pay less than the prevailing hourly wage rate of wages as enumerated in the prevailing wage determination included in the Contract Documents and attached hereto as Exhibit A (AWO), for all workers performing work under this Agreement. The Contractor shall forfeit, as a penalty, to the City of Ballwin the sum of \$2,500, plus One Hundred Dollars (\$100.00) for each worker employed by the Contractor or by any subcontractor for each working day or portion thereof that such worker is paid less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri for work performed under the City Contractor Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts.

7. **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the Contract Documents.

8. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City. If necessary, during periods of work the traveling public will be adequately protected and advised with appropriate signs, barricades, cones and flaggers as

deemed necessary or as directed by the City of Ballwin. In the case of open excavations or other potentially hazardous conditions existing during non-working periods, the traveling public will be protected and advised by signs and flasher barricades. Parking of equipment or storage of materials on or near the Project site will be permitted only if adequate protective devices are provided and then only for the minimum time required for any specific job. Prior to entering, parking equipment or storing materials on private property the Contractor shall obtain written permission from the property owner. Prior to commencement of any work involving excavation, demolition of facilities or the erection of posts, it will be the sole responsibility of the Contractor to notify all utilities of the planned work and request that the utilities suitably mark underground installations in the vicinity of the planned work, and arrange for disconnection of any necessary utilities. For any operations involving the purchase and/or drayage of materials, the Contractor will be required to submit lien waivers to the City prior to payment for the work. In addition, the Contractor may be required to submit payroll affidavits to the City attesting that the labor has been paid for work on the Project at the proper wage scale. These provisions do not apply to any materials, drayage or labor furnished or supplied by the City.

9. **Amendment: Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

10. **Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

11. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

12. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

13. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR Technicote, Inc.


Name Mark Charpentier

5797 Westwood Dr
Address

St Charles, MO 63304
City, State, Zip

By: 

COUNTERSIGNED

Regina Robbins-Smith
Project Manager
Title

CITY OF BALLWIN

City Administrator

Attested

Date



TABULATION OF BIDS

Project: SHOWER PLUMBING RFP:26-03

Date: 12-19-2025 at 1:00 pm

VENDOR	Merlo Plumbing Co
BID BOND	
BASE BID	\$63,712.00
ALTERNATE #1	
ALTERNATE #2	
TOTAL GROSS COST	
TOTAL NET COST	

MP MERLO PLUMBING CO., INC.

11041 Gravois Industrial Court • St. Louis, Missouri 63128 • Phone: (314) 843-1000 • Fax: (314) 843-1800

QUOTATION AND AGREEMENT

City of Ballwin
1 Ballwin Commons Circle
Ballwin, MO. 63021

December 19, 2025

Re: Locker Room Showers

Attn: John Hoffman
Ph: (636) 227-8950
Email: jhoffman@ballwin.mo.us

We propose to furnish the labor & material to install the plumbing as follows:

Men's locker room

6 – Speakman S-1590-AF exposed anti-scald balanced pressure Showerpac systems.

Women's locker room

5 – Speakman S-1590-AF exposed anti-scald balanced pressure Showerpac systems.

Family locker room

4 – Speakman S-1590-AF exposed anti-scald balanced pressure Showerpac systems.

These will be mounted on the block wall.

Run the new hot & cold water pipes exposed on the block wall.

Connect to the existing water pipes above the ceiling in the hallway.

The existing shower valves will be disconnected & abandoned in place.

Performance bond

Plumbing permit

Exclusions

No premium pay. No sales tax. No permit fees. No toilet room accessories,

No work on the plumbing fixtures. No work behind the block wall

No wall cutting, patching or painting

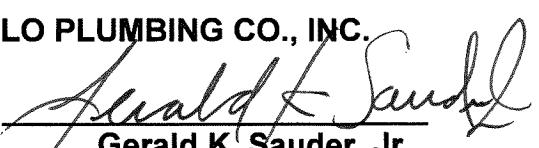
No bid bond. No pipe insulation

No water line enclosures

The amount of this proposal is.....\$63,712.00

MERLO PLUMBING CO., INC.

BY: _____

BY: 
Gerald K. Sauder, Jr.

DATE: _____

DATE: 12-19-25

Merlo Plumbing Company thanks you for the opportunity to provide this proposal.

If acceptable, please sign & return a copy to our office.

This proposal is good for 30 days.



