



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, MARCH 12, 2020
7:30 PM

Darryl C. Aubrey
Mayor

Mark Mullinix
Vice Mayor

David B. Norris
President Pro Tem

Susan Bickel
Councilmember

Deborah Searcy
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

ROLL CALL

INVOCATION – MAYOR AUBREY

PLEDGE OF ALLEGIANCE – VICE MAYOR MULLINIX

AWARDS AND RECOGNITION

1. Commendation to Coach Sam Budnyk
2. Proclamation - Village of North Palm Beach Professional Firefighters Local 2928 "Fill the Boot Days"

APPROVAL OF MINUTES

3. Minutes of the Regular Session held 2/27/20

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

- 4.** **RESOLUTION** - Amending Resolution 2019-128 to provide for an alternate vendor for the installation of pool equipment at the Country Club and modify the cost.
- 5.** Receive for file Minutes of the Environmental Committee meeting held 1/27/20.
- 6.** Receive for file Minutes of the Planning Commission meeting held 2/4/20.

OTHER VILLAGE BUSINESS MATTERS

- 7.** **RESOLUTION – COUNTRY CLUB POOL CHILLER, FENCING AND CEMENT PAD CONTRACT**
Approving a Contract with Spado Construction, LLC (d/b/a Spado Pool Construction) for the purchase and installation of a swimming pool chiller, fencing and cement pad in the amount of \$64,107.64; authorizing execution of the Contract and approving a budget amendment to fund the purchase.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

**DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
FEBRUARY 27, 2020**

Present:

Darryl C. Aubrey, Sc.D., Mayor
Mark Mullinix, Vice Mayor
David B. Norris, President Pro Tem
Susan Bickel, Councilmember
Deborah Searcy, Councilmember
Andrew D. Lukasik, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Aubrey called the meeting to order at 7:30 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Aubrey gave the invocation and Vice Mayor Mullinix led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held February 13, 2020 were approved as written.

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Tim Hullihan, 840 Country Club Drive gave an example of and discussed the concept of individual rights.

These residents addressed the Council regarding their concerns about the Village's recreation vehicle ordinance:

Howard Gorman, 708 Lighthouse Drive
Cathy Graham, 508 Fairwind Drive
Bill Hipple 539 Captains Road
Steve Luisi, 637 Dogwood Road

Ken Putnam, 505 Harbour Road
Michelle Vazzaria, 643 Pilot Road
Mark Wendt, 209 Laurel Road

CONSENT AGENDA

Councilmember Bickel moved to approve the Consent Agenda. President Pro Tem Norris seconded the motion which passed unanimously. The following items were approved:

Receive for file Minutes of the General Employees Pension Board meeting held 11/7/19.

Receive for file Minutes of the Recreation Advisory Board meeting held 1/14/20.

RESOLUTION 2020-20 – BLANKET PURCHASE ORDER FOR ANNUALS AND PLANTINGS

A motion was made by President Pro Tem Norris and seconded by Councilmember Searcy to adopt Resolution 2020-20 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR ANNUALS AND PLANTINGS FOR ROADWAYS, FACILITIES AND PARKS; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Steven Hallock explained that the purchase would provide landscape plantings for areas around the Village such as the Lakeside Park dunes and for median landscape repairs.

Thereafter, the motion to adopt Resolution 2020-20 passed unanimously.

RESOLUTION 2020-21 – REVISIONS TO PURCHASING POLICIES AND PROCEDURES

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Searcy to adopt Resolution 2020-21 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REVISING THE VILLAGE’S PURCHASING POLICY AS SET FORTH IN THE VILLAGE’S ACCOUNTING POLICIES AND PROCEDURES MANUAL FOR INTERNAL CONTROLS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik gave a presentation and explained the proposed changes to the Village’s Purchasing Policy. Mr. Lukasik explained that Council had recommended making changes to the policy since staff had recently been asking for more waivers of the policy. Mr. Lukasik discussed and explained the current purchasing thresholds. The current thresholds for Department Heads do not require a purchase order for a purchase of up to \$2,500. It was recommended that the \$2,500 threshold be changed to \$5,000 which would reduce the number of minor transactions reviewed by Department Heads, provide mid-management staff with reasonable purchasing responsibilities and reduce the need for written quotes. Mr. Lukasik reviewed the current policy for purchases between \$2,500 and \$25,000. The current policy requires three written quotes which can be verbal in some instances, Department Head, Finance Director and Village Manager approval is required for purchases between \$2,500 and \$10,000 and Council approval can be made on the Consent Agenda for purchases between \$10,000 and \$25,000. It was recommended to change the threshold to purchases between \$5,000 and \$50,000, and change Department Head, Finance Director and Village Manager approval for purchases to between \$5,000 and \$25,000 and Council approval on Consent Agenda to between \$25,000 and \$50,000. The benefit of these changes would make the Village Manager’s threshold which was established in 1991, more consistent with other communities and more time efficient. It would also eliminate the RFP process for smaller items which in turn would encourage better vendor response. The current policy requires vendor response to an RFP for purchases over \$25,000. It was recommended to change the threshold for the use of an RFP and Council approval to purchases over \$50,000. Mr. Lukasik discussed other recommended changes to the policy. It was recommended to eliminate the requirement that a “piggyback” contract be no more than 18 months old and change it to “currently in effect”. Change orders over \$10,000 currently require Council approval and it was recommended that it be changed to \$25,000. Final payments over \$100,000 require Council

RESOLUTION 2020-21 – REVISIONS TO PURCHASING POLICIES AND PROCEDURES *continued*

approval and it was recommended to change the requirement to over \$500,000. Blanket purchase orders require approval of the Department Head, Finance Director or Village Manager up to \$10,000 and Village Council approval for over \$10,000. It was recommended to increase the threshold to \$25,000. Emergency Purchases can be approved by a Department Head and Village Manager for purchases up to \$2,500. It was recommended to increase the threshold to \$25,000. Emergency purchases between \$2,500 and \$25,000 require Village Manager approval with Council confirmation. It was recommended to increase the range to \$25,000 and \$50,000. Emergency purchases over \$25,000 require Council approval. It was recommended to increase that amount to \$50,000.

Tom Magill, 119 Atlantic Road stated that the Audit Committee endorsed the recommended purchasing policy revisions. He recommended that emergency purchases be kept to a minimum.

Public Works Director Steven Hallock discussed and explained his experiences with the current purchasing policy and gave examples of how the recommended revisions to the purchasing policy would improve efficiency for staff and would be a benefit to the Village and its residents.

Vice Mayor Mullinix asked for clarification on final contract payments.

Mr. Lukasik explained that final payments are withheld on contracts. Release of the final payment requires Council approval. Staff was recommending a change in the threshold requirement amount from \$100,000 to \$500,000.

Fire Rescue Chief J.D. Armstrong gave an example of an instance where one of his staff had a very difficult time getting quotes for annual fire hose testing. There were a limited amount of companies who offer that service and it took a very long time to obtain the three required quotes.

Discussion ensued between Council and staff regarding the proposed revisions to the purchasing policy.

President Pro Tem Norris expressed his concerns with the proposed revisions to the purchasing policy.

Councilmember Searcy asked for clarification on the portion of the policy that states that quotes can be verbal in some instances.

Mr. Lukasik explained that the statement regarding verbal quotes was not a change that they were recommending but that it was already in the current policy. Mr. Lukasik recommended keeping the language regarding verbal quotes in the policy to provide more flexibility.

Discussion ensued between staff and Council regarding the recommended changes to the amount of required quotes and required threshold amounts in the purchasing policy.

Mr. Lukasik recommended changing a portion of language in the Purchasing Policy on page 8, b. 1. under Determining Purchasing Methods where it stated “Where a written quote is not available and on approval of the Village Manager, a memorandum from the Department Head documenting the three (3) verbal quotes is required” to alternatively state “Where three (3) written quotes are not available, and on approval of the Village Manager, a memorandum from the Department Head documenting the reason there are fewer than (3) quotes is required.”

RESOLUTION 2020-21 – REVISIONS TO PURCHASING POLICIES AND PROCEDURES *continued*

Council agreed and accepted Mr. Lukasik's recommended change to the language on page 8, b. 1. of the Purchasing Policy.

Thereafter, the motion to adopt Resolution 2020-21 passed unanimously.

VILLAGE COUNCIL MATTERS/REPORTS

Mayor Aubrey commented on the history and time spent revisiting the boats and recreational vehicles ordinance. Mayor Aubrey stated that it would be difficult to meet everyone's expectations with regards to the ordinance. Mayor Aubrey explained that recreational vehicles have become larger since the ordinance was established, but the streets, yards and lots have not changed in size. Mayor Aubrey stated that the ordinance needed to be tweaked but not entirely changed. Mayor Aubrey stated that there were recommendations brought forward by recreational vehicle owners. Mayor Aubrey stated that in his opinion he would consider allowing a recreational vehicle height of 12 feet excluding the roof top air conditioning unit and allowing the view from the street if the vehicle was ideally parked at least 10 or 20 feet behind the gate. Mayor Aubrey stated that the goal would be to provide balance in three areas which were to balance a recreational vehicle owner's right to the use and enjoyment of their property, consider the use and enjoyment of their neighbors' property and lastly consider the appearance of the Village.

President Pro Tem Norris stated that he was willing to revisit the recreational vehicles ordinance and agreed that the screening requirement needed to be addressed. President Pro Tem Norris stated that more education on the special exception application process was needed. President Pro Tem Norris recommended having a workshop to discuss the recreational vehicles ordinance.

Councilmember Searcy stated that she has always been willing to hear from residents on both sides of the recreational vehicle ordinance issue, but that it was not possible to meet everyone's expectations regarding the ordinance and that Council needed to be willing to finalize the ordinance and agree that not everyone's expectations can be met.

Discussion ensued between Council regarding revisiting the recreational vehicles ordinance.

Mayor Aubrey recommended directing staff to review the recommendations received from the recreational vehicle owners and to bring back their recommendations at a workshop where the Council can review a limited number of possible revisions to the recreational vehicles ordinance.

Vice Mayor Mullinix recommended putting a hold on any fines that may have been imposed on recreational vehicle owners by the Special Magistrate.

Councilmember Bickel stated that it was her understanding that no fines would be assessed until May.

Community Development Director Jeremy Hubsch agreed and stated that if any fines were scheduled to be assessed in April, that the case could be extended as many days as needed.

Council came to a consensus to suspend any recreational vehicle code violations or fines assessed until the recreational vehicles ordinance is addressed.

VILLAGE COUNCIL MATTERS/REPORTS *continued*

Mr. Hubsch stated that the Code Compliance Department would suspend giving any notices of violation to recreational vehicle owners until the ordinance was addressed and that if the ordinance was not addressed by April, any violation cases that come up for fine assessment would have the compliance date extended.

Mayor Aubrey asked how long it would take staff to bring back recommendations for the recreational vehicle ordinance.

Mr. Hubsch stated that staff could bring back something for Council to review to the Regular Council meeting on March 26th.

Councilmember Bickel recommended that Council give a donation to the Blue H.E.L.P. Walk to Honor event in Palm Beach Gardens.

Discussion ensued between Attorney Rubin and Councilmembers regarding the approval and amount of the donation.

Councilmember Bickel asked that Council and staff review her donation request and bring it back to a future meeting to be voted upon.

Councilmember Bickel stated that the lighted sign at the First Presbyterian Church on Prosperity Farms Road was very bright and asked that future signs in the Village be required to be dimmer.

