

MEMO 24-09

TO: Frank Schulte, City Administrator  
FROM: Jim Kowalski, Director of Public Services  
Nicole Gerhart, Recreation Supervisor



DATE: January 31, 2024

SUBJECT: Recommendation – Lake Front Park Aquatic Facility Waterslide Restoration

The waterslide at the Lake Front Park Aquatic Facility is in need of restoration. The waterslide was installed in 1998 and since the park staff has been performing annual waxing and minor repairs. Typically, it is recommended that waterslides restoration happens every five years.

The following quotes were received to gel coat the interior and paint the exteriors of the two waterslides:

Amusement Restoration Companies	\$89,775.00 (includes rental of lift)
Safe Slide Restoration	\$102,821.00 (does not include rental of lift)
SlideWays Water Park Restoration	\$128,975.00 (includes rental of lift)


Amusement Restoration Companies submitted the lowest quote in the amount of \$89,775.00.

Therefore, I am recommending that Council authorize the restoration of the waterslide at Lake Front Park Aquatic Facility to Amusement Restoration Companies, 2095 Carpenter Loop, Burnet, TX 78611, in the amount of \$89,775.00.

This is not a budgeted item, however funds are available in the 2023/2024 fiscal year budget account no. 401-902-977.104 Municipal Improvements – Parks & Recreation because the Lake Front Park Splash Pad project came in significantly under budget.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

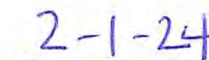
  
\_\_\_\_\_  
Frank Schulte, City Administrator

  
\_\_\_\_\_  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
\_\_\_\_\_  
Shawn Murphy, Treasurer/Comptroller

  
\_\_\_\_\_  
Date



**Amusement Restoration Companies**  
2095 Carpenter Loop, Burnet TX 78611  
522-222-8426  
[www.AmusementRestoration.com](http://www.AmusementRestoration.com)  
Offices In TX, CO, MO, and OH | Services Worldwide



QUOTE #589

January 30, 2024

**CUSTOMER**

Nicole Gerhart  
Grosse Pointe Woods  
23000 Jefferson  
St. Clair Shores, MI 48080  
313-343-2409  
[ngerhart@gpwwmi.us](mailto:ngerhart@gpwwmi.us)

Thank you for the opportunity to submit our proposal.

Our turnkey price for the restoration project is as follows:

**Cost**

Gel Coat Interior and Paint Exterior of (1) Blue Open Body Waterslide.	Sub Total: \$45,927.00
Gel Coat Interior and Paint Exterior of (1) Blue Open Body Waterslide.	Sub Total: \$43,848.00
<b>Total Waterslide Restoration Project:</b>	<b>Total: \$89,775.00</b>

**Pictures**



**Timeframe**

5-9 days to complete this Project:

**Terms**

- 50% Due upon signing of Terms and Conditions.
- 50% Due upon completion of Project with final walk through with Client.

Our price includes cost of all labor, materials, and a man lift and/or scaffolding. There is no additional charge if we determine that an additional coat of coating is required to achieve optimal results. Note that the following slide exterior colors will require an additional charge as these colors require multiple coats:

### **Scope of Work**

Gel Coat Interior of (2) Blue Body Waterslides:

High-pressure water clean using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;

Remove caulk from seams;

Sand entire interior to remove all failed coating and to create an adhesion profile;

Make all necessary repairs to gelcoat;

Apply Maxguard LEI Series Ashland gelcoat with Duratec high gloss additive at 22-24 mils;

After cure, wet sand and buff and wax any imperfections with 800 and 1000 grit sandpaper;

Re-caulk all seams using Sikaflex 291 white fast cure.

Paint Exterior of (2) Blue Body Waterslides:

High-pressure water clean up to 4,000 p.s.i. using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;

Power-tool prepare any rusted surfaces with D.L. sanders, grinders, and wire wheel;

Spot prime all necessary areas including bare steel, corroded areas, rigging scrapes, burnishes,

and welds using Sherwin Williams Macropoxy 646; Finish paint slide exterior using Sherwin Williams Hi Solids Polyurethane or Sherloxane 800.