Schilli Plastering Co., Inc.
13284 Corporate Exchange Dr
Bridgeton, MO 63044
Phone: 314-909-8877
Fax: 314-909-8878
www.schilliplastering.com

PROPOSAL AGREEMENT

Date: May 23, 2025
Expires: June 22, 2025
PROJECT TYPE: Remodel Pool

Proposal Submitted To: The Pointe at Ballwin Commons
#1 Ballwin Commons Circle
Ballwin MO 63021
636-667-8667 cconway@ballwin.mo.us

We hereby submit specifications and pricing for:

This Proposal Agreement will include Draining, surface prepping (50% due), and acid washing surface. These preparations steps are necessary to assure the proper bonding of old surface and the new finish.

After the preparation steps have been completed, we will proceed to apply the new finish, which will be applied in two coats. The first coat will be a scratch coat and the second coat will be the finish coat. The second coat will be applied about 3/8" to 5/8" and will be trowel finished.

With the **Pebble Quartz®** finish, water filling will begin as soon as we have completed our work to assure proper curing of the new application.

With the **Pebble Fina®** finish, water filling will begin as soon as we have completed our work to assure proper curing of the new application.

With the **Pebble Tec®** finish, we will return the next day to acid wash prior to filling the pool.

With the **Pebble Crystal®** finish, we will return the next day to polish and acid wash prior to filling.

With the **Pebble Sheen®, Pebble Brilliance®, and Pebble Essence®** finish, we will buff the finish in addition to the acid wash.

Start-up of pool not included, customer to maintain/monitor pool chemical balance for the first 28 days of the curing process.

Your pool/spa will be added to the bottom of the schedule list and completed as soon as possible.

The schedule will be followed as close as possible weather permitting.

Thank You.

WE PROPOSE to furnish materials and labor as described above for the sum of:

*Please check box for finish selection *** If undecided on finish, deposit will be based on Pebble Sheen. ****

<input type="checkbox"/> Pebble Essence®:	\$ 175,797.80
<input type="checkbox"/> Pebble Brilliance®:	\$ 173,457.80
<input type="checkbox"/> Pebble Sheen®:	\$ 144,675.80
<input type="checkbox"/> Pebble Tec®:	\$ 134,769.80
<input type="checkbox"/> Pebble Fina®:	\$ 129,699.80
<input type="checkbox"/> Pebble Crystal®:	\$ 123,147.80
<input type="checkbox"/> Pebble Quartz®:	\$ 129,387.80
<input type="checkbox"/> Undecided Required	\$ 144,675.80 *** <i>Can make selection at a later date ***</i>
<input type="checkbox"/> To install new caulk around playground.....	ADD \$ 5,718.75

All finish amounts include marker tile bands on benches, race lanes and targets. Bid includes acid washing the spa. Bid includes small tile repair on deck at end of lap pool portion.

PAYMENT TO BE MADE AS FOLLOWS: (SEE CONDITIONS ON REVERSE SIDE)

20% Due upon signing - 60% Due at Starting - 20% Due upon completion

This Proposal Agreement will be withdrawn by us if not accepted
by expiration date listed above.

Authorized Signature: *Tim Sanders*

ACCEPTANCE OF PROPOSAL AGREEMENT – The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified herein and as outlined in the Swimming Pool Remodel Packet (enclosed). Payment will be made as outlined above.

All Property Owners Must Sign.

Signature: _____

Date of Acceptance: _____

Signature: _____

NOTE: Failure of this contractor to pay those persons supplying materials or services to contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor to provide a "Lien Waiver" from all persons supplying materials or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

CONDITIONS OF PROPOSAL AGREEMENT

Acceptance of this Agreement shall be acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions, in addition to or different from this proposal, are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Schilli Plastering Co., Inc. and/or Sun Pool Services to commence work on the project.

- 1 Schilli Plastering Co., Inc. and/or Sun Pool Services; (hereinafter "Applicator") shall require a credit card number at the time of acceptance of this proposal. A deposit will be charged for 20% of the contract price, with 60% due at start, of project and 20% due upon completion. No provision of this agreement shall serve to void the seller's entitlement to payment for properly performed work on project.
- 2 If Buyer prefers to pay by check, a deposit of 20% of contract price must be received with the signed proposal, with 60% due at start of project and 20% due upon completion. If invoice is not paid in full upon completion a finance charge will be charged, and warranty will be void until paid.
- 3 No provision of this Proposal Agreement shall serve to void the contractor's entitlement to payment for work performed on the project. In the event that Conditions 1 and/or 2 are not met, Contractor is not responsible for commencing or completing the Project.
- 4 All payments that are not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection, including reasonable attorney fees, shall be paid by Buyer.
- 5 Buyer is to prepare all work areas so as to be acceptable for the Contractor under this Proposal Agreement. Buyer will furnish all temporary site facilities including suitable storage space, electrical power and water, at no cost to the Contractor. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

NOTE: 6 Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the Proposal Agreement. Contractor shall not be responsible for delays or defaults by and causes of any kind and extend beyond its control, including but not limited to: delays caused by the Buyer, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and Acts of God, including rain delays.