Mr. Hubsch stated that the sign was still not finalized and the Community Development Department would work with the sign company to have the light made dimmer.

Vice Mayor Mullinix stated that there will be less storage spots for boats and recreational vehicles at Anchorage Park after it is renovated. Vice Mayor Mullinix recommended reviewing and reexamining the plans for Anchorage Park and the possibility of keeping those storage spaces.

Discussion ensued between staff and Councilmembers regarding the renovations to Anchorage Park and the loss of boat and recreational vehicle storage spaces.

Councilmember Searcy asked if the Village had a plan in place for a possible global pandemic.

Mr. Lukasik stated that Communications Manager Ed Cunningham has been in communication with the Center for Disease Control. The information being given to the public are to keep your hands washed, do not go to work when sick, and throw tissues away when sneezing or coughing into them. Mr. Lukasik stated that he and staff would be in communication with the Palm Beach County Department of Health and Emergency Operations Center and would follow their lead.

Chief Armstrong stated that there were state surveys being circulated to find out the status of the Fire Departments medical equipment and he and staff have been working on those surveys.

Communications Manager Ed Cunningham stated that the latest information from the County on the possible pandemic has been updated and posted on the Village website, Nextdoor, Facebook and Twitter.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Lukasik gave an update on the new marquee sign for the Country Club.

Special Projects Director Chuck Huff discussed the design and lighting on the new marquee sign for the Country Club. Mr. Huff stated that it would take approximately three months for the sign to be completed and installed.

Discussion ensued between Councilmembers and staff regarding the design, colors and pricing of the proposed marquee sign for the Country Club.

Special Projects Director stated that he would bring back two more quotes for the new marquee sign at the Country Club.

Mayor Aubrey asked that the quote for the new marquee sign indicate what is being charged for the design work and what is being charged for the construction and installation of the sign.

Mr. Huff stated that he would find out the pricing of the design work and the construction and installation of the marquee sign.

Mr. Huff stated that the traffic loops were installed at the Country Club. Mr. Huff gave an update on the new employee parking lot at the Country Club and stated that light poles have been installed and the lighting would be installed the following week.

Councilmember Bickel stated that she received a complaint that the parking lot near the tennis courts at the Country Club was unattractive and in need of landscaping.

Councilmember Searcy stated that the complaint received was about the view of the road from the tennis courts.

Mr. Lukasik stated that the landscaping that the view of the road from the tennis courts was on the list of items to be addressed at the Country Club.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:26 p.m.


Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Beth Davis, CCM, General Manager

DATE: March 12, 2020

SUBJECT: **RESOLUTION** – Amending Resolution No. 2019-128 to provide for an alternate vendor for the installation of pool equipment and increase the amount of the project by \$600.00.

Village Staff is requesting approval of the attached Resolution providing for a change in vendor and prices for the installation of pool equipment at the North Palm Beach Country Club originally approved by Resolution No. 2019-128.

Resolution 2019-128 approved the installation of the equipment by Family Pools, Inc. at a cost of \$6,900. Subsequent to the Council’s approval of the Resolution, the scope of work changed due to requirements and placement of the diving board anchor and dive-well ladder. Staff did not agree with the original vendor’s plan to paint the cement pad in lieu of re-installing pavers over the anchor pad. With the addition of the required swim-out ladder, the proposal exceeded the approved installation cost of \$6,900.

Staff solicited three quotes for the installation work, as revised. Staff is recommending changing the installation vendor to Volcano Pools, Inc., who provided the lowest quote of \$7,500. Staff received two other proposals, one from Brosseit’s Pool Plumbing, Inc. in the amount of \$10,350 and one from the Family Pools, Inc. (the original vendor) in the amount of \$10,550.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Capital Projects	Country Club Clubhouse Project	K7600-66210	Construction and Major Renovation	\$7,500.00

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council adoption of the attached Resolution amending Resolution No. 2019-128 to change the vendor for the installation of pool equipment at the North Palm Beach Country Club pool from Family Pools, Inc. to Volcano Pools, Inc. at a cost of \$7,500 (for a total project cost of \$78,943.02), with funds expended from Account No. K7600-66210 (Country Club Clubhouse Project- Construction and Major Renovation), in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING RESOLUTION 2019-128 TO PROVIDE FOR AN ALTERNATE VENDOR FOR THE INSTALLATION OF POOL EQUIPMENT AT THE COUNTRY CLUB POOL AND MODIFY THE COST; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2019-128 on November 14, 2019, the Village Council approved the purchase of pool equipment from Lincoln Aquatics for the North Palm Beach Country Club pool at a cost of \$71,443.02 and the installation of equipment by Family Pools, Inc. at a cost of \$6,900 (for a total cost of \$78,343.02); and

WHEREAS, due to changes in the scope of work, the Village solicited new quotes for the installation of the equipment and recommended accepting the proposal from Volcano Pools, Inc. at a cost of \$7,500; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby amends Resolution No. 2019-128 to provide for installation of the equipment at the North Palm Beach Country Club pool by Volcano Pools, Inc. at a cost not to exceed \$7,500 (for a total project cost of \$78,943.02), with funds expended from Account No. K7600-66210 (Country Club Clubhouse Project – Construction and Major Renovation).

Section 3. All other parts of Resolution No. 2019-128, to the extent not expressly modified herein, shall remain in full force and effect.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee

Conference Room

Monday, January 27, 2020
6:00 pm

1. Call to Order
2. Roll Call:
 - Present: Ellen Allen, Camille Carroll, Lisa Interlandi, Karen Marcus, Mary Phillips, Shawn Woods, Kendra Zellner
 - Also Present: Vice Mayor Mullinix, Council Member Searcy, Jeremy Hubsch, Stephen Poh, Steve Hallock, Andy Lukasik
3. On a motion by Allen, supported by Interlandi, the Minutes of the November 21, 2019 meeting were approved.
4. Public Comments:
 - a. Discussion about any programs in the Village to accommodate electric cars. Committee suggested that staff evaluate any opportunities for grants to install chargers, etc.
5. Discussion items:
 - a. David Carson – PBC ERM. Discussed the use of Anchorage Park near the south end of the marina for the proposed oyster bed project. The Committee recommended that the Village Council support the implementation of the program at Anchorage Park.
 - b. Council Member Searcy discussed Project Clean-Up, which is scheduled for April 18.
 - c. Staff reported that the Village was including the Anchorage Park Restoration Project as part of the dry storage project. The Committee also discussed the use of Celsius, an herbicide, at the Village's parks and suggested that staff work with Precision Landscaping to develop a workplan.
 - d. Education
 - i. "Go Green" topics: information is being published in the Newsletter – the Committee asked that the graphics be changed to have it appear less like an ad.
 - ii. Business Promotion: local hair salon using green practices. The Committee supports highlighting the business' green practices.
 1. The Committee also reported that there are few opportunities in Crystal Cove to place recycling bins. Requested staff address this during any upcoming plan reviews.
 - iii. Speaker Series: Committee members are developing options for possible speakers.
 - e. Urban Gardens. Model after Lake Park. Waiting for a response from Lake Park contacts.
 - i. The Committee also suggested modeling a Tree City USA program similar to the one implemented in Lake Park.

- f. Review of proposed Commercial Landscape Code. The Committee asked that the latest draft be provided and reviewed at the beginning of the next meeting.

6. Adjournment



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY, FEBRUARY 4, 2020**

Present: Cory Cross, Chairman
Donald Solodar, Vice Chair
Jake Furlott, Member
Kathryn DeWitt, Member
Jonathan Haigh, Member
Lori Rainaldi, Member

Len Rubin, Village Attorney
Paola West, Principal Planner
Justin Revis, Planner
Andrew Lukasik, Village Manager

Not Present: Thomas Hogarth, Member
Jeremy Hubsch, Community Development Director

Council Member: David Norris, President Pro Tem

I. CALL TO ORDER

Chairman Cross called the meeting to order at 6:30 PM.

IA. ROLL CALL

All members of the Planning Commission were present except Mr. Hogarth.

II. APPROVAL OF MINUTES

The Minutes of the January 7, 2020 Regular Meetings were approved as written.

III. DELARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

A. CERTIFICATES OF APPROPRIATENESS

1. COA 2019-2170: RJR ML LLC Façade Renovation

Location: 210-212 US Highway 1

Request: An application submitted by Harry Seaman on behalf of RJR ML LLC requesting Certificate of Appropriateness (COA) approval for building façade renovations.

Minutes of Village Planning Commission Regular Meeting held on February 4, 2020

Mrs. West presented the Staff report and recommendation. The applicant is requesting approval of façade renovations to an existing consignment building. The applicant proposes to remove the existing canopy, install sconces, repaint the exterior front, install new store finishes, and fill in an existing window. The existing building color is white, with a blue colored aluminum awning. The proposed building color will be “Extra White” (Sherwin Williams SW-7006) with an accented portion of the façade to be Porcelanosa “Jersey Mix”. All awnings, door frames, and window frames will be painted “Tricorn Black” (Sherwin Williams SW 6258) along with a band at the top of the façade in “Grizzle Gray” (Sherwin Williams SW 7068). The sign concept for the complex is not finalized and will be submitted separately for review by the Planning Commission at a later date. Staff requests the Commission include the following condition(s) as a part of their order:

1. Obtain a permit for the proposed awning as approved herein.

Victor Flores, Paramount Construction Specialists, Inc., 6671 W. Indiantown Rd., Jupiter, was present to represent the project.

The Planning Commissions discussion included whether the porcelain material is rated for outdoor use; whether the Papa John’s Pizza is attached to the property; whether the planter in front will be removed; whether the signage will be approved separately; and whether the soffit will wrap around the building, and overall favorable comments on the updated façade.

Motion: Mr. Solodar moved to approve the application with Staff’s recommendation that a permit be obtained for the project. Mr. Furlott seconded the motion, which passed 6-0.

V. ADMINISTRATION MATTERS

A. Preliminary copies of the FIRM and FIS report available now at <https://www.fema.gov/preliminaryfloodhazarddata>

- a) 1st Public Open House meeting tentatively scheduled for today, February 4, 2020 at the Mary V. McDonald-Wilson Center (1505 N. Australian Avenue, West Palm Beach, FL 33401) from 4-7pm.
- b) 2nd Public Open House tentatively scheduled for tomorrow, Wednesday February 5, 2020 at Mary V. McDonald-Wilson Center (1505 N. Australian Avenue, West Palm Beach, FL 33401) from 9am-12pm.

B. Staff Updates – Staff will be attending the 2nd Public Open House of the FIRM and FIS report on February 5th.

C. Commission Member Comments: None

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 6:40 P.M.

Minutes typed by Jane Lerner

VILLAGE OF NORTH PALM BEACH COUNTRY CLUB

TO: Honorable Mayor and Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Beth Davis, Country Club General Manager

DATE: March 12, 2020

SUBJECT: **RESOLUTION** – Approval a Contract with Spado Construction, LLC (d/b/a Spado Pool Construction) for the purchase and installation of a swimming pool chiller, fencing and cement pad at a cost of \$64,107.64 (with a total project budget of \$71,000) and approving a budget amendment to fund the purchase utilizing CIP Funds.

Village Staff is requesting Village Council approval to accept a proposal from Spado Construction, LLC (d/b/a Spado Pool Construction (“Spado Construction”)) to furnish a new commercial pool cooling system to be delivered and installed at the North Palm Beach Country Club aquatics facility. The cost of this contract shall not exceed \$64,017.64, and includes the removal and disposal of the existing fence, the supply and installation of a new concrete pad, the supply and installation of a new chiller, and the supply and installation of a new aluminum white picket fence around all of the equipment. The equipment requested is recommended for commercial pools from 450,000 to 600,000 gallons to provide consistent and regulated pool water temperatures year-round.