We employ our key technicians year-round. Our seasonal technicians have been with us for many years as well. We do not need to train or re-train seasonal staff nor do we subcontract out any work. This ensures that our work is consistent and always meets our high standards. We hold the ACMA CCT gelcoat certification and are also OSHA certified, bonded, and insured.

### **WARRANTY**

Exterior Paint-Five-year workmanship warranty covers delamination that occurs in the new paint coating. Our warranty does not cover fading, claims from extreme acts of nature, improper maintenance (chemicals used to wash newly painted surface), vandalism, rust or application of wax-based products to newly painted surface. Warranty may become void if peeling occurs due to poor adhesion from the previous manufacturers coating and/or aftermarket coating(s).

Gel Coat Interior-Five-year workmanship warranty covering delamination of applied gelcoat only. Our five-year warranty is only valid if the customer participates in a yearly maintenance program with Amusement Restoration Companies (ARC). If the customer does not engage in a yearly maintenance program our standard two-year warranty will apply. This warranty does not cover damage from osmosis, blistering, deterioration or damage of cosmetic surface finishes; including cracking, crazing, discoloration, fading, corrosion and oxidation of gelcoat. This warranty does not cover surfaces previously coated beyond original manufacturers coating, unless this aftermarket coating is completely removed by ARC prior to application of new gelcoat. Our warranty does not cover any repairs that have been completed by a previous contractor. ARC does not offer any warranty for caulking of seams.

Work will be finished prior to agreed-upon completion date barring any unusual adverse weather. However, due to weather and other variables, we cannot assign a specific start date. We will stay in touch as prior projects progress to keep you up to date with anticipated start date. Note that our technicians work seven days per week and thus we may need access to the facility on a weekend. Technicians will need access to electricity and water. We will need access to get a man lift to the site.

Please do not hesitate to contact me if you have any questions or need any further information.





AMUSEMENT RESTORATION COMPANIES

James Gardiner

Owner

720-940-0106

Offices in Texas-Colorado

We service the USA

[jim@arcparcs.com](mailto:jim@arcparcs.com)

[www.amusementrestoration.com](http://www.amusementrestoration.com)

### TERMS AND CONDITIONS

1. **VALIDITY OF OFFER:** Buyer shall indicate acceptance of this Agreement by returning a copy of this Agreement signed by a duly authorized representative of Buyer. If Buyer has not yet indicated acceptance of this Agreement, ARC offer to perform under the Agreement shall terminate on the earlier of (I) ARC notification (whether verbal or written) to Buyer that such offer has been terminated, (II) thirty (30) days after the contract date listed on page 1 of this Agreement, or (III) thirty (30) days after Buyer's receipt of this Agreement. ARC will walk the water park and go over Scope of Work on the first day with Client. Anything out of the ordinary outside the agreed Scope of Work will be negotiated and additional fees may apply at that time.

2. **SCHEDULE OF DELIVERY:** ARC will use best efforts to provide the Deliverables in accordance with the schedule, but does not guarantee such schedule. Time is not of the essence in this Agreement and ARC is not liable for any lost profits or consequential damages suffered by Buyer or any third party for any reason. If there is a change in the scope of work or if ARC falls behind schedule due to the actions of Buyer or any third party, the parties will adjust the schedule to afford ARC a reasonable opportunity to perform the outstanding work. The Buyer may request adjustments or additions to this project. Upon receipt of the written request for adjustment or additions, ARC will provide the Buyer with an adjusted proposal. The Slide Experts requires both parties to sign the change order and to update the contract to reflect the change request. No work will occur until the change order is approved in writing by the buyer.

