



STAFF REPORT

DATE: 8/8/2018

CONSENT

ITEM #: 10

TO: City Council

FROM: Rob Weldon, Public Works Director

AGENDA ITEM: Purchase of Hockey/Pickle Ball Dasher Boards

REVIEWED BY: Kristina Handt, City Administrator
Ben Prchal, City Planner

BACKGROUND: As part of the 2018 Capital Improvement Plan the city intends to reconstruct 36th St N and Layton Ave N (Old Village Phase 4) on the northern border of Lions Park. As with other Old Village Phases, improvements will be made to be made to the street and water system in addition to the installation of sanitary and storm sewer to the area. Since the natural geography of the area is relatively flat, there are very few options to incorporate adequate storm water drainage. After review of numerous options the most cost effective and sensible option would be to install a storm water pipe from the intersection of 36th St. N and Layton Ave. N southward through the eastern edge of Lions Park. In doing so amenities in this area of the park will need to be removed and replaced in kind, or relocated and updated to offer new amenities that meet the need of today's park users.

ISSUE BEFORE COUNCIL: Does the City Council support and approve the purchase of permanent Dasher Boards to encompass the approved Pickle Ball and Hockey Rink to create a new year round park amenity at Lions Park?

PROPOSAL DETAILS/ANALYSIS: As part of the June 6, 2018 City Council meeting Old Village Phase 4 Street and Utility Improvements were approved for the 36th St N and Layton Ave. N area of the city. A portion of that approval covered the re-paving and conversion of the existing tennis court to a Pickle Ball court due to the routing of a new storm sewer pipe in this vicinity. Since the Dasher Boards were not a part of the existing park they were not included in the scope of Old Village Phase 4.

The addition of the Dasher Boards would provide venue in the park that can be utilized the entire year by Pickle Ball players in the summer and Hockey players in the winter. The boards would be a permanent feature and constructed in a way to offer natural/rustic appearance. By repurposing this area, existing park space will become a multi-use area bringing a new amenity to Lake Elmo Parks while utilizing and existing space with outdoor lighting.

As part of the March 19, 2018 Parks Commission Meeting this proposal was brought forward and discussed with the recommendation of the Parks Commission to transform the existing tennis court area into a multi-use Pickle Ball and Hockey Rink with Dasher Boards encompassing the area.

FISCAL IMPACT: Cost of the Dasher Boards and supervised installation is anticipated to be \$29,083.25. This cost includes shipping and a company representative to assist Public Works Staff with construction. Funding for the purchase will be through the Park Dedication Fund

OPTIONS:

- Recommend Purchase of Dasher Boards for Lions Park
- Deny Purchase of Dasher Boards Lions Park
- Table for further discussion

RECOMMENDATION:

“Motion to recommend purchase of BAP 4.0 Outdoor Hockey Dasher Board System from Becker Arena Products for an amount not to exceed \$35,000”

ATTACHEMNTS:

- Becker Arena Products Quote (through National Joint Powers Purchasing Coop – Sourcewell Program)
- Park area map
- Photo of proposed product



Customer #: 8731

Quotation #: 10003906

Revision #: 1

Date: July 30, 2018

Proposal Expiration Date: October 1, 2018

Your Sales Consultant: Brad Peterson

Prepared For:

Mr. Rob Weldon

City of Lake Elmo

3880 Laverne Avenue North

Lake Elmo, MN 55042

Project Location:

City of Lake Elmo

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects - Guaranteed

This system is available through the Sourcewell Cooperative Purchasing Program at discounted pricing. [BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 – BAP](#)

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Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.



Per your inquiry, below please find the revised pricing for the following dasher board system.

BAP4.0 DASHER BOARD SYSTEM

Becker Arena Products, Inc. shall furnish one BAP4.0 Outdoor Hockey Dasherboard System with the option for supervision of the installation. The pricing is based on the information furnished and will include the following items and features.