Spado Construction provided the Village with the lowest bid for the scope of work in the amount of \$64,107.64. The Village received only one other response to the Invitation to Bid (the ITB was issued prior to the adoption of the Village’s amended purchasing policy guidelines which increased the threshold for an ITB to \$100,000). It was submitted by Family Pools in the amount of \$102,400. Staff contacted Spado Construction’s references and found them to be qualified to complete the work. Village Staff believes that, through the ITB process, the Village is obtaining the pool equipment at a competitive price. Additionally, Staff is seeking to add \$6,892.36 for contingency, for a total project budget of \$71,000.

Funding Source (CIP):

During the FY2020 budgetary process, a total of \$50,000 was budgeted for a pool chiller utilizing “General Revenues” within the five-year Capital Improvement Plan. The project includes the purchase and installation of a chiller for the pool to address the frequent complaints received during the summer months regarding the water temperature. The “General Revenue” funds for capital items are held in the Village’s CIP fund and transferred to the project account when a contract is awarded.

Additional Funding Source:

To fund the balance of the total project cost (\$21,000), Village Staff proposes to use savings from the Evidence Room Project. The budget for this project was \$100,000, but the actual cost was \$75,421, resulting in a savings of \$24,579.

Budget Amendment:

The following budget amendment below utilizes \$50,000 in CIP funds and \$21,000 from savings in the Evidence Room project for the Pool Chiller project:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K8051-66490	Pool – Machinery & Equipment	\$71,000	
K5710-66200	Public Safety Building		21,000
K5541-66000	Reserve Expenses - Capital		50,000
Total Capital Projects Fund:		\$71,000	\$71,000

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation: Village Staff recommends Council consideration and adoption of the attached Resolution approving a Contract with Spado Construction, LLC d/b/a Spado Pool Construction for the purchase and installation of a swimming pool chiller, fencing and cement pad at a cost of \$64,107.64 (with a total project budget of \$71,000), with funds expended from Account No. k8051-66490 (Pool – Machinery and Equipment), authorizing the Mayor and Village Clerk to execute the Contract and approving a budget amendment for the use of CIP Funds in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT AWARD TO SPADO CONSTRUCTION, LLC D/B/A SPADO POOL CONSTRUCTION FOR THE PURCHASE AND INSTALLATION OF A SWIMMING POOL CHILLER, FENCING AND CEMENT PAD AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; APPROVING A BUDGET AMENDMENT TO TRANSFER \$50,000 FROM THE CAPITAL PROJECTS FUND ACCOUNT AND \$21,000 FROM THE PUBLIC SAFETY BUILDING CAPITAL ACCOUNT TO THE POOL – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT TO PROVIDE FUNDING FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued an Invitation to Bid for a Commercial Pool Cooler System (including the purchase and installation of a chiller, concrete pad and fencing) at the North Palm Beach Country Club; and

WHEREAS, the Village received two bids in response to the to the ITB, and Village Staff recommended accepting the lowest, most qualified bid proposal submitted by Spado Construction, LLC d/b/a Spado Pool Construction; and

WHEREAS, the Village wishes to transfer \$50,000.00 from the Capital Projects Fund and \$21,000 from the Public Safety Building Capital Account to provide the necessary funding for this project; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with Spado Construction, LLC d/b/a Spado Pool Construction for the purchase and installation of a swimming pool chiller, fencing and cement pad in the amount of \$64,017.64, with funds expended from Account No. K8051-66490 (Pool – Machinery and Equipment). Including contingency, the total project budget shall be \$71,000.00. The Village Council further authorizes the Mayor and Village Clerk to execute a contract for such services, a copy of which is attached hereto and incorporated herein.

Section 3. In order to appropriate funds for this project, the Village Council hereby approves the following budget amendment and authorizes and directs the Mayor and Village Clerk to execute the budget amendment for and on behalf of the Village of North Palm Beach:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K8051-66490	Pool – Machinery & Equipment	\$71,000	
K5710-66200	Public Safety Building		21,000
K5541-66000	Reserve Expenses - Capital		50,000
Total Capital Projects Fund:		\$71,000	\$71,000

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of the _____ day of _____, 2020, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and SPADO CONSTRUCTION, LLC, a Florida limited liability company d/b/a SPADO POOL CONSTRUCTION, hereinafter referred to as the CONTRACTOR, whose Federal I.D. No. is 82-4931882

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the Invitation to Bid for a new Commercial Pool Cooler System and as further stated in CONTRACTOR's Bid Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents referenced therein in accordance with the Bid Proposal (hereinafter referred to as "Work"), which are incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

B. The Work provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon receipt of Purchase Order.

ARTICLE 2. PERIOD OF SERVICE.

A. This Contract and the provision of all Work hereunder shall be completed by the CONTRACTOR no later than May 1, 2020.

B. The CONTRACTOR shall not be considered in default by reason of any failure in performance of the Work if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; unreasonable utility provider delays, unreasonable permitting delays and abnormally severe and unusual weather conditions.

C. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE's rights to change, terminate, or stop any or all of the work at any time.

D. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay,

disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the VILLAGE or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the schedule in this Contract as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village General Manager.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the CONTRACTOR in accordance with CONTRACTOR's Bid Proposal in response to the ITB. The total and cumulative amount of this Contract shall not exceed **Sixty-Four Thousand One Hundred and Seven Dollars and Sixty-Four Cents (\$64,107.64)**.

B. CONTRACTOR shall invoice the VILLAGE on the form provided as Exhibit "A" and include such information as requested in Exhibit "A". Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Work shall be invoiced when the Commercial Pool Cooling System is installed and accepted by the VILLAGE's representative. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in this Contract without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

ARTICLE 5. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

ARTICLE 6. PERSONNEL.

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

ARTICLE 7. TERMINATION.

A. This Contract may be cancelled by the CONTRACTOR upon ten (10) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days written notice to the CONTRACTOR.

ARTICLE 8. FEDERAL AND STATE TAX.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

ARTICLE 9. INSURANCE.

Prior to commencing any Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Bid Documents. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

ARTICLE 10. SUCCESSORS AND ASSIGNS.

The VILLAGE and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the CONTRACTOR.

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

The CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

ARTICLE 13. ACCESS AND AUDITS.

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 14. NONDISCRIMINATION.

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 15. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 16. AUTHORITY TO PRACTICE.

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the Work under this Contract, and that it will at all times conduct its business and provide the Work under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

ARTICLE 17. SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 18. PROTECTION OF WORK AND PROPERTY.

A. The CONTRACTOR shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. The CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work. CONTRACTOR shall comply with the VILLAGE's safety rules, a copy of which are attached hereto as Exhibit "B" and incorporated herein.

C. The CONTRACTOR shall have the responsibility to repair, rebuild or restore to its former condition any and all portions of existing utilities, structures, equipment, appurtenances or facilities, which may be disturbed or damaged due to his delivery of the trailer(s). The CONTRACTOR shall return all swale areas back to their original condition, including, but not limited to, repairing broken sprinklers, filling in ruts caused by the delivery, and replacing damaged grass.

ARTICLE 19. PRECAUTIONS/COORDINATION WITH CURRENT ACTIVITIES.

The CONTRACTOR shall conduct his operations in accordance with the Village's General Manager, who will provide direction on site to ensure coordination with the Country Club activities.

ARTICLE 20. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Andy Lukasik, Village Manager
951 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

Spado Construction, LLC
Attn: Patrick Runkewich, General Manager
1334 South Killian Drive, Suite 3
Lake Park, FL 33403

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 21. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 23. WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 24. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 25. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 26. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and other contract documents referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 27. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 28. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 29. DEFAULT.

A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

1. The filing of a lien by any sub-CONTRACTOR, sub-contractor or third tier sub-contractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
 2. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a
- Contract 7

court of law within thirty (30) days from the date of notice to the CONTRACTOR;
or

3. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.
4. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the Work under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

B. CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

ARTICLE 30. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of ten (10) years following delivery and acceptance of the system(s), subject to the conditions set forth in the Specifications. Should any Work fail to comply with this warranty during the warranty period of ten (10) years, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

ARTICLE 31. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.

Time is of the essence in all respects under this Contract, and the parties agree that the VILLAGE will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the VILLAGE if the work is not completed on time. Accordingly, instead of requiring any such proof, the VILLAGE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay to the VILLAGE an amount equal to \$250.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the CONTRACTOR.

ARTICLE 32. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 34. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 35. PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
MAYOR

ATTEST:

BY: _____
VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: _____
VILLAGE ATTORNEY

EXHIBIT "A"
INVOICE FORM

Invoice to be standard invoice provided by CONTRACTOR referencing the purchase order number and describing what the payment covers.

EXHIBIT "B"

North Palm Beach Safety Rules

1. CONTRACTOR shall meet with General Manager to schedule the date for delivery and installation to begin.
2. CONTRACTOR shall check-in at the General Managers office prior to beginning Work on site.
3. The following list is provided as a reference to the CONTRACTOR:
4. CONTRACTOR agrees to follow North Palm Beach clean-up procedures.
 - A. The Contractor shall, on an on-going basis or at the direction of the General Manager, keep the Project site and surrounding area free from accumulation of waste materials, debris or rubbish caused by performance of the Contractor's Work.
5. CONTRACTOR shall agree to coordination of work as directed by General Manager
 - A. Work will be sequenced to allow other trades access to the work prior to the completion of this scope.
 - B. To avoid conflicts, Contractor shall work in cooperation with all other subcontractors to coordinate Contractor's Work with the work of others to establish routes, entrances, and elevations for their installations and other installations. Even with such cooperative and coordination efforts, should a conflict occur, General Manager will be the final arbitrator of conflict resolution and General Manager decision shall be final. Contractor hereby agrees to abide by such decision and make any changes necessary to eliminate such conflicts without additional cost of expense to Owner.
 - C. Contractor shall furnish all required submittal drawings, mix designs, PE stamps, samples, warranties etc., as required for this scope of work by specification if applicable.
 - D. Contractor shall maintain accurate, up-to-date "as-built" drawings during construction. Contractor shall dimension all concealed connections to wall intersections. Contractor shall submit "as-builts" and warranties prior to substantial completion. Contractor shall submit final "as-built" documents in hard copy (4 copies) to the General Manager. PDF format is acceptable.
 - E. Any sediment or erosion control measures disturbed during the execution of this Agreement will be repaired/replaced by Contractor at Contractor's expense.
 - F. Contractor shall construct all work to be within the more stringent of the applicable codes and standards or the Contract Documents.
 - G. Contractor understands that the existing North Palm Beach Country Club facility

shall remain occupied/operational and fully functional during the project. Any disruption or damage to the existing utilities or systems caused by Contractor shall be treated immediately as an emergency repair at no additional cost.

H. Normal work hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday work hours are 10:00 a.m. to 8:00 p.m., No Sunday work or work on Holidays unless by special permit. Contractor may establish other work hours, as necessary, with permission from General Manager.

6. CONTRACTOR shall agree to abide by the parking requirements as follows:

A. Minimal parking for company vehicles will be in a small designated area as directed by the General Manager depending on the phase of the project. Personal vehicles will not be permitted on site. A designated parking area may be provided if space allows. All parking off-site shall be in compliance with the Village of North Palm Beach requirements. Those cars allowed on the North Palm Beach Country Club property must enter through the main entrance off US-1.