- 7 Work called for herein is to be performed during the Contractor's regular working hours. All work performed outside of such hours shall be charged at rates or amounts agreed upon by both parties at the moment that overtime is approved.
- 8 Project is guaranteed against defects in workmanship for a period of 5 years from the date of installation. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that the Contractor will replace or repair any part of their work which is found to be defective. Contractor will not be responsible for special, incidental, consequential damage to its work by other parties or for improper use of equipment by others. All warranties are null and void if payment is not made, in the full amount, as agreed upon in the Proposal Agreement.
- 9 No "back charges", or claim by the Buyer, regarding work in progress or Contractors failure to meet any requirement of this Proposal Agreement shall not be valid except by a written agreement by the Contractor. In such event, Buyer shall notify the Contractor of such default, in writing, and allow reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.
- 10 The Buyer shall make no demand for liquidated damages due to delays, or other conditions, in any sum in excess of such amount named in the Agreement Proposal and no liquidated damages may be assessed against Contractor for more than the amount paid by the Buyer and caused by Contractor.
- 11 Nothing in this Proposal Agreement shall serve to void Contractor's right to file a Lien or claim on its behalf in the event that payment terms are not met.
- 12 Contractor will provide Certificate of Insurance upon Buyer request.
- 13 Applicator will provide lien waivers upon "payment in full" at the request of Buyer.



Date: 4-8-25

Attention: John Hoffman

Building: Ballwin Rec Center

Description: Install New Pool Boiler

Dear John,

We propose to provide labor and materials to install one (1) New Lochinvar Pool Boiler in the 2nd floor Mechanical Room. Currently the pool is heated by the heat exchanger in the 1st floor mechanical room. This heat exchanger is not big enough to heat the pool efficiently when the make-up water is being added. We recommend installing this pool Boiler to properly heat this pool water whether the make-up water is being added or not.

Our proposal includes:

- Furnish/Install (1) Lochinvar Pool Boiler
 - Cupro-Nickel Heat Exchanger
 - Air & Water Pressure Switches
 - CPVC Water Connections
 - Direct Spark Ignition
 - Inlet & Outlet Water Sensors
 - Polymer Header w/Built in Bypass
 - Digital Display
 - 3-year limited warranty
- Furnish/Install Gas piping to new Boiler
- Furnish/Install CPVC piping to new Boiler
- Furnish/Install Power wiring to new Boiler
- Furnish/Install Flue piping to the roof for new Boiler
- Remove/Dispose of old materials properly
- Boiler permit/permit fees
- 1-year labor warranty
- Labor (normal working hours)
- Start-up and check operation

Our proposal does not include:

- Overtime, premium time, or shift work
- Parts or labor to make other repairs to HVAC units
- Temporary heating, cooling, or humidity control
- Code Violations or upgrades
- Removal or clean-up of asbestos or any other known pollutants
- Any Roof repair for flue installation
- Water Balancing
- Any Pool chemical

We will complete the above scope of work for a budget price of \$33,730.

Please note that there is a 2-3 week lead time on this equipment.

This bid is in effect for thirty (30) days from the date of this proposal.

Thank you for the opportunity to bid on this repair. If you have any questions or require additional information, please contact me at (314) 486-1267.