3. **PROJECT REQUIREMENTS:** ARC assumes responsibility for all statutes, codes, and or regulations that pertain to the Scope of Work, and will perform the work in compliance with all such requirements. ARC will, if required obtain any and all permits pertaining to the Scope of Work. It is ARC intention to complete the project on schedule and within budget. Client will have someone in a management position be available for the final walk through and be authorized to sign and approve the final walk-through sheet. Unless otherwise specifically noted in the Scope of Work, ARC is expecting the following services and amenities to be freely available:

- 1) Restroom facilities.
- 2) Water with at least 40 lbs. of pressure within 50 feet of project.
- 3) 110 electric service within 50 feet of project.
- 4) Clear and reasonable access to the project area.
- 5.) Pools to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews shall work from 8 am to 8 pm seven (7) days a week as we deem necessary and we expect reasonable cooperation in making the facility available to them at no extra cost to us (e.g., weekend and / or early am work).
- 7) Provide parking for our vehicles at no charge to ARC.

4. **TAXES AND/OR DUTIES:** Any tax, tariff or duty imposed by law on articles sold or rented or any services rendered by ARC shall be the responsibility of Buyer and in addition to the sales price hereof.

5. **PAYMENT TERMS:** Buyer agrees to pay ARC the fees in accordance with the terms set forth in this Agreement. ARC standard terms are 50% of total payment due upon signing of contract and 50% final payment due upon final walk through approved by client. Past due balances will be billed a service charge of 2% per month (or if 2% is illegal under applicable law, the maximum permitted rate) beginning the day after payment is due. Buyer agrees to pay all associated court costs, collection charges and expenses that are incurred by ARC in collection efforts, including, without limitation, all attorney's fees and expenses, and all costs of repossession and resale. Amounts owed under this Agreement may not be set off or offset by other obligations of the parties for any reason. If Buyer cancels or defaults on this Agreement, Buyer will pay to ARC the greater of (I) any and all deposits paid to ARC to be paid by forfeiture of such amounts, and (II) all direct and indirect costs incurred by ARC in performing under this Agreement, plus a 20% handling fee.

6.. **WARRANTY:** ARC warrants all of its work will be free from defects in material and workmanship under normal use and service with proper maintenance for a period of 24 months for Waterslides and 60 months for Pools from the date of service or installation. Full payment of project has to be meant to start the warranty. If ARC work is found to be defective within this time period, ARC will provide the labor and materials to repair the defects. Certain products and material warranties are provided by others and will be subject to their respective terms. **THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ARC SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT ARE NOT CONTAINED IN THIS AGREEMENT. ARC SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THESE SERVICES OR THEIR USE BY BUYER. THESE WARRANTIES SHALL NOT APPLY TO PRODUCTS THAT HAVE BEEN USED IN A MANNER OUTSIDE OF THE GUIDELINES SUGGESTED BY THE SLIDE EXPERTS OR THAT HAVE BEEN SUBJECT TO ANY MISUSE OR ABUSE, MISAPPLICATION, REPAIR OR TAMPERING IN ANY WAY AS TO AFFECT PERFORMANCE. THERE IS NO WARRANTY ON CAULKING AND LEAKS.**

7. **INCORPORATION OF SAFETY INFORMATION:** Buyer acknowledges receipt of any and all written safety and operational information from original equipment manufacturer related to the safe use of the equipment including, without limitation, information related to installation, location, maintenance, use, safety surfacing and warning signs verbiage. ARC will provide Buyer with any and all such safety and operational information regarding the products and services (Deliverables) listed in the Scope of Work. Buyer further acknowledges that it has reviewed all such safety information and hereby indemnifies releases and discharges ARC from and against any and all liabilities, costs or expenses of injuries or damages to any third party as a result of any use of the equipment and Deliverables that is not in accordance with such safety information.

8. **LIMITATION OF LIABILITY:** Except for the indemnification obligations, neither party is liable to the other for consequential, incidental, direct, indirect or special damages, including commercial loss and lost profits, however caused, in excess of the fees paid under this Agreement.