B. All other vehicles will be required to park in other areas as designated by the General Manager. It is the responsibility of the Contractor to enforce compliance of these parking regulations with their employees.

C. Violators of this policy will be towed at the Contractor's expense.

7. CONTRACTOR shall take all necessary safety precautions with respect to performance of the Contractor's Work and shall comply with applicable safety measures and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property.

8. CONTRACTOR agrees and acknowledges that it has assumed full responsibility and liability for safety precautions in connection with the construction means, methods, techniques, sequences, supervision and procedures pertaining to Contractor's Work.

A. Reporting Injuries

All accidents or injuries deemed Recordable, Lost Time or Restricted by OSHA, or non-injury incidents resulting in property damage or high potential for severe injury shall be reported immediately to the Weitz Project Superintendent, giving full details and identifications and statements of any witnesses. The Contractor shall be responsible for completing a written injury and/or incident investigation and providing such report to the Weitz Project supervision in a timely manner.

B. Excavations

Excavations must be sloped, shored or shielded, and must meet all other OSHA requirements. Before digging in any location, the Contractor must check to ensure that all underground utilities have been located and properly marked.

C. Housekeeping

Contractor shall maintain good housekeeping in and around its Work areas at all times. Stack materials so that safe clearances are maintained and falling is

prevented. Keep all walkways and aisles clear. Place cords and air hoses to one side to allow safe passage. Remove loose overhead material, dispose of garbage and remove oil and water spillage. Immediately remove or bend over nails protruding from lumber. Secure all stored or loose materials (especially on roof) to prevent it from becoming airborne.

D. Illumination

All of Contractor's Work areas shall be properly illuminated at all times.

E. Ladders

Contractor shall train its employees in the safe use of ladders and scaffolding as required. Defective ladders and scaffold components shall be tagged and removed from service.

F. Tools and Equipment

Tools, equipment, trucks, loaders, backhoes, cranes and forklifts shall be used, operated and maintained properly to prevent injury. No Contractor employee shall operate any equipment unless specifically authorized and trained to do so. Powder-actuated tools require certified training before use. Power tools shall be operated only by authorized personnel and with guard's in-place. Hand tools such as hammers and chisels shall be properly used and maintained. All slings, choker and rigging equipment shall be free of defects. All hooks must have safety latches or keepers. Taglines shall be used to control loads when their use does not create an additional hazard. Tampering with or unauthorized use or removal of fire extinguishers from assigned locations is prohibited. All of Contractor's tools and equipment must be inspected daily by Contractor before use. Damaged tools shall be tagged "DO NOT USE" and removed from service immediately. Documentation of training and inspections shall be provided to Weitz upon request.

G. Unsafe Acts

Contractor's employees who report for work under the influence of intoxicants or narcotics or engage in the consumption of them on the Project site will be removed from the Project site. Contractor's employees who engage in horseplay, fistfights, unsafe acts, whistling, yelling at the public or obscene gestures will be removed from the Project site. Weapons of all types, including firearms, are strictly forbidden on the Project site.

H. Equipment Usage

The Contractor agrees to bring all equipment needed to perform the Work on this project and not utilize any equipment at the site that belongs to others.

I. Project Site Communications

Contractor shall have on site at all times a supervisor (or multiple supervisors if required by crew size) that is able to speak, understand and communicate in English all job site safety and contractual requirements, obligations and responsibilities to Contractor's workers and employees.

J. Site Authority

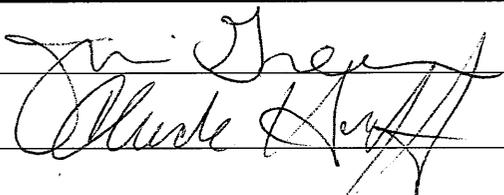
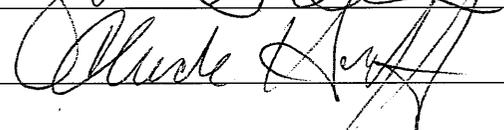
The General Manager shall be the final authority on all issues pertaining to site use, storage, safety issues, working space, parking, coordination among trades, and

all other common area site issues, and Contractor agrees to comply with all of General Manager decisions, rules and directives pertaining thereto.

K. Protection of Materials and Equipment

Contractor shall protect all material and equipment, which has not yet been incorporated into the Project. Where installed materials or equipment is subject to weather damage, Contractor shall provide protection until the Project is sufficiently complete to avoid damage.

Village of North Palm Beach Bid Summary Sheet

Proposal for: Commercial Pool Cooler System		Date: February 18, 2020		No. of Proposals Received:
DESCRIPTION	VENDORS			
Requirements: requesting bids for a new commercial pool cooler system to be delivered and installed at 951 U.S. Highway One. The Village is currently estimating to be ready for this system installation in April 2020 with completion scheduled to be no later than May 1, 2020.	Spado Construction LLC 1334 S. Killian Drive, Suite 3 Lake Park, FL 33403	Family Pools Inc. 873 SW South Macedo Blvd. Port St. Lucie, FL 34983		
	\$64,107.64	\$102,400.00		
VILLAGE OFFICIALS PRESENT (Signature)		VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)		
 				

VILLAGE OF NORTH PALM BEACH

INVITATION TO BID FOR

Commercial Pool Cooler System

Bidder: Spado Pool Construction, LLC

Proposal #022-20

February 17th, 2020



VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FL 33408

**ADVERTISEMENT, INSTRUCTION, SPECIFICATIONS,
GENERAL TERMS AND CONDITIONS**

INVITATION TO BID

The Village of North Palm Beach will be receiving sealed bids for the Purchase of a Commercial Pool Cooler System. Sealed bids (one original and one copy) will be received by the Village Clerk's Office at 501 U.S Highway One, North Palm Beach, Florida 33408 until **2:30 P.M. EST on February 18, 2020**. Any bids received after the time specified will not be accepted and shall be returned unopened to the Bidder. All bids will be publicly opened and read aloud in the Village Hall Conference Room.

A mandatory Pre-Bid meeting will be held at the North Palm Beach Country Club, 951 U.S. Highway One, North Palm Beach, Florida 33408 on **Thursday, February 6, 2020 at 10:00 A.M.** Failure to attend the mandatory Pre-Bid meeting shall be cause for the rejection of any bid proposal.

The Invitation to Bid is open to inspection and may be obtained at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408, on DemandStar or on the Village's website: www.village-npb.org.

No offer may be withdrawn for a period of ninety (60) days after the scheduled closing date for the receipt of bids except as otherwise provided in the Instructions to Bidders and Terms and Conditions.

The Village of North Palm Beach will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a bid.

The Village of North Palm Beach reserves the right to reject any or all bids, to waive technicalities, and to re-advertise. The award, if made, will be made to the lowest qualified bidder meeting all specifications, terms and conditions and whose bid is determined by the Village, in its sole discretion, to be most advantageous.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Andrew Lukasik, Village Manager

INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Bid Documents consist of:

1. Invitation to Bid;
2. Instructions to Bidders and Terms and Conditions;
3. Scope of Work/Specifications
4. Contractor's Affidavit to Owner
5. Drug Free Workplace Certification;
6. Sworn Statement on Public Entity Crimes;
7. Scrutinized Vendor Certification;
8. Bid Proposal Form;
9. Standard Contract;
10. Any Addenda issued prior to the date designated for receipt of bids.

Complete sets of the Bid Documents shall be used in preparing the submitted Bid. The Village of North Palm Beach ("Village") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Bid Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words "**Commercial Pool Cooler System**" on the outside and mailed or hand-delivered to the Village Clerk on or before the specified time and date. **Each Bidder shall submit one (1) original and one (1) copy of its Bid.**

It is the Bidder's sole responsibility to ensure that its Bid is received by the Village Clerk on or before the closing date and time. The Village shall in no way be responsible for delays caused by any other occurrence. Bids submitted by telephone, telegram or facsimile will **not** be accepted.

The bid opening time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids shall be returned unopened.

All bids must be typewritten or filled in with pen and ink. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the bid price must be initialed.

Bidders shall not be allowed to modify their bids after the opening time and date.

Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed bids remain exempt from public disclosure until such time as the Village provides notice of its intended decision to accept a Bid

or for thirty (30) days after opening, whichever is earlier.

The submission of a bid shall constitute an incontrovertible representation by the Bidder that the Bid Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

For information concerning this Invitation to Bid, please contact:

Beth Davis, CCM
General Manager, North Palm Beach Country Club
Village of North Palm Beach
501 US Highway 1
North Palm Beach, FL 33408
561-296-1060

All questions must be submitted in writing by e-mail to bdavis@village-npb.org at least five (5) days prior to the bid opening.

ACCEPTANCE/REJECTION

The Village reserves the right to accept or to reject any or all bids in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Bidder, who in the sole opinion of the Village, is the lowest responsive, responsible Bidder and whose Bid will be most advantageous to the Village. The Village reserves the right to reject the Bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Village reserves the right to re-issue the Invitation to Bid.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Bid Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this Invitation to Bid solicitation are the only conditions applicable to the Bid and the Bidder's authorized signature affixed to the Bidder's proposal form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders prior to the established Bid opening date. Submission of a Bid constitutes acknowledgment by the Bidder of the receipt of addenda. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. No authorization is allowed by Village personnel or the Village Engineer to interpret, or give information as to Bid requirements in addition to that which is contained in the written Bid document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Bid Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Bid Documents. The order of contract precedence shall be the Contract and then Bid Documents and Bid Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Village is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Village shall **not** be authorized to use the Village's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of bid evaluation, Bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the bid, the Village shall construe the Bid to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Village will award the bid to the lowest and best responsive responsible bidder in its sole determination.

Time is of the essence on this project due to the coordination with the Construction Project Schedule. Therefore, the contract is expected to be awarded at the **March 26, 2020** Council Meeting. Successful bidder should be prepared to begin processing order upon receipt of Purchase Order. Delivery and installation are to be completed no later than **May 1, 2020**.

BID WITHDRAWAL

Any bid may be withdrawn up until the time set for opening of the bids. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Village the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the Village.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the Village and promptly demonstrates to the reasonable satisfaction of the Village that there was a material and substantial mistake in the preparation of his/her Bid, that Bidder may withdraw his/her Bid. Thereafter, that Bidder will be disqualified from further bids on the work.

CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Bid and must be in the name of the vendor shown on the Bid Proposal page.

NON-APPROPRIATIONS

The obligations of the Village to make a Bid award and execute a Contract under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Village, at its sole discretion, shall have the right to reject all bids.

BID FORMS

In filling out bid forms, Bidders shall be governed by the following provisions.

- (A) Bids must be made on the blanks provided herewith.
- (B) Bid amount shall be shown in words and figures.
- (C) Any bid which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Bids must be signed in ink by the Bidder with the signature in full.
- (E) Bids that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Bid.
- (F) If a Bidder wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the bid. Any changes or alteration of prices in the bid must be initialed. Failure to initial these changes or illegible entries or corrections or prices may be cause for the rejection of the bid as informal or irregular.

QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible Bidder, qualified by experience to provide the goods and services specified. Each Bidder shall submit the following information with its bid or within three days of request:

- (A) Evidence of current status as authorized dealer to sell and install the commercial pool

cooler system offered.

- (B) Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- (C) Evidence that manufacturer offered has been in this business for five (5) consecutive years or more.

Failure to submit the above requested information may be cause for rejection of the Bid.

SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of Village property as permitted by the owner or its representative or as necessary to complete requested services. He shall leave the site of work in a neat and orderly condition equal to that which originally existed.

