

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER AGREEMENT WITH ALL INCLUSIVE REC LLC (THE CITY COUNCIL HEREBY FIND AND DECLARE THAT AN EMERGENCY EXISTS WHICH REQUIRES THE IMMEDIATE PASSAGE OF THIS ORDINANCE FOR THE PRESERVATION OF THE WELFARE OF THE CITIZENS OF THE CITY OF BERKELEY.)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The City Manager is hereby authorized to enter into and execute a change order agreement with All Inclusive Rec, LLC for renovations at the municipal pool in regards to the splash pad.
- Section 2.** The agreement will be attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.
- Section 4.** The City Council hereby find and declare that an emergency exists which requires the immediate passage of this ordinance for the preservation of the welfare of the citizens of the City of Berkeley.

1st Reading this _____ day of _____ 2023
2nd Reading this _____ day of _____ 2023
3rd Reading, PASSED and APPROVED, this _____ day of _____ 2023

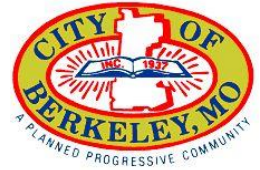
Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:			
Councilwoman Verges	Aye ___	Nay ___	Absent ___ Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___ Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___ Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___ Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___ Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___ Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___ Abstain ___



MEMORANDUM

TO: Mayor Deinbo and Members of Council

CC: Deanna Jones, City Clerk, and Donnell Smith, City Attorney

FROM: Nathan Mai-Lombardo, City Manager

DATE: April 28, 2023

RE: Part 2 of Splash Pad and Pool renovations

Mayor Deinbo and Members of Council –

Attached please find attached a contract from All Inclusive Rec in the Amount of \$216,245.

As previously discussed with Council, this contract represents the second phase of the Splash Pad installation at the Municipal Pool. We are able to do this as a change order instead of an RFP.

This item has already been budgeted for in your recently approved amendment and is paid for from the Park Fund. I am asking for your approval on an emergency basis so that the necessary equipment can be ordered without delay and the project can proceed on schedule. Lead time on any equipment is 6 weeks at minimum. This is not an unanticipated expense or plan of action.

Please let me know any questions you might have.

Sincerely,

A handwritten signature in black ink, appearing to read "Nate", is written over a light blue horizontal line.

Nathan Mai-Lombardo
City Manager



Order Form

All Inclusive Rec, LLC.

P.O. Box 72, Farmington, Missouri 63640
Telephone: (314) 800-5101 / (866) 701 9787 Fax: (573) 701 9312
Steve@allinclusiverec.com

Proposal submitted to: City of Berkeley
Nathan Mai-Lombardo, CPM
Attn: City Manager
Proposal No. RFP 921
8425 Airport Rd
Berkeley, MO 63134
(314) 941-2644
Nathan@ci.berkeley.mo.us

4/18/2023

Job Name:
Splash Pad
Job Location:
Berkeley Municipal Pool

Client P.O #: _____

Ship To: Berkeley Municipal Pool
6400 Evergreen
Berkeley, MO 63134
Attn: Nathan Mai-Lombardo
(314) 941-2644

Ref. No.	Description	Quantity	Unit Price	Total Price
Rain-Drop Splash Pad				
Rain-Drop	REMOVING ALL ON-SITE ASSEMBLED FILTRATION AND RECIRCULATION EQUIPMENT			
PMP6-425-PK3-02	PUMP EQUIP PAK, 6" MFD, 7.5HP-3			
VFD-751230	VFD FOR SINGLE PHASE INPUT 7-1			
RSVR-F30-1-1-01	RSVR-FIBERGLASS-3000 GAL 1 DRN			
FLT-130PK1S	FILTER PAK-42" SAND FILTER W/			
SWT-004	SWITCH DISCONNECT 2HP 230V-1P			
CHL-750PK1L	CHLORINATION PAK-LIQUID W/ CAT			
	ADDING CLAM SHELL PRE-ASSEMBLED EQUIPMENT ENCLOSURE AND RESERVIOR			
Rain Drop	Added Splash Pad Equipment	1		\$ 69,500.00
Ideal Play & Surfacing	To install the clamshell per specs received, drain box, water service with backflow, all electrical needs per supplied info from Rain Drop, removal and replacement of needed concrete on North side of building for utilities, backfill of utility ditches, and restoration for this part of the project.			\$ 113,665.00
	40'X20' Slab encasing the clamshell, tank and chemicals surrounded by black chain-link fence			\$ 25,080.00
			Freight	\$ 8,000.00
			Total	\$ 216,245.00

	Quotation good for thirty (60) days.
Taxes:	Not included (Tax Exemption Certificate Required)
Ship:	Minimum FOUR weeks from date of order.
Deposit:	50%
Terms:	Upon Credit Approval
*Installation:	Installation numbers are included above

**Paperwork (PO's, Deposit Checks, Etc.) Should Be Made Out to
All Inclusive Rec, P.O. Box 72, Farmington, Missouri 63640.**

Signature: _____

Title: _____

Date of Acceptance: _____

Terms:

1. ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Any alterations or deviations from the above will be executed only upon written orders and will become an extra charge over and above the estimate.
2. "I/We understand that all accounts are payable to All Inclusive Rec LLC according to the terms shown on each invoice, and if not paid on or before said date, are then delinquent. I/We agree to pay any and all service charges added each month to past due invoices. Terms are Net 30 days upon delivery with approved credit. All charges are due and payable in full at - **All Inclusive Rec, P.O. Box 72, Farmington, MO 63640**, unless notified in writing to the contrary. To the extent the terms and conditions of any purchase order/contract and/or any purchase order/contract confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail
3. The above pricing (if more than one item) is based upon a package purchase. Any adjustments may be subject to a price revision.
4. Customer is responsible for the off-loading of the equipment unless otherwise agreed to and an accurate inventory should be taken at the time and any missing or damaged parts should be noted to the Driver. You have 60 days to report any missing or damaged parts to your sales representative. **Truck Driver will not unload**
5. I/We understand that all cancellations or return of any order(s) will result in restocking fees, related freight charges and or administration fees and are clients responsibility and I/We agree to pay any and all of the charges and fees
6. Installation quoted is based on normal soil conditions. Any abnormal underground obstructions or conditions will result in additional costs or fees.
7. Lien Releases: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
8. Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser