

Wednesday, July 19, 2023

Brian Hayes City of Bel Aire 5251 East 48th Street North Bel Aire, KS 67220

Dear Brian,

Below please find our updated proposal for resurfacing the plastered zero-entry pool for the City of Bel Aire, KS as discussed. Our scope of work includes the following:

- 1. The pool totals approximately 4,600 square feet (plan and wall areas).
- 2. Lightly prep the surface of the pool (surface repair work is not to exceed 2 total manhours) for the installation of the new 60 mil PVC membrane and terminations.
- 3. Fully adhere an 11-ounce polypropylene felt protection / leveling layer to the entire surface of the pool.
- 4. Custom fit and adhere a premium 60 mil light blue PVC membrane to the entire surface of the previously felted pool. Hot air weld and seal all seams.
- 5. Terminate the membrane using hard PVC strips set into a bed of caulking and fastened onto the top of the walls just below the coping around the perimeter of the pool, and with PVC coated bent metal into the drain in the zero-entry area (PVC membrane to be welded directly onto the PVC coated strips). Finish with a bead of white caulking.
- 6. Where necessary install custom made Type 1 Hard PVC flanges around all penetrations i.e.; skimmers, returns, rope hooks, and drains, and black PVC transition lines as required according to KS state code.
- 7. Install slip-resistant 60 mil PVC membrane in the zero-entry and shallow areas, and white printed depth markers on the top of the pool walls as required according to KS state code.
- 8. Issue a 10 year material warranty (covers PVC membrane material and welds) and a one-year labor workmanship warranty upon payments received in full for all invoiced installation work.

PRICING

The price for the above scope of work is \$ 74,950 (seventy four thousand, nine hundred and fifty dollars) and includes all materials, labor, and travel expenses.

CONDITIONS

- 1. Pool shall be broom clean and empty of water (by others).
- 2. Existing surfaces must be able to accept fasteners.
- 3. Owner is to provide power and unimpeded access to the worksite.
- 4. No bonds, permit, or licensing fees were figured into the bid price.
- 5. Kansas State Davis-Bacon prevailing wage rates were considered in the bid price.
- 6. Owner is to provide for all trash disposal or additional charges to dispose of all waste will be added to the above pricing.
- 7. We strongly suggest all lines should be pressure tested (by others). Any repair work required as a result of the pressure tests is to be performed prior to our arrival.
- 8. No monies were allocated for any repairs or upgrades to the main drains or main drain covers as may be required by the Virginia Graeme Baker Anti Vortex law.
- 9. Only minimal surface prep as previously described is included in the above pricing. Additional surface prep (i.e.: grinding, sanding, patching, rust proofing) will be billed at a rate of \$95 per man hour plus materials in addition to the above if required (ownership will be informed of all surface concerns and shall approve of any additional work prior to it being performed on site).
- 10. The pool will be filled by others, Membrane Concepts will not absorb any costs for water, chemicals or for any pool downtime expenses at any time or for any reason.

TERMS

These Terms and Conditions shall apply to all orders accepted by Membrane Concepts and shall be deemed incorporated in any contract documents. Membrane Concepts is not bound by any additional or different terms proposed by Purchaser in its contract purchase order, conformation, or acknowledgment.

This proposal is valid for 60 days. A deposit of fifty (50%) percent is due with the signed proposal. An additional progress payment of thirty (30%) percent is due at the approximate midpoint of the project. The remaining balance is due immediately upon project completion. A finance charge of 1.5% per month (18% per annum) will be added to all invoices over 30

days. In the event any third parties are employed to collect any outstanding monies owed by said business, the undersigned agrees to pay all reasonable collection costs, including all attorney fees, whether or not litigation has commenced, and all costs of any litigation incurred. The laws of the Commonwealth of Massachusetts and its jurisdiction (Bristol County) shall govern in full over this agreement.

ACCEPTANCE OF PROPOSAL

City of Bel Aire, KS or its agent agrees to the described scope of work, and all conditions and terms as set forth above;

CITY OF BEL AIRE, KS

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Sincerely,

Ron Melbourne General Manager

Membrane Concepts PO Box 51262 New Bedford, MA 02745

Ron@MembraneConcepts.com

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