REGULATIONS, PERMITS AND FEES

The selected Bidder must comply with all Federal, State and local laws and regulations that may apply.

INSURANCE REQUIREMENTS

- (A) Prior to the approval of the Contract, the selected Bidder shall provide to the Village certificates evidencing insurance coverage in the minimum amounts as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the Village. Failure to comply with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under a resulting contract.
- (B) The selected Bidder shall maintain, during the life of a resulting contract, commercial general liability, including contractual liability insurance, in the amount of \$1,000,000 per occurrence or \$2,000,000 in aggregate to protect the selected Bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under a resulting contract, whether such operations be performed by the selected bidder or by anyone directly employed by or contracting with the selected bidder.
- (C) The selected Bidder shall maintain, during the life of a resulting contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the selected bidder from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the selected bidder or by anyone directly or indirectly employed by the selected Bidder.
- (D) The parties to the resulting contract shall carry Workers' Compensation Insurance and

Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the other party.

- (E) All insurance, other than Worker's Compensation, to be maintained by the selected bidder shall specifically include the Village as an Additional Insured.

CONE OF SILENCE

This Invitation to Bid is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the cone of silence provisions shall render the transaction voidable.

NON-COLLUSION

By submitting a Bid, each Bidder affirmatively represents that neither the Bidder nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder to submit a collusive or sham Bid or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Bid or to secure through any agreement or collusion any advantage. The prices quoted in the Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, or employees.

SCOPE OF WORK/SPECIFICATIONS

The Village of North Palm Beach is requesting bids for a **new** Commercial Pool Cooler System to be delivered and installed at 951 U.S. Highway One, North Palm Beach, Florida 33408. The installation must be coordinated with the Village's General Manager, Beth Davis. The Village is currently estimating to be ready for this system installation in April 2020 with completion scheduled to be no later than May 1, 2020.

DESCRIPTION

New Commercial Pool Cooler System.

Glacier Model GPC2100 Commercial Pool Cooler or equivalent.

- A. Sized to reduce a 600k+ gallon pool by 10 – 15 degrees F.
- B. 300 GPM nominal water flow; 4" influent/effluent connection.
- C. Fan Motor 2 HP, 230/440/480V, 3 phase.
- D. Thermostatic Temperature Controls.
- E. Concrete Pad Size 12' x 12' x 4"
- F. Concrete Pad Fencing, to match current fence, with hinged door access north and south side of pad
- G. Complete all MEP (mechanical, electrical and plumbing) installation
- H. Complete Labor schedule for demolition, removal, grading, installation and clean-up

INSTALLATION

- A. General: Follow all manufacturer's documented instructions and procedures for installation of Pad and Commercial Pool Cooler System and in compliance with local building codes.

FIELD QUALITY CONTROL

- A. Verify Commercial Pool Cooler System is working to optimal specifications.
- B. Replace components that are scratched, dented, or damaged in any manner with new items from the manufacturer. Surface scratches may be touched up but repair must be complete and undistinguishable.

CLEANING

- A. Upon completion of installation, clean all components and surfaces. Cover to protect from dust and environmental fallout as a result of other work continuing in the surrounding area. Remove all packaging material and debris that accumulated as a result of the installation immediately upon completion. Leave area of installation neat, in broom clean condition, and ready to present to appropriate persons.

DEMONSTRATION AND TRAINING

- A. Schedule and conduct demonstration of the commercial pool cooling system. Review all safety features and proper operation with owner's personnel. Review any additional features or points of interest as appropriate.
- B. Schedule and conduct maintenance training with owner's maintenance personnel. Training session should include a full operation demonstration and all preventative maintenance and minor repair procedures for the commercial pool cooling system that they would normally be expected to perform.

PROTECTION

- A. Protect system against dirt and damage during remainder of construction period. Recommend to owner of any additional precautions needed to ensure that system will remain unharmed during balance of construction in surrounding area.

Successful CONTRACTOR is to verify all dimensions and review space available for placement of the concrete Pad and fencing with the Village's Representative prior to installation of the system.

Bidder must read and consider all information in Bid Documents in addition to the information contained in this Section of the Bid.

BID PROPOSAL FORM

Bid Proposal of Spado Pool Construction, LLC to furnish a new Commercial Pool Cooling System delivered and installed at 951 U.S. Highway One, North Palm Beach, Florida as set forth in the Bid Documents.

All Bid Proposals shall include all sales taxes, all other applicable fees, and all requirements of the Bid Documents. The undersigned Bidder has carefully examined the Bid Documents and the site(s) of the proposed work. The undersigned is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done. The undersigned agrees to do all the work and furnish all materials called for by the Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village of North Palm Beach, for the total lump sum price and within the time period designated in the spaces provided below:

TOTAL AMOUNT OF BID

\$ 64,107.64

Written Out: Sixty Four Thousand One Hundred Seven Dollars and Sixty Four Cents.

Bidder Note: Permits will be submitted to the Village at Owner's Cost.

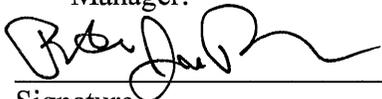
MANUFACTURER OFFERED: Glacier Pool Coolers, LLC, Model#GPC-2100 as specified.

SUBMITTALS

- A. Product Data: Submit manufacturer's product literature and installation instructions.
- B. Drawings: Provide dimensional layout of complete system offered
- C. Warranty: Submit a copy of manufacturer's warranty.
- D. Maintenance Data: Provide manufacturer's operation manual, maintenance and care instructions, and instructions for care and cleaning of the finish.
- E. Reference List: Provide list of recently installed similar type pool cooler installations.
- F. A list shall be submitted of all specification deviations with a complete description of each.

TIME FOR COMPLETION:

The Bidder warrants that they can deliver and install the Commercial Pool Cooler System as offered in April 2020 with installation completed no later than May1, 2020 and as directed by the Village Manager.


Signature

Patrick Jay Runkewich

Print Name

General Manager

Title

2/17/2020

Date

561-822-7227

Phone Number

1334 South Killian Drive, Suite 3 , Lake Park, FL 33403

Address

N/A

Fax Number

sales@spadopools.com

E-mail Address

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Patrick Jay Runkewich, General Manager

(print individual's name and title)

for Spado Pool Construction, LLC

(print name of entity submitting sworn statement)

whose business address is 1334 South Killian Drive, Suite 3, Lake Park, FL 33403

and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-4931882

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

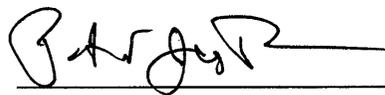
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

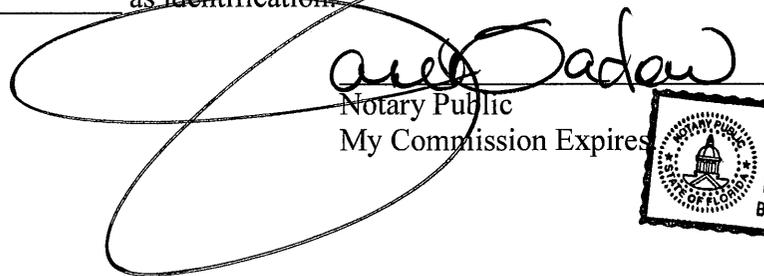
_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

The foregoing document was sworn and subscribed before me this 17 day of Feb, 2020 by Patrick Runekwicks who is personally known to me or produced as identification.



Notary Public
My Commission Expires



**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Patrick Jay Runkewich, General Manager

(print individual's name and title)

for Spado Pool Construction , LLC

(print name of entity submitting sworn statement)

whose business address is 1334 South Killian Drive, Suite 3, Lake Park, FL 33403

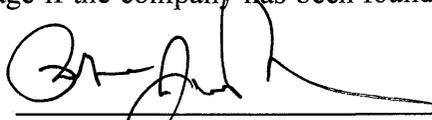
and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-4931882

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

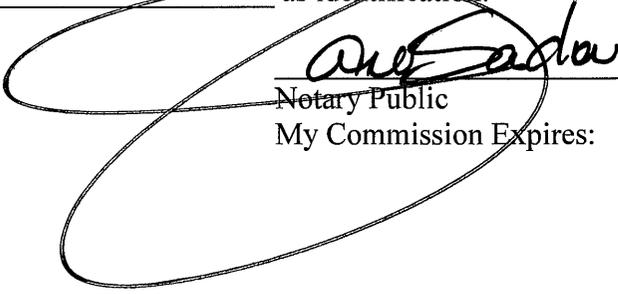
Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.



(Signature)

The foregoing document was sworn and subscribed before me this 17 day of Feb, 2020 by Patrick Runekwick, who is personally known to me or produced _____ as identification.



Notary Public

My Commission Expires:



CONTRACT

This Contract is made as of the _____ day of _____, 2020, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and _____, a _____ corporation or partnership authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the Invitation to Bid for a new Commercial Pool Cooler System and as further stated in CONTRACTOR's Bid Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents referenced therein in accordance with the Bid Proposal (hereinafter referred to as "Work"), which are incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

B. The Work provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon receipt of Purchase Order.

ARTICLE 2. PERIOD OF SERVICE.

A. This Contract and the provision of all Work hereunder shall be completed by the CONTRACTOR no later than May 1, 2020.

B. The CONTRACTOR shall not be considered in default by reason of any failure in performance of the Work if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; unreasonable utility provider delays, unreasonable permitting delays and abnormally severe and unusual weather conditions.

C. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE's rights to change, terminate, or stop any or all of the work at any time.

D. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay,

disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the VILLAGE or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the schedule in this Contract as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 3. VILLAGE’S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE’s representative shall be the Village General Manager.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the CONTRACTOR in accordance with CONTRACTOR’s Bid Proposal in response to the ITB. The total and cumulative amount of this Contract shall not exceed _____ (\$_____).

B. CONTRACTOR shall invoice the VILLAGE on the form provided as Exhibit “A” and include such information as requested in Exhibit “A”. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE’s representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Work shall be invoiced when the Commercial Pool Cooling System is installed and accepted by the VILLAGE’s representative. Invoices will normally be paid within thirty (30) days following the VILLAGE representative’s approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in this Contract without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

ARTICLE 5. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

ARTICLE 6. PERSONNEL.

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

ARTICLE 7. TERMINATION.

A. This Contract may be cancelled by the CONTRACTOR upon ten (10) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days written notice to the CONTRACTOR.

ARTICLE 8. FEDERAL AND STATE TAX.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

ARTICLE 9. INSURANCE.

Prior to commencing any Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Bid Documents. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

ARTICLE 10. SUCCESSORS AND ASSIGNS.

The VILLAGE and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the CONTRACTOR.

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

The CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

ARTICLE 13. ACCESS AND AUDITS.

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 14. NONDISCRIMINATION.

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 15. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 16. AUTHORITY TO PRACTICE.

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the Work under this Contract, and that it will at all times conduct its business and provide the Work under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

ARTICLE 17. SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 18. PROTECTION OF WORK AND PROPERTY.

A. The CONTRACTOR shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. The CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work. CONTRACTOR shall comply with the VILLAGE's safety rules, a copy of which are attached hereto as Exhibit "B" and incorporated herein.

C. The CONTRACTOR shall have the responsibility to repair, rebuild or restore to its former condition any and all portions of existing utilities, structures, equipment, appurtenances or facilities, which may be disturbed or damaged due to his delivery of the trailer(s). The CONTRACTOR shall return all swale areas back to their original condition, including, but not limited to, repairing broken sprinklers, filling in ruts caused by the delivery, and replacing damaged grass.