Sincerely,
Shaun Buck
Account Manager

Approved by: _____ Date: _____





Josh Pottebaum
16647 Chesterfield Grove Road
Suite 200
Chesterfield, MO 63005
jpottebaum@veregy.com
(314) 562-0613

Project Proposal

Overview

Proposal Name	City of Ballwin - The Pointe
Client Name	Parks & Recreation/Chris Conway
Client Phone	636-207-2338
Client Address	1 Ballwin Commons Circle Ballwin, MO 63021

Veregy Contact

Proposer	Josh Pottebaum
Proposer Email	jpottebaum@veregy.com

Description of Scope

This proposal is based on the information provided in the following documents:

Drawings	N/A
Specifications	N/A
Addendums:	N/A
Summary	Replace a total of seven (x7) existing IO modules on both Jaces. Replace eight (x8) existing Dectron Duct temperature sensors. Replace three (x3) existing well temperature sensors. Replace existing hot water differential pressure transmitter. Replace three (x3) VAV controllers. Integrate Water Furnace Controller into BAS

Base Bid and Acceptance

Base Bid \$ **31,842.25**
Proposal Date **6/18/2025**

Accepted By:

Name

Signature

Date Accepted

PO#



Josh Pottebaum
16647 Chesterfield Grove Road
Suite 200
Chesterfield, MO 63005
jpottebaum@veregy.com
(314) 562-0613

Scope of Services

Replacement Parts

Replace a total of seven (x7) existing IO modules on both Jaces.
Replace eight (x8) existing Dectron Duct temperature sensors.
Replace three (x3) existing well temperature sensors.
Replace existing hot water differential pressure transmitter.
Replace three (x3) VAV controllers.

Labor Description

Integrate Water Furnace heat pump controller graphics onto BAS.

Additional Labor

Installation

Exclusions and Clarifications

Proposal is valid for the 2026 project
Credit cards will be charged an additional 5% above bid price
Control valve bodies and installation are excluded unless specifically defined herein

Alternates

Accepted	Description	Add	Deduct
	None	\$0	\$0



Standard Terms and Conditions

1. TAXES: CUSTOMER agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If CUSTOMER claims any such taxes do not apply to transactions covered by this Agreement, CUSTOMER shall provide VEREGY with a tax exemption certificate acceptable to the applicable taxing authorities.

2. PROPRIETARY INFORMATION:

2.1 All proprietary information (as defined herein) obtained by CUSTOMER from VEREGY in connection with this Agreement shall remain the property of VEREGY, and CUSTOMER shall not divulge such information to any third party without prior written consent of VEREGY. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to CUSTOMER hereunder which VEREGY deems proprietary or confidential and characterizes as proprietary at the time of disclosure to CUSTOMER by marking or labeling the same "Proprietary," "Confidential," or "Sensitive". The CUSTOMER shall incur no obligations hereunder with respect to proprietary information which: (a) was in the CUSTOMER'S possession or was known to the CUSTOMER prior to its receipt from VEREGY; (b) is independently developed by the CUSTOMER without the utilization of such confidential information of VEREGY; (c) is or becomes public knowledge through no fault of the CUSTOMER; (d) is or becomes available to the CUSTOMER from a source other than VEREGY; (e) is or becomes available on an unrestricted basis to a third party from VEREGY or from someone acting under its control; (f) is received by CUSTOMER after notification to VEREGY that the CUSTOMER will not accept any further information.

2.2 CUSTOMER agrees that VEREGY may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as VEREGY submits any such document or statement to CUSTOMER for its approval, which shall not be unreasonably withheld.

3. INSURANCE OBLIGATIONS:

3.1 VEREGY shall maintain Commercial General and Automobile Liability Insurance applicable to the Services for not less than the following limits of liability:

Commercial General Liability – Combined Single Limit: \$1,000,000 Each Occurrence / \$2,000,000 Product & Completed Operations Aggregate, Commercial

Automobile Liability – Combined Single Limit: \$1,000,000 Each Occurrence

Workers' Compensation – Statutory

3.2 CUSTOMER shall be responsible for maintaining its own liability and property insurance.

4. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS:

4.1 In areas in which VEREGY will be performing its Services, there are no conditions or circumstances subject to special precautions or equipment required by federal, state or local health or safety regulations or unsafe working conditions. CUSTOMER shall notify VEREGY of any changes in conditions or regulations that occur during the course of this Agreement that affect the foregoing representations and warranties, including without limitation discovery of Hazardous Substances or Mold at a Site.

4.2 CUSTOMER acknowledges that the operation of the Covered Equipment may control or affect temperature, humidity, and ventilation at the Site, which may adversely affect accumulation, concentration, growth or dispersion of Hazardous Substances or Mold, whether or not there are defects in the Covered Equipment or the Services. CUSTOMER agrees that VEREGY is responsible for maintaining the Covered Equipment in a good working order in accordance with manufacturer's specifications and recommendations, but VEREGY is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by CUSTOMER, are appropriate for CUSTOMER and the Site except as specifically provided in an attached Work Scope Document. VEREGY shall not be responsible for any adverse effects of temperature, humidity and ventilation conditions created by the Covered Equipment.