BAP4.0 DASHER MATERIALS

- 368 lineal feet of BAP4.0 *Signature Series* wood framed dasher boards
- Rink Size: 120' x 80' x 20' radius corners
- 2" schedule 40 galvanized pipe dasher board supports 4' high for the sides of rink with foot plate to be mounted to existing **[4' overall length supports]**
- 2" schedule 40 galvanized pipe dasher board supports 8' for ends and radius of rink with foot plate to be mounted to existing curb with 4' length above the boards to support the fence **[8' overall length supports]**
- Two (2) frame only for a 12'-0" equipment gate (Not a hinged gate – 2 x 12 lumber stacks in a frame to create a gate)
- One (1) access gates – gate latches and hinges
- All steel framing components hot dip galvanized after fabrication
- 2 x 12 x 10' long treated lumber for the sides and straight ends
- 2 x 6 x 4' long treated lumber for the radius corners (Positioned vertically)
- Dasher panels are assembled on site
- Includes all hardware required for installation

CHAIN LINK FENCE

- 208 lineal feet (104 lineal feet on each end and two adjacent radius corners) of 4' high x 9 gauge galvanized chain link fabric with 2" sch 40 supports (Extended length of dasher frame support post, two horizontal support rails and all hardware for a complete installation)
- Four (4) each shield termination pads

DELIVERY

- Freight to Lake Elmo, Minnesota
- Customer is responsible for unloading all materials.

SUPERVISION OF INSTALLATION

See option listed below

TOTAL PRICE DELIVERED ONLY

\$ 24,865.25

SOURCEWELL PROGRAM DISCOUNTS

BECKER ARENA PRODUCTS, INC. – VENDOR CONTRACT #030117-BAP

SOURCEWELL BASE PRICE DISCOUNT – 5%

\$ 1,243.26

BASE PRICE WITH 5% SOURCEWELL DISCOUNT

\$23,621.99 Accept _____



OPTION - SUPERVISION OF INSTALLATION

Becker Arena Products, Inc. will furnish an installation supervisor for the dasher system described above. The supervisor will be furnished for 40 hours (**Non-union/at the prevailing wage labor rate for Carpenter Classification Washington County, Minnesota**) at 4 four consecutive days at 10 hours per day. Customer will be required to provide a crew of three with basic carpentry skills for the duration of the supervision, a fork lift and all tools for the installation (Tool list to be provided). Customer to dispose of any packaging or scrap materials.

TOTAL PRICE SUPERVISION ONLY \$ 4,218.00

SOURCEWELL PROGRAM DISCOUNTS

BECKER ARENA PRODUCTS, INC. – VENDOR CONTRACT #030117-BAP

SOURCEWELL BASE PRICE DISCOUNT – 5%	(\$ 210.90)
BASE PRICE WITH 5% SOURCEWELL DISCOUNT	\$ 4,007.10 Accept ____

OPTION - COMPLETE INSTALLATION

Becker Arena Products, Inc. will furnish an installation supervisor for the dasher system described above along with a union installation crew. The supervisor will be furnished for the installation (**Non-union/at the prevailing wage labor rate for Carpenter Classification Washington County, Minnesota**), a union installation crew, fork lift and all tools for the installation and a dumpster service for the disposal of any packaging or scrap materials.

TOTAL PRICE INSTALLATION ONLY \$ 27,468.00

SOURCEWELL PROGRAM DISCOUNTS

BECKER ARENA PRODUCTS, INC. – VENDOR CONTRACT #030117-BAP

SOURCEWELL BASE PRICE DISCOUNT – 5%	(\$ 1,343.40)
BASE PRICE WITH 5% SOURCEWELL DISCOUNT	\$ 26,124.60 Accept ____



Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

45% due upon placement of order	(\$ _____)
45% due 10 days prior to delivery	(\$ _____)
10% due upon delivery and installation	(\$ _____)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract #10003906 Rev1 is accepted with initialed options:

Purchaser Signature

Becker Arena Products, Inc.

Title

Title

Print Name

Print Name

Date

Date

Sourcewell Member Number

030117-BAP
Sourcewell Contract Number

Becker Arena Products, Inc. is an Equal Employment Opportunity Employer



Becker Arena Products, Inc.

STANDARD TERMS AND CONDITIONS

1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.

2. Delays. Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.

3. Arbitration. Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.

4. Mechanic's Lien or Bond Rights. Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.

5. Change Orders. A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.

6. Production Schedule, Installation Schedule, and Storage. When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 16 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

Dasher Board Systems

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

7. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
 - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
 - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
 - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.



8. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

9. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

10. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

11. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturer's color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

12. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.



3 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is one year from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 37 months from date of delivery of the System. These remedies are Purchaser's **exclusive** remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightning, (f) damage caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 37 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.