ARTICLE 19. PRECAUTIONS/COORDINATION WITH CURRENT ACTIVITIES.

The CONTRACTOR shall conduct his operations in accordance with the Village's General Manager, who will provide direction on site to ensure coordination with the Country Club activities.

ARTICLE 20. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: General Manager
951 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 21. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 23. WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 24. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 25. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 26. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and other contract documents referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 27. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 28. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 29. DEFAULT.

A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

1. The filing of a lien by any sub-CONTRACTOR, sub-contractor or third tier sub-contractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
2. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in

a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

3. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.
4. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the Work under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

B. CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

ARTICLE 30. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of ten (10) years following delivery and acceptance of the system(s), subject to the conditions set forth in the Specifications. Should any Work fail to comply with this warranty during the warranty period of ten (10) years, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

ARTICLE 31. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.

Time is of the essence in all respects under this Contract, and the parties agree that the VILLAGE will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the VILLAGE if the work is not completed on time. Accordingly, instead of requiring any such proof, the VILLAGE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay to the VILLAGE an amount equal to \$250.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the CONTRACTOR.

ARTICLE 32. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 34. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 35. PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
MAYOR

ATTEST:

BY: _____
VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: _____
VILLAGE ATTORNEY

EXHIBIT "A"
INVOICE FORM

Invoice to be standard invoice provided by CONTRACTOR referencing the purchase order number and describing what the payment covers.

EXHIBIT "B"

North Palm Beach Safety Rules

1. CONTRACTOR shall meet with General Manager to schedule the date for delivery and installation to begin.
2. CONTRACTOR shall check-in at the General Managers office prior to beginning Work on site.
3. The following list is provided as a reference to the CONTRACTOR:
4. CONTRACTOR agrees to follow North Palm Beach clean-up procedures.
 - A. The Contractor shall, on an on-going basis or at the direction of the General Manager, keep the Project site and surrounding area free from accumulation of waste materials, debris or rubbish caused by performance of the Contractor's Work.
5. CONTRACTOR shall agree to coordination of work as directed by General Manager
 - A. Work will be sequenced to allow other trades access to the work prior to the completion of this scope.
 - B. To avoid conflicts, Contractor shall work in cooperation with all other subcontractors to coordinate Contractor's Work with the work of others to establish routes, entrances, and elevations for their installations and other installations. Even with such cooperative and coordination efforts, should a conflict occur, General Manager will be the final arbitrator of conflict resolution and General Manager decision shall be final. Contractor hereby agrees to abide by such decision and make any changes necessary to eliminate such conflicts without additional cost of expense to Owner.
 - C. Contractor shall furnish all required submittal drawings, mix designs, PE stamps, samples, warranties etc., as required for this scope of work by specification if applicable.
 - D. Contractor shall maintain accurate, up-to-date "as-built" drawings during construction. Contractor shall dimension all concealed connections to wall intersections. Contractor shall submit "as-builts" and warranties prior to substantial completion. Contractor shall submit final "as-built" documents in hard copy (4 copies) to the General Manager. PDF format is acceptable.
 - E. Any sediment or erosion control measures disturbed during the execution of this Agreement will be repaired/replaced by Contractor at Contractor's expense.
 - F. Contractor shall construct all work to be within the more stringent of the applicable codes and standards or the Contract Documents.
 - G. Contractor understands that the existing North Palm Beach Country Club facility

shall remain occupied/operational and fully functional during the project. Any disruption or damage to the existing utilities or systems caused by Contractor shall be treated immediately as an emergency repair at no additional cost.

H. Normal work hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday work hours are 10:00 a.m. to 8:00 p.m., No Sunday work or work on Holidays unless by special permit. Contractor may establish other work hours, as necessary, with permission from General Manager.

6. CONTRACTOR shall agree to abide by the parking requirements as follows:

A. Minimal parking for company vehicles will be in a small designated area as directed by the General Manager depending on the phase of the project. Personal vehicles will not be permitted on site. A designated parking area may be provided if space allows. All parking off-site shall be in compliance with the Village of North Palm Beach requirements. Those cars allowed on the North Palm Beach Country Club property must enter through the main entrance off US-1.

B. All other vehicles will be required to park in other areas as designated by the General Manager. It is the responsibility of the Contractor to enforce compliance of these parking regulations with their employees.

C. Violators of this policy will be towed at the Contractor's expense.

7. CONTRACTOR shall take all necessary safety precautions with respect to performance of the Contractor's Work and shall comply with applicable safety measures and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property.

8. CONTRACTOR agrees and acknowledges that it has assumed full responsibility and liability for safety precautions in connection with the construction means, methods, techniques, sequences, supervision and procedures pertaining to Contractor's Work.

A. Reporting Injuries

All accidents or injuries deemed Recordable, Lost Time or Restricted by OSHA, or non-injury incidents resulting in property damage or high potential for severe injury shall be reported immediately to the Weitz Project Superintendent, giving full details and identifications and statements of any witnesses. The Contractor shall be responsible for completing a written injury and/or incident investigation and providing such report to the Weitz Project supervision in a timely manner.

B. Excavations

Excavations must be sloped, shored or shielded, and must meet all other OSHA requirements. Before digging in any location, the Contractor must check to ensure that all underground utilities have been located and properly marked.

C. Housekeeping

Contractor shall maintain good housekeeping in and around its Work areas at all times. Stack materials so that safe clearances are maintained and falling is prevented. Keep all walkways and aisles clear. Place cords and air hoses to one

side to allow safe passage. Remove loose overhead material, dispose of garbage and remove oil and water spillage. Immediately remove or bend over nails protruding from lumber. Secure all stored or loose materials (especially on roof) to prevent it from becoming airborne.

D. Illumination

All of Contractor's Work areas shall be properly illuminated at all times.

E. Ladders

Contractor shall train its employees in the safe use of ladders and scaffolding as required. Defective ladders and scaffold components shall be tagged and removed from service.

F. Tools and Equipment

Tools, equipment, trucks, loaders, backhoes, cranes and forklifts shall be used, operated and maintained properly to prevent injury. No Contractor employee shall operate any equipment unless specifically authorized and trained to do so. Powder-actuated tools require certified training before use. Power tools shall be operated only by authorized personnel and with guard's in-place. Hand tools such as hammers and chisels shall be properly used and maintained. All slings, choker and rigging equipment shall be free of defects. All hooks must have safety latches or keepers. Taglines shall be used to control loads when their use does not create an additional hazard. Tampering with or unauthorized use or removal of fire extinguishers from assigned locations is prohibited. All of Contractor's tools and equipment must be inspected daily by Contractor before use. Damaged tools shall be tagged "DO NOT USE" and removed from service immediately. Documentation of training and inspections shall be provided to Weitz upon request.

G. Unsafe Acts

Contractor's employees who report for work under the influence of intoxicants or narcotics or engage in the consumption of them on the Project site will be removed from the Project site. Contractor's employees who engage in horseplay, fistfights, unsafe acts, whistling, yelling at the public or obscene gestures will be removed from the Project site. Weapons of all types, including firearms, are strictly forbidden on the Project site.

H. Equipment Usage

The Contractor agrees to bring all equipment needed to perform the Work on this project and not utilize any equipment at the site that belongs to others.

I. Project Site Communications

Contractor shall have on site at all times a supervisor (or multiple supervisors if required by crew size) that is able to speak, understand and communicate in English all job site safety and contractual requirements, obligations and responsibilities to Contractor's workers and employees.

J. Site Authority

The General Manager shall be the final authority on all issues pertaining to site use, storage, safety issues, working space, parking, coordination among trades,

and all other common area site issues, and Contractor agrees to comply with all of General Manager decisions, rules and directives pertaining thereto.

K. Protection of Materials and Equipment

Contractor shall protect all material and equipment, which has not yet been incorporated into the Project. Where installed materials or equipment is subject to weather damage, Contractor shall provide protection until the Project is sufficiently complete to avoid damage.



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE COMMERCIAL POOL/SPA CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SPADO, ORLANDO J

SPADO POOL CONSTRUCTION
1334 KILLIAN DRIVE #3
LAKE PARK FL 33403

LICENSE NUMBER: CPC1458779

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

Serving you.

****LOCATED AT****

10180 RIVERSIDE DR Apt 2
 PALM BEACH GARDENS, FL
 33410

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0072 POOL/SPA CONTRACTOR	SPADO CONSTRUCTION LLC	CPC1458779	B19.595721 - 09/12/19	\$27.50	B40176146

This document is valid only when receipted by the Tax Collector's Office.

SPADO POOL CONSTRUCTION
 SPADO CONSTRUCTION LLC
 10180 RIVERSIDE DR APT 2
 PALM BEACH GARDENS, FL 33410

B1 - 120

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2018108058
 EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Kacie Liebman PHONE (A/C, No, Ext): (954) 943-5050 E-MAIL ADDRESS: kacie@furmaninsurance.com	FAX (A/C, No): (954) 942-6310													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER B: Old Dominion Insurance Company</td> <td>40231</td> </tr> <tr> <td>INSURER C: Businessfirst Insurance Co</td> <td>11697</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Gemini Insurance Company	10833	INSURER B: Old Dominion Insurance Company	40231	INSURER C: Businessfirst Insurance Co	11697	INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
INSURED Spado Construction, LLC 1334 S Killian Dr #3 Lake Park FL 33403															

COVERAGES CERTIFICATE NUMBER: 19-20 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VGGP004018	4/6/2019	4/6/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B1P5226G	4/6/2019	4/6/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Elite Plus Endorsement \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKLV2EUL103226	4/6/2019	4/6/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Village of North Palm Beach 501 US Hwy 1 North Palm Beach, FL 33408	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dirk DeJong/KJL
--	---

Cooler Specifications: Model GPC- 2100



(Capacity assuming 70° to 80° air summer temp)

