

TO: Mayor and City Council

FROM: Dan Howard, Public Works Director

SUBJECT: Pool Deck Caulking

MEETING DATE: Tuesday, April 19, 2022

BACKGROUND

Some of the pool deck seam caulking has deteriorated and is in need of replacement. Randy Davis of Northern Pool Restoration has submitted a quote to remove and replace 365.5 linear feet of caulking at a cost of \$5,138.00.

The old caulking would be removed, they would grind out the area and then reapply caulking.

REQUESTED COUNCIL ACTION

I respectfully request a motion and approval to accept the quotation of \$5,138 from Northern Pool Restoration for the replacement of 365.5 linear feet of deck seam caulking as recommended by the Park Board.



Northern Pool Restoration
 1491 92nd Ln NE
 Blaine, MN 55449
 www.northernpoolrestoration.com
 info@northernpool.net
 763-762-8198

COMMERCIAL REMODEL

Buyer City of Cannon Falls	Phone 507-263-9304	Date 02/22/2022
Property Address Cannon Falls Pool NorthWest Court Cannon Falls MN 55009	Cell Phone	
Project Number 22020	Contractor's Representative Randy Davis	
Email njensen@cannonfallsmn.gov	Representative's Contact # 612-242-7991	

Bid Items

1	Cut and Re-Caulk	5,138.00
Grand Total:		\$5,138.00

PRICE AND PAYMENT TERMS

- 1) Northern Pool Restoration shall furnish labor and materials for the Work in accordance with the terms and conditions of this Agreement for the sum of \$ 5138 (the "Price"). Buyer shall pay Fifty Percent (50%) as a down payment at the time this Agreement is signed; the balance due within 30 days of completion.
- 2) Except as included in the specifications, Price does not include repair of cement under the coping, waterline, tile, or existing plaster finish whether damage is pre-existing or caused by our work.
- 3) **Mechanic's Lien Rights:** Minnesota law requires us to provide you with the following notice:
Any person or company supplying labor or materials for this improvement to your property may file a lien against your Property if that person or company is not paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for the improvement directly and deduct this amount from our Agreement price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

ACCEPTANCE OF AGREEMENT

By signing below, you accept the scope of work; specifications; terms and conditions, including additional terms on page 2, project description on page 3, and prices stated in this Agreement. Northern Pool Restoration is authorized to begin work on the earliest available date.