5. WARRANTY AND LIMITATION OF LIABILITY:

5.1 VEREGY will replace or repair any product VEREGY provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from CUSTOMER negligence, or from fire, lightning, water damage, or any other cause beyond the control of VEREGY. This warranty applies to all products VEREGY provides under this Agreement, whether or not manufactured by VEREGY. The warranty is effective as of the date of CUSTOMER acceptance of the product or the date CUSTOMER begins beneficial use of the product.

5.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND VEREGY EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER.

6. INDEMNITY: VEREGY agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under VEREGY' negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) CUSTOMER gives VEREGY immediate notice in writing of any such claims and permits VEREGY, through counsel of its choice and VEREGY' sole cost and expense, to answer the claims and defend any related suit and (ii) CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY' expense, to enable VEREGY to defend such suit. VEREGY shall not be responsible for any settlement without its written consent. VEREGY shall not be liable for loss or damage caused by the negligence of CUSTOMER or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, CUSTOMER agrees that VEREGY will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

Josh Pottebaum
16647 Chesterfield Grove Road
Suite 200
Chesterfield, MO 63005
jpottebaum@veregy.com
(314) 562-0613



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7. LIMITATION OF LIABILITY: IN NO EVENT SHALL VEREGY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, REVENUE OR GOODWILL, COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, LOSS OR INTERRUPTION OF BUSINESS OR ACTIVITIES, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF ANY DATA, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. IN NO EVENT WILL VEREGY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO VEREGY BY CUSTOMER HEREUNDER FOR THE THEN_CURRENT YEAR.

8. EXCUSABLE DELAYS: VEREGY shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond VEREGY' reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of VEREGY, any repairs or replacement shall be paid for by CUSTOMER. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and VEREGY shall be entitled to recover from CUSTOMER its reasonable costs, overhead, and profit arising from such delay.

9. OUT OF SCOPE SERVICE: If CUSTOMER requests, and VEREGY agrees, to correct any problems or issues not covered by this Agreement, CUSTOMER will pay VEREGY for all such work performed at VEREGY's then-current standard time and materials charges. Such amount shall be due and payable within twenty (20) days of the applicable VEREGY invoice date.

10. SOFTWARE LICENSE: All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. CUSTOMER shall be expected to grant VEREGY access to the end user for purposes of obtaining the necessary software license.

11. DISPUTE RESOLUTION: With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between VEREGY and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

12. ACCEPTANCE: This proposal and the pages attached shall become an Agreement only upon signature below by VEREGY and CUSTOMER. The terms and conditions are expressly limited to the provisions hereof, including VEREGY' Standard Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, VEREGY of any purchase order, specification, or other document issued by CUSTOMER. Any additional or different terms set forth or referenced in CUSTOMER'S purchase order are hereby objected to by VEREGY and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

13. MISCELLANEOUS:

- 13.1 This Agreement represents the entire Agreement between CUSTOMER and VEREGY for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.
- 13.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
- 13.3 This Agreement shall be governed by the law of the State where the work is to be performed.
- 13.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon VEREGY and CUSTOMER, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 13.5 CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of VEREGY. VEREGY may assign its right to receive payment to a third party.

LANDMARK AQUATIC

TO: Chris Conway

December 22, 2025

RE: City of Ballwin APU Pool Renovation

Buy Board #: 701-23

Landmark Aquatic is pleased to provide this proposal for the labor and materials to replace the Aquatic Play Unit (APU) at The Pointe, for the City of Ballwin, MO. This memo is based upon the existing conditions, conversations had with staff, knowledge of the existing aquatic center, and below APU concept. According to this information, our proposal is as follows and will include the following:

Concept



Scope Inclusions

- ✓ Replacement of the Aquatic Play Unit **\$306,000.00**
 - Remove existing APU, safety slide pad and dispose of all
 - Install new APU
 - Provide needed plumbing connections and valves as required
 - Freight and mobilization of equipment
 - Provide equipment submittals, start-up of APU, operations and maintenance manuals, and owner training

Scope Exclusions

- ✓ Performance and payment bond
- ✓ Surface repairs to the pool plaster
- ✓ Drain and refilling the swimming pool

We look forward to partnering with your team and we are certain we would add value to the project.

Thank You,

Chris DePaul
Director of Renovation