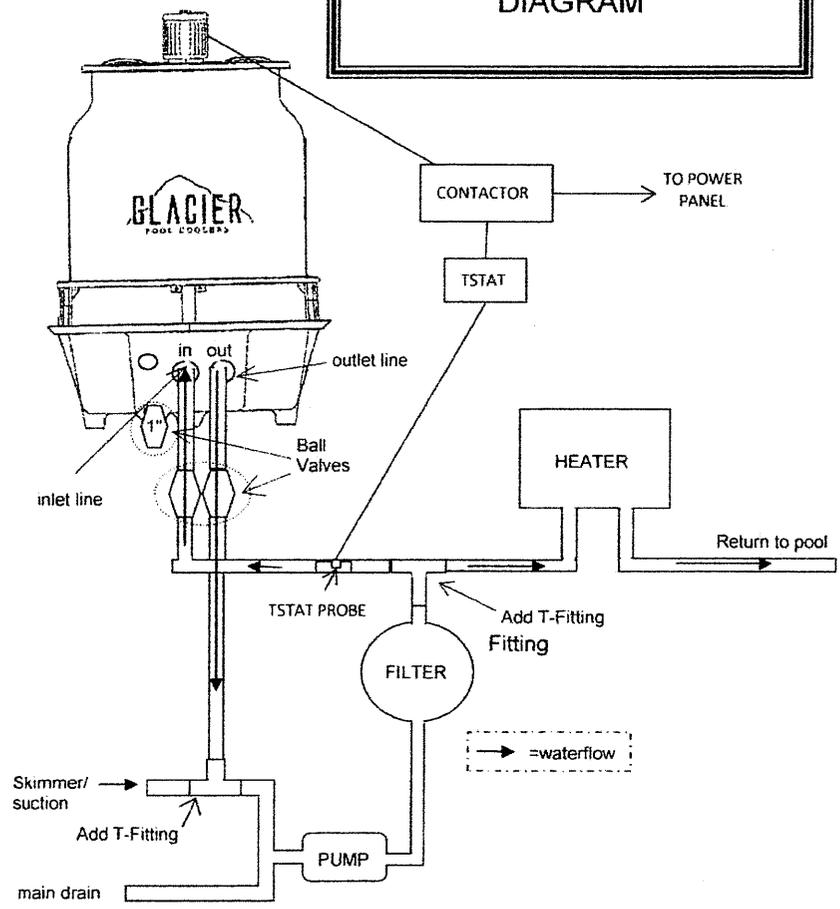
Design and Operating Conditions		Water Distribution System Construction Materials	
Cooler type:	CounterFlow Induces Draft	Stand pipe:	PVC
Water flow rates:	330 GPM	Sprinkler head:	AC
Hot water temperature:	95 deg. F	Sprinkler pipe:	PVC
Cold water temperature:	75 deg F	Mechanical Equipment	
Ambient wet bulb temperature:	85 deg F	Fan unit:	one unit per cooler
Total fan BHP:	2	Type:	Axial Flow
Total pump head:	8.2 ft	Manufacturer:	Glacier
Drift loss of water flow rates:	0.100%	Diameter:	93 in
Evaporation loss of water flow rates:	0.93%	Blade Material:	AC
Design wind load:	41 lbs	Hub material:	AC
Structural Details		Nominal air volume:	24,500 cfm
Overall diameter:	110"	Fan Motor	
Overall height:	85"	Motor Horsepower	2
Dry weight:	910 lbs	RPM	840
Operating weight:	2,300 lbs	Manufacturer:	Glacier
Basic Cooler Construction Materials		Insulation:	E Class
Cooler support frame assembly:	N/A	Run Load Amps	7.0 / 3.5
Casing:	FRP	Voltage and phase:	220/440-3
Casing supporter:	HDGS	Piping Connections	
Cold water basin:	FRP	Primary water inlet diameter:	4 in
Filling:	PVC	Primary water outlet diameter:	4 in
Filling support:	HDGS	Quick fill inlet diameter:	1 in
Fan guard:	HDGS	Overflow outlet diameter:	1 in
Mechanical equipment support:	HDGS	Drain diameter:	1.5 in
Air inlet louver:	PVC	Nominal water flow:	330 gpm
Bolts, nuts and washers:	STS		

COOLING CAPACITY : 1,500,000 BTU/ hr

ELECTRICAL SPECIFICATIONS: FAN MOTOR-25AMP 3-PHASE BREAKER SUMP PUMPS - 25 AMP SINGLE BREAKER REQUIRED

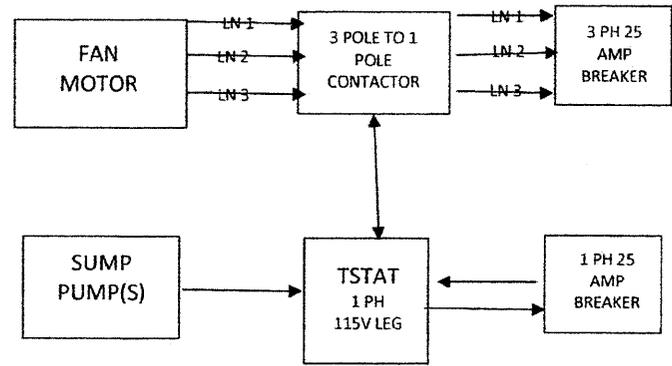
MATERIALS KEY	
FRP	Fiberglass Reinforced Plastic
HDGS	Hot Dip Galvanized Steel
AC	Aluminum Alloy Cast
STS	Stainless Steel

COMMERCIAL INSTALLATION DIAGRAM



**** NOTE **** : The Thermostat probe goes into a dry well, then dry well is placed directly into the inline plumbing or a PVC fitting anywhere BEFORE the INLET to the cooler. The T-Stat electrical wiring goes to the contactor to the single pole port(s), then the fan motor wiring is connected into the 3 - pole port(s). The T-Stat controls the power to the FAN (only) for cooling. The T-Stat needs a 115V leg from the 1 Phase breaker.

1. **FIRST STEP** - ADD and connect a PVC T- Fitting right after the Filter or Heater line return to the pool, then ADD your PVC pipe line. Next, ADD a Ball valve before the inlet. Connect this to a threaded adapter fitting (Check cooler model to see fitting size) going to the MIDDLE inlet hole (input) to the cooler (connect and glue all parts). Use appropriate pipe by cooler model and on site plumbing. (SEE TECH SPEC. SHEET)
2. **SECOND STEP**- ADD another adapter fitting at the right outlet hole, (output) then ADD and connect your Ball Valve FIRST, then ADD your PVC pipe line out of the cooler toward the suction/skimmer side of the equipment set-up. Then, ADD a PVC T- Fitting on the suction/skimmer line near the pump, then connect line. (If the Facility has a surge tank, then this line can drop down below the water line into this tank as the chill water return).
3. **THIRD STEP**- ADD 1" plug in top hole on the left side of basin. ADD 1" threaded fitting, then a 1" Ball valve at bottom lower outlet.
4. **FOURTH STEP- ELECTRICAL** MODELS GPC- 23 TO GPC- 220 requires hook up to a single phase separate 25 Amp breaker. MODELS GPC-230 TO GPC- 2100 require 3-Phase 25 Amp breaker. Each 3-Phase installation will require single pole to 3- Phase contactor for tie in from Motor to Sump Pump and Thermostat connections. **The facility needs to have 3- Phase Breaker and Automatic Shut-off switch ready available for POOL COOLER hook up.** Wire hot out of breaker to the contactor. When the a319 Thermostat calls for cooling it pulls in the contactor to supply voltage to the FAN motor and sump pump. The T-Stat controls the Fan motor on & off. The sump pump is single phase 115V.



LIMITED WARRANTY

Thank you for purchasing your Glacier Pool Coolers product. Glacier Pool Coolers, LLC warrants all parts to be free from manufacturing defects in materials and workmanship for a period of two years from the date of retail purchase.

This warranty is limited to the first retail purchaser, is not transferable, and does not apply to products that have been moved from their original installation sites. The liability of Glacier Pool Coolers, LLC shall not exceed the repair or replacement of defective parts and does not include any costs for labor to remove and reinstall the defective part, transportation to or from the factory, and any other materials required to make the repair. This warranty does not cover failures or malfunctions resulting from the following:

- Failure to properly install, operate or maintain the product(s) in accordance with our published Installation and Operation Manual provided with the product(s).
- The workmanship of any installer of the product(s).
- Not maintaining a proper chemical balance in your pool water [pH level between 7.2 and 7.8, Total Alkalinity (TA) between 80 and 120 ppm, Total Dissolved Solids (TDS) less than 2000] including salt/saline pools.
- Abuse, alteration, accident, fire, flood, lightening, rodents, insects, debris, negligence, or acts of God.
- Scaling, freezing, or other conditions causing inadequate water circulation.
- Use of non-factory authorized parts or accessories in conjunction with the product(s).
- Chemical contamination or improper use of sanitizing chemicals.
- Incorrect wire runs, improper electrical supply, collateral damage caused by improper operation and maintenance.

LIMITATION OF LIABILITY:

This is the only warranty given by Glacier Pool Coolers, LLC. No one is authorized to make any other warranties on Glacier Pool Coolers, LLC behalf. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. GLACIER POOL COOLERS, LLC EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY. This warranty gives you specific legal rights. You may also have other rights which vary by state of province.

WARRANTY CLAIMS:

For prompt warranty consideration, contact your dealer and provide the following information: Proof of purchase, model number, serial number, and date of installation. The installer will contact the factory for instructions regarding the claim. If the dealer is not available, you can find an authorized service provider in your area by visiting www.glacierpoolcoolers.com or by calling our technical support department at 480.272.7700. All returned parts must have the Returned Material Authorization number to be evaluated under the terms of this warranty.

Spado Construction LLC
1334 S. Killian Dr.
Suite 3
Lake Park, FL 33403

Village Clerk

FEB 18 2020

Received

PRD - 9:34 am

SEALED BID DOCUMENTS

"COMMERCIAL POOL COOLER SYSTEM"
VILLAGE OF NORTH PALM BEACH
501 US. HIGHWAY ONE
NORTH PALM BEACH, FL 33408

BID PROPOSAL FORM

Addendum 1 2/25/2020

Bid Proposal of **Spado Pool Construction, LLC** to furnish a new Commercial Pool Cooling System delivered and installed at 951 U.S. Highway One, North Palm Beach, Florida as set forth in the Bid Documents.

All Bid Proposals shall include all sales taxes, all other applicable fees, and all requirements of the Bid Documents. The undersigned Bidder has carefully examined the Bid Documents and the site(s) of the proposed work. The undersigned is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done. The undersigned agrees to do all the work and furnish all materials called for by the Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village of North Palm Beach, for the total lump sum price and within the time period designated in the spaces provided below:

TOTAL AMOUNT OF BID

\$ 64,107.64

2/25/2020: Requested Breakout of Items included in \$64,107.64 (Total amount of Bid):

- 1) Removal & Disposal of existing Equipment Fence & Supply & Install of new Aluminum Kynar Coated White Picket Fence around Equipment including new Cooler = \$ 11,833.33
- 2) Dumpster Allowance = \$ 850.00

Written Out: Sixty Four Thousand One Hundred Seven Dollars and Sixty FourCents.

Bidder Note: Permits will be submitted to the Village at Owner's Cost.

MANUFACTURER OFFERED: Glacier Pool Coolers, LLC, Model#GPC-2100 as specified.

SUBMITTALS

- A. Product Data: Submit manufacturer's product literature and installation instructions.
- B. Drawings: Provide dimensional layout of complete system offered
- C. Warranty: Submit a copy of manufacturer's warranty.
- D. Maintenance Data: Provide manufacturer's operation manual, maintenance and care instructions, and instructions for care and cleaning of the finish.
- E. Reference List: Provide list of recently installed similar type pool cooler installations.
- F. A list shall be submitted of all specification deviations with a complete description of each.

TIME FOR COMPLETION:

The Bidder warrants that they can deliver and install the Commercial Pool Cooler System as offered in April 2020 with installation completed no later than May1, 2020 and as directed by the Village Manager.

Patrick Jay Runkewich (Addendum 1 2/25/2020) Patrick Jay Runkewich
Signature Print Name

General Manager 2/17/2020 561-822-7227
Title Date Phone Number

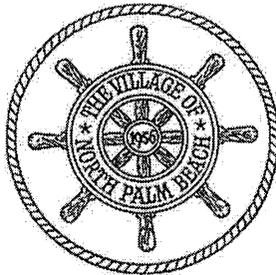
1334 South Killian Drive, Suite 3 , Lake Park, FL 33403
Address

N/A sales@spadopools.com
Fax Number E-mail Address

VILLAGE OF NORTH PALM BEACH

INVITATION TO BID FOR
Commercial Pool Cooler System

 **ORIGINAL**



VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FL 33408

**ADVERTISEMENT, INSTRUCTION, SPECIFICATIONS,
GENERAL TERMS AND CONDITIONS**

FR

INVITATION TO BID

The Village of North Palm Beach will be receiving sealed bids for the Purchase of a Commercial Pool Cooler System. Sealed bids (one original and one copy) will be received by the Village Clerk's Office at 501 U.S Highway One, North Palm Beach, Florida 33408 until **2:30 P.M. EST on February 18, 2020**. Any bids received after the time specified will not be accepted and shall be returned unopened to the Bidder. All bids will be publicly opened and read aloud in the Village Hall Conference Room.