Date	Buyer
Contractor's Representative	Buyer

Additional Terms and Conditions

1. **Contingency:** This Agreement is subject to the approval of Northern Pool Restoration LLC ("Northern Pool Restoration") management and may be declined by Northern Pool Restoration any time prior to the start of construction.
2. **Construction Documents:** This Agreement merges all agreements between the Parties; any representations not written into this Agreement are not included. The Work consists of the tasks, materials, and services contained in the Construction Documents which consist of this Agreement, addenda, Change Orders, applicable drawings, plans, and specifications.
3. **Changes:** Any modification to the Work requires a written Change Order signed by Northern Pool Restoration and at least one Buyer. Change Orders may result in extra charges which are the responsibility of the Buyer. Buyer shall sign a Change Order for any additional work required by a government inspector.
4. **Buyer's Obligations:** Buyer shall grant Northern Pool Restoration clear access, free of ice and snow, to work areas during normal working hours for workers, parked vehicles, delivery and storage of materials, equipment, and rubbish, and holds Northern Pool Restoration harmless from damage or injury that may result. Buyer will be charged additional fees for using dumpsters without prior approval. Northern Pool Restoration takes reasonable effort to remove construction debris; Buyer holds Northern Pool Restoration harmless from any damage or injury caused by any remaining debris including construction dust. Buyer agrees to provide electric, water, and other utilities at no cost to Northern Pool Restoration. Buyer is responsible for identification of all underground utilities before Work begins and holds Northern Pool Restoration harmless from any damage or injury resulting from Buyer's failure to do so. Northern Pool Restoration shall not be expected to keep gates and doors closed or locked; Buyer holds Northern Pool Restoration harmless from all claims arising therefrom. Excess construction material remains the property of Northern Pool Restoration. Northern Pool Restoration is not responsible for any damage to property in or near the work area and Buyer holds Northern Pool Restoration harmless from any such damage. Buyer is responsible for filling the pool including all start-up procedures and proper water chemistry.
5. **Buyer's Work:** Buyer shall not direct the working forces, hire subcontractors, or provide materials or labor for the Work without the written authorization of Northern Pool Restoration. Buyer agrees to perform any work authorized by Northern Pool Restoration in a workmanlike manner, in conformity with local codes and regulations, without hindering or delaying Northern Pool Restoration from its work. Northern Pool Restoration provides no warranty for Buyer's work or materials.
6. **Pre-existing conditions:** This Agreement is based solely on Buyer's representations and Northern Pool Restoration's observations at the time of entering into this Agreement. Buyer assumes complete liability and responsibility for existing or concealed conditions, including soils issues; pre-existing building code, zoning, or other violations; or inadequate physical, mechanical, or electrical conditions currently existing on the Property. Northern Pool Restoration may suspend the Work until Northern Pool Restoration and Buyer reach agreement on any additional cost and time delay. Existing out of square and plumb conditions may require similar conditions in the new work. Buyer grants Northern Pool Restoration the right to make variations, substitutions, or changes as to color, brand, grade, and actual dimensions required by governmental regulations or otherwise that do not adversely and materially affect design and quality. Demolition and removal of concrete, plaster, tile, and other materials may cause additional damage. Except when caused by Northern Pool Restoration's own negligence, Buyer assumes complete liability and responsibility for all such conditions. Northern Pool Restoration may stop work until the condition is corrected. When repairing such damage, Northern Pool Restoration will take reasonable care using locally-sourced like-kind and quality materials but does not guaranty that it will match the damaged or surrounding materials; Buyer holds it harmless from any damage resulting from mismatched materials.
7. **Hazardous materials:** All hazardous conditions including asbestos, mold, lead, or other hazardous or harmful materials that may exist at or within the Property are assumed and agreed by the Parties to have pre-existed Northern Pool Restoration's work. Buyer assumes complete liability and responsibility for all such conditions. Northern Pool Restoration may stop work until the condition is corrected. Buyer holds Northern Pool Restoration harmless from all mold, fungus, or biological material damages.
8. **Exclusions:** Performance under this Agreement is contingent upon strikes, accidents, weather, or other delays beyond Northern Pool Restoration's control. The price of this Agreement does not include material or labor price increases because of unforeseen problems arising after work has begun, market supply shortages, or unusual spikes in market demand. This Agreement price does not include any governmental permit, service, or access charge.
9. **Advertising:** Buyer authorizes Northern Pool Restoration to place its yard sign on Buyer's property for identification purposes for workers and material suppliers and for advertising and promotion. Buyer grants Northern Pool Restoration unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.
10. **Insurance:** Northern Pool Restoration maintains current insurance policies covering its general liability and workers' compensation obligations. Prior to construction, Buyer shall have in place property insurance covering the finished value of the Work. Buyer waives subrogation and shall obtain from each of its insurers a waiver of subrogation in favor of Northern Pool Restoration with respect to losses arising out of or in connection with the Work.
11. **Cancellation:** Before work begins, the fee to cancel this agreement without legal right to do so, as liquidated damages and not as a penalty, is 25% of the Agreement price plus the actual costs Northern Pool Restoration incurred. After work begins, Buyer is responsible for the entire Agreement price.
12. **Late Fee and Collection Costs:** A late fee of \$25 shall be charged for any payment received more than 10 days past its due date. Limited to the percent allowable by law, a 1-1/2% monthly collection fee will be added to any outstanding balance not paid within thirty (30) days of when due. Buyer agrees to pay Northern Pool Restoration's reasonable costs of enforcing any provision of this Agreement without requiring a court action, including attorney's fees, costs, and disbursements. No part of the final payment shall be conditioned on completion of a governmental inspection.
13. **Warranty:** Northern Pool Restoration warrants that the Work shall be in accordance with the Contract Documents and free from material structural defects and shall return and repair any Work not in accordance with the Contract Documents for a period of one (1) year from the date of Substantial Completion of the Work (the "Warranty Period"). All product warranties, if any, are deemed assigned from Northern Pool Restoration to Buyer.
 - a. **Cure of Defect.** If a defect is discovered within the Warranty Period, Buyer must notify Northern Pool Restoration in writing within thirty (30) days following the discovery of that defect (the "Warranty Defect Notice") and must provide Northern Pool Restoration an opportunity to inspect and either cure the defect in a manner customary in the industry or to pay to Buyer the cost of repair or replacement of the defect, in its sole discretion, as estimated by Northern Pool Restoration. This Warranty Defect Notice shall serve as the written notice of claim described in the following paragraph. In no event shall Northern Pool Restoration's liability exceed the fair and reasonable cost of repair or replacement of the warranted defect. Northern Pool Restoration shall not be liable for any cost or expense incurred by Buyer in remedying any warranted defects unless Northern Pool Restoration has been notified in writing and has been afforded the opportunity to cure the claimed defect or to pay the sums specified herein. Nothing contained in this section shall be construed to establish a period of limitation with respect to Northern Pool Restoration's other obligations under the Contract Documents.
 - b. **THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. NORTHERN POOL RESTORATION HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONTRACT CLAIMS, NEGLIGENCE CLAIMS, AND ALL OTHER CLAIMS FOR WHICH BUYER HAS NOT PROVIDED NORTHERN POOL RESTORATION WITH WRITTEN NOTICE WITHIN THIRTY (30) DAYS FROM THE DATE OF DISCOVERY OF THE PROBLEM AND WHICH HAS NOT BEEN FULLY RESOLVED WITHIN SIX (6) MONTHS FROM THE DATE BUYER NOTIFIED NORTHERN POOL RESTORATION OF THE CLAIM.**
 - c. **Warranty Exclusions:** The Northern Pool Restoration warranty does not cover staining for any reason of the plaster finish including staining caused by ionizers or chlorine generators, structural cracks that surface through the new finish, damage resulting from a high water table, shrinkage checks or concrete cracks, mottling, or caustic action at the surface of the pool.
14. **Waiver of Jury:** Each of the Parties irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement. Each of the Parties acknowledges that it has been induced to enter into this Agreement by this mutual waiver.



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Description of Project

Caulking 365.5lf:

1. Remove old caulk between deck and coping.
2. Grind with router both deck and coping edges to clean old caulk.
3. Prime both sides of with commercial concrete caulk primer.
4. Install new commercial grade NP1 or similar caulking.

Notes:

1)Bid is based on description and quantity above and based on pool coping and deck being sound and not needing additional preparation such as concrete repair. If additional preparation is needed or if there is additional quantity, there will be extra costs. We will not proceed with work involving extra costs without written approval from owner. This bid is based on today's material cost, due to rapid increases in cost of our caulk this price can only be guaranteed for 30 days.