9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** ARC will be the sole owner or obtain any and all permissions of use from such owner, of all intellectual property rights embodied in or related to the scope of work. ARC will also own or obtain any and all permissions of use for any derivative works, improvements, alterations or modifications conceived by ARC or any of its employees, consultants or agents. If the scope of work requires ARC to incorporate a trademark or other intellectual property owned by Buyer or a third party, ARC will provide a written statement from the Buyer or third party of such intellectual property consenting to its use in the scope of work. Upon the executing of this document, Buyer transfers any and all rights regarding any and all photographic or artistic representations produced by ARC of the project before, during or after completion of the project for their exclusive use in ARC sales and marketing efforts or in any other activity ARC deems appropriate.

10. **INDEMNIFICATION:** Buyer will indemnify and hold harmless ARC, its parent, subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs and liabilities (including reasonable attorney's fees and expenses) arising from or related to the actions or inaction of Buyer, its agents and employees and others under its direction or control in conjunction with the operation of the scope of work, the Deliverables and installation.

11. **CONFIDENTIALITY:** "Confidential Information" means any and all business, technical or third-party information (including without limitation specifications, drawings, sketches, models, samples or documentation) marked as confidential or proprietary (or which a party knows or has reason to know is proprietary) and provided, disclosed, or made available under this Agreement. The parties shall restrict access to the Confidential Information to employees or agents who have a "need to know." The parties, employees, or agents shall not disclose the Confidential Information to any third party and shall treat the Confidential Information in the same way it treats its own Confidential Information of like kind. This provision will not apply to information which is in the public domain, is previously known to the receiving party without obligation of confidentiality, and is independently developed by the receiving party from a third party that does not have an obligation to keep the information confidential.

12. **NOTICES:** Notices required under this Agreement shall be sent to the addresses of the parties stated on page 1 of the Sales Agreement. Notices will be deemed given (a) when delivered, if sent by registered or certified mail (return receipt requested), (b) when delivered, if delivered personally.

13. **GOVERNING LAW; VENUE:** The laws of the State of Colorado shall govern the construction and interpretation of this Agreement without giving effect to any choice or conflict of law provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado. Buyer hereby consents and submits to the jurisdiction of the state and federal courts located in Colorado for any dispute related to this Agreement. Any lawsuit or litigation initiated by either party and related to this Agreement shall occur in the appropriate state or federal court located in Parker, Colorado and Buyer and ARC agree that suit shall not be brought in any other jurisdiction or location; provided however, nothing contained in this Section shall prohibit ARC from pursuing lien claims, bond claims, repossession actions or injunctive relief in any appropriate jurisdiction or court.

14. **FORCE MAJEURE:** Neither party is responsible to the other for failure to conform to this Agreement arising from causes beyond its reasonable control, including, but not limited to, labor disputes, unforeseeable delays during shipment, acts of terrorism, floods, civil commotion, war, riot, acts of God, fires, and embargoes.

15. **WAIVER:** The failure of Either Party to insist upon strict performance of any of the terms of this Agreement or to exercise any rights conferred in this Agreement, shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms or rights at any future occasion.

16. **ASSIGNMENT:** The rights and obligations under this Agreement may not be assigned without the prior written consent of the non-assigning Party; provided however, that ARC may assign its rights and obligations under this Agreement to an affiliate or pursuant to a sale of substantially all of the assets or ownership of ARC.

17. **ENTIRE AGREEMENT:** This Agreement (including the Master Terms and Conditions) is intended to be the final, complete and exclusive expression of the Agreement between the parties. This Sales Agreement supersedes any and all prior written or oral agreements relating to the subject matter hereof. No modification of this Agreement shall be effective except by a written agreement expressly stating the parties' intent to so modify this Agreement and signed by the parties. No modification of any provision of this Agreement shall be considered a waiver, breach, or cancellation of any other provision of this Agreement. Any provision in the Sales Agreement that is not consistent with the Master Terms and Conditions in this Exhibit A shall be void and not a part of this Sales Agreement.

APPROVED AND ACCEPTED:

Seller: ARC


Buyer:

Title: Owner

Title:

Print Name: James Gardiner

Print Name:

Signature: 

Signature:

Date:

Date: