



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: April 26, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Brian Goul, Recreation Director  
Kurt Bovensiep, Public Works Director  
Dennis E. Trantham, Facilities and Grounds Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Leisure Pool Heater Replacement at the Troy Community Center

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### **History**

- The Leisure Pool heater at the Troy Community Center is original and is 20 years old.
- Replacement of this unit was identified in the Facilities Condition Assessment and Analysis.
- The replacement was planned and budgeted in FY21.
- This heater maintains continuous temperature of the leisure pool.

### **Purchasing**

The current contract with B & B Pools & Spas was adopted by City Council in 2017 for pool maintenance and repairs (Resolution #2017-11-179-J-4d). Under the current contract pricing, B & B Pools and Spas proposes the replacement of the Leisure Pool heater at \$22,500 as detailed in the attached quote dated March 11, 2021.

### **Financial**

Funds are budgeted and available in the Troy Community Center Capital Fund under Project Number 2021C0060 for the 2021 fiscal year. Expenditures will be charged to account number 401.752.755.7978.045.

### **Recommendation**

City Management recommends granting the authority to expend budgeted capital funds to *B & B Pools & Spas of Livonia, MI* for the replacement of the leisure pool heater at the Troy Community Center for an estimated total cost of \$22,500 with a \$7,500 contingency for a not to exceed amount of \$30,000 as detailed in the attached quote.



B&B POOL SERVICE & SUPPLY CO.  
31071 INDUSTRIAL  
LIVONIA, MICHIGAN 48150  
734-427-3242 x 212  
734-748-7295 - Cell  
734-427-3235 – FAX  
e-mail: Dane@bandbpools.com

March 11, 2021

City of Troy  
Troy Community Center  
3179 Livernois Rd.  
Troy, MI 48083  
Attn: Morgan Thrasher

RE: Pool Heater Replacement.

Ms. Thrasher

Thank you for this opportunity to offer our quotation for replacing your indoor Leisure pool heater.

**Scope of Work Included:**

**Pool Heater Replacement:**

1. Isolate, disconnect and remove the existing pool heater.
2. Install one (1) Pentair 715,000 BTU pool heater.
3. Connect heater to existing gas supply and exhaust vent piping.
4. Connect heater to existing influent and effluent water lines.
5. Repair the leak on the 6" tee at the heater outlet.
6. Commission unit and instruct upon use.

**Total Cost for Pool Heater Replacement = \$22,500.00**

**Excludes:**

7. Electrical modifications.
8. Valves and piping not included.
9. Structural repair.
10. Any repairs beyond the included scope of work.

**Notes:**

11. Any additional repairs required to complete the above scope of work shall be charged as time (\$95 per man hour) and materials.

B&B Pool Service & Supply Company is licensed by the State of Michigan as a Residential Builder by the Michigan Department of Energy, Labor & Economic Growth. License #2102070299.

To the extent that any information supplied by B&B Pool Service & Supply Co. relating to the design and/or specifications of a pool and/or spa is utilized by your firm or entity, to the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless B&B Pool Service & Supply Co., its officers, and employees from and against any and all claims of whatsoever kind or nature arising out of or relating to B&B Pool Service & Supply Co. supplying design and/or specifications information to you. Your utilization of our materials constitutes your acceptance of this provision.

*We Propose* hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

**Total cost for Pool Heater Replacement = \$22,500.00**

The payment terms are:

50% Material Deposit

50% per account terms

This proposal includes a 3% merchant discount for payments by check, cash or money order. Add 3% if payment is made by credit or debit cards.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment."

*Authorized*

*Signature* \_\_\_\_\_ *Date:* March 30, 2021

Dane Frederiksen - President

Note: This proposal may be withdrawn by us if not accepted within **90** days.

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Please sign and return one copy of this proposal, retain the other copy for your records*

Sincerely,  
Dane Frederiksen  
President  
B & B Pools and Spas