A mandatory Pre-Bid meeting will be held at the North Palm Beach Country Club, 951 U.S. Highway One, North Palm Beach, Florida 33408 on **Thursday, February 6, 2020 at 10:00 A.M.** Failure to attend the mandatory Pre-Bid meeting shall be cause for the rejection of any bid proposal.

The Invitation to Bid is open to inspection and may be obtained at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408, on DemandStar or on the Village's website: www.village-npb.org.

No offer may be withdrawn for a period of ninety (60) days after the scheduled closing date for the receipt of bids except as otherwise provided in the Instructions to Bidders and Terms and Conditions.

The Village of North Palm Beach will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a bid.

The Village of North Palm Beach reserves the right to reject any or all bids, to waive technicalities, and to re-advertise. The award, if made, will be made to the lowest qualified bidder meeting all specifications, terms and conditions and whose bid is determined by the Village, in its sole discretion, to be most advantageous.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Andrew Lukasik, Village Manager



INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Bid Documents consist of:

1. Invitation to Bid;
2. Instructions to Bidders and Terms and Conditions;
3. Scope of Work/Specifications
4. Contractor's Affidavit to Owner
5. Drug Free Workplace Certification;
6. Sworn Statement on Public Entity Crimes;
7. Scrutinized Vendor Certification;
8. Bid Proposal Form;
9. Standard Contract;
10. Any Addenda issued prior to the date designated for receipt of bids.

Complete sets of the Bid Documents shall be used in preparing the submitted Bid. The Village of North Palm Beach ("Village") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Bid Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words "**Commercial Pool Cooler System**" on the outside and mailed or hand-delivered to the Village Clerk on or before the specified time and date. **Each Bidder shall submit one (1) original and one (1) copy of its Bid.**

It is the Bidder's sole responsibility to ensure that its Bid is received by the Village Clerk on or before the closing date and time. The Village shall in no way be responsible for delays caused by any other occurrence. Bids submitted by telephone, telegram or facsimile will **not** be accepted.

The bid opening time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids shall be returned unopened.

All bids must be typewritten or filled in with pen and ink. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the bid price must be initialed.

Bidders shall not be allowed to modify their bids after the opening time and date.

Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed bids remain exempt from public disclosure until such time as the Village provides notice of its intended decision to accept a Bid

or for thirty (30) days after opening, whichever is earlier.

The submission of a bid shall constitute an incontrovertible representation by the Bidder that the Bid Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

For information concerning this Invitation to Bid, please contact:

Beth Davis, CCM
General Manager, North Palm Beach Country Club
Village of North Palm Beach
501 US Highway 1
North Palm Beach, FL 33408
561-296-1060

All questions must be submitted in writing by e-mail to bdavis@village-npb.org at least five (5) days prior to the bid opening.

ACCEPTANCE/REJECTION

The Village reserves the right to accept or to reject any or all bids in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Bidder, who in the sole opinion of the Village, is the lowest responsive, responsible Bidder and whose Bid will be most advantageous to the Village. The Village reserves the right to reject the Bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Village reserves the right to re-issue the Invitation to Bid.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Bid Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this Invitation to Bid solicitation are the only conditions applicable to the Bid and the Bidder's authorized signature affixed to the Bidder's proposal form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders prior to the established Bid opening date. Submission of a Bid constitutes acknowledgment by the Bidder of the receipt of addenda. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. No authorization is allowed by Village personnel or the Village Engineer to interpret, or give information as to Bid requirements in addition to that which is contained in the written Bid document and addenda.



CONTRACTUAL AGREEMENT

All terms and conditions of the Bid Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Bid Documents. The order of contract precedence shall be the Contract and then Bid Documents and Bid Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Village is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Village shall **not** be authorized to use the Village's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of bid evaluation, Bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the bid, the Village shall construe the Bid to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Village will award the bid to the lowest and best responsive responsible bidder in its sole determination.

Time is of the essence on this project due to the coordination with the Construction Project Schedule. Therefore, the contract is expected to be awarded at the **March 26, 2020** Council Meeting. Successful bidder should be prepared to begin processing order upon receipt of Purchase Order. Delivery and installation are to be completed no later than **May 1, 2020**.

BID WITHDRAWAL

Any bid may be withdrawn up until the time set for opening of the bids. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Village the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the Village.

A handwritten signature in black ink, appearing to be 'JN', is located in the bottom right corner of the page.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the Village and promptly demonstrates to the reasonable satisfaction of the Village that there was a material and substantial mistake in the preparation of his/her Bid, that Bidder may withdraw his/her Bid. Thereafter, that Bidder will be disqualified from further bids on the work.

CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Bid and must be in the name of the vendor shown on the Bid Proposal page.

NON-APPROPRIATIONS

The obligations of the Village to make a Bid award and execute a Contract under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Village, at its sole discretion, shall have the right to reject all bids.

BID FORMS

In filling out bid forms, Bidders shall be governed by the following provisions.

- (A) Bids must be made on the blanks provided herewith.
- (B) Bid amount shall be shown in words and figures.
- (C) Any bid which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Bids must be signed in ink by the Bidder with the signature in full.
- (E) Bids that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Bid.
- (F) If a Bidder wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the bid. Any changes or alteration of prices in the bid must be initialed. Failure to initial these changes or illegible entries or corrections or prices may be cause for the rejection of the bid as informal or irregular.

QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible Bidder, qualified by experience to provide the goods and services specified. Each Bidder shall submit the following information with its bid or within three days of request:

- (A) Evidence of current status as authorized dealer to sell and install the commercial pool



cooler system offered.

- (B) Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- (C) Evidence that manufacturer offered has been in this business for five (5) consecutive years or more.

Failure to submit the above requested information may be cause for rejection of the Bid.

SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of Village property as permitted by the owner or its representative or as necessary to complete requested services. He shall leave the site of work in a neat and orderly condition equal to that which originally existed.

REGULATIONS, PERMITS AND FEES

The selected Bidder must comply with all Federal, State and local laws and regulations that may apply.

INSURANCE REQUIREMENTS

- (A) Prior to the approval of the Contract, the selected Bidder shall provide to the Village certificates evidencing insurance coverage in the minimum amounts as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the Village. Failure to comply with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under a resulting contract.
- (B) The selected Bidder shall maintain, during the life of a resulting contract, commercial general liability, including contractual liability insurance, in the amount of \$1,000,000 per occurrence or \$2,000,000 in aggregate to protect the selected Bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under a resulting contract, whether such operations be performed by the selected bidder or by anyone directly employed by or contracting with the selected bidder.
- (C) The selected Bidder shall maintain, during the life of a resulting contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the selected bidder from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the selected bidder or by anyone directly or indirectly employed by the selected Bidder.
- (D) The parties to the resulting contract shall carry Workers' Compensation Insurance and



Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the other party.

- (E) All insurance, other than Worker's Compensation, to be maintained by the selected bidder shall specifically include the Village as an Additional Insured.

CONE OF SILENCE

This Invitation to Bid is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the cone of silence provisions shall render the transaction voidable.

NON-COLLUSION

By submitting a Bid, each Bidder affirmatively represents that neither the Bidder nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder to submit a collusive or sham Bid or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Bid or to secure through any agreement or collusion any advantage. The prices quoted in the Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, or employees.



SCOPE OF WORK/SPECIFICATIONS

The Village of North Palm Beach is requesting bids for a **new** Commercial Pool Cooler System to be delivered and installed at 951 U.S. Highway One, North Palm Beach, Florida 33408. The installation must be coordinated with the Village's General Manager, Beth Davis. The Village is currently estimating to be ready for this system installation in April 2020 with completion scheduled to be no later than May 1, 2020.

DESCRIPTION

New Commercial Pool Cooler System.

Glacier Model GPC2100 Commercial Pool Cooler or equivalent.

- A. Sized to reduce a 600k+ gallon pool by 10 – 15 degrees F.
- B. 300 GPM nominal water flow; 4" influent/effluent connection.
- C. Fan Motor 2 HP, 230/440/480V, 3 phase.
- D. Thermostatic Temperature Controls.
- E. Concrete Pad Size 12' x 12' x 4"
- F. Concrete Pad Fencing, to match current fence, with hinged door access north and south side of pad
- G. Complete all MEP (mechanical, electrical and plumbing) installation
- H. Complete Labor schedule for demolition, removal, grading, installation and clean-up

INSTALLATION

- A. General: Follow all manufacturer's documented instructions and procedures for installation of Pad and Commercial Pool Cooler System and in compliance with local building codes.

FIELD QUALITY CONTROL

- A. Verify Commercial Pool Cooler System is working to optimal specifications.
- B. Replace components that are scratched, dented, or damaged in any manner with new items from the manufacturer. Surface scratches may be touched up but repair must be complete and undistinguishable.

CLEANING

- A. Upon completion of installation, clean all components and surfaces. Cover to protect from dust and environmental fallout as a result of other work continuing in the surrounding area. Remove all packaging material and debris that accumulated as a result of the installation immediately upon completion. Leave area of installation neat, in broom clean condition, and ready to present to appropriate persons.

DEMONSTRATION AND TRAINING

- A. Schedule and conduct demonstration of the commercial pool cooling system. Review all safety features and proper operation with owner's personnel. Review any additional features or points of interest as appropriate.
- B. Schedule and conduct maintenance training with owner's maintenance personnel. Training session should include a full operation demonstration and all preventative maintenance and minor repair procedures for the commercial pool cooling system that they would normally be expected to perform.

PROTECTION

- A. Protect system against dirt and damage during remainder of construction period. Recommend to owner of any additional precautions needed to ensure that system will remain unharmed during balance of construction in surrounding area.

Successful CONTRACTOR is to verify all dimensions and review space available for placement of the concrete Pad and fencing with the Village's Representative prior to installation of the system.

Bidder must read and consider all information in Bid Documents in addition to the information contained in this Section of the Bid.

BID PROPOSAL FORM

Bid Proposal of **FAMILY POOLS INC.** to furnish a new Commercial Pool Cooling System delivered and installed at 951 U.S. Highway One, North Palm Beach, Florida as set forth in the Bid Documents.

All Bid Proposals shall include all sales taxes, all other applicable fees, and all requirements of the Bid Documents. The undersigned Bidder has carefully examined the Bid Documents and the site(s) of the proposed work. The undersigned is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done. The undersigned agrees to do all the work and furnish all materials called for by the Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village of North Palm Beach, for the total lump sum price and within the time period designated in the spaces provided below:

TOTAL AMOUNT OF BID

\$ **102,400.00**

Written Out: **ONE HUNDRED AND TWO THOUSAND FOUR HUNDRED** Dollars and **ZERO** Cents.

MANUFACTURER OFFERED: **GLACIER POOL COOLERS, LLC**

SUBMITTALS

- A. Product Data: Submit manufacturer's product literature and installation instructions.
- B. Drawings: Provide dimensional layout of complete system offered
- C. Warranty: Submit a copy of manufacturer's warranty.
- D. Maintenance Data: Provide manufacturer's operation manual, maintenance and care instructions, and instructions for care and cleaning of the finish.
- E. Reference List: Provide list of recently installed similar type pool cooler installations.
- F. A list shall be submitted of all specification deviations with a complete description of each.

TIME FOR COMPLETION:

The Bidder warrants that they can deliver and install the Commercial Pool Cooler System as offered in April 2020 with installation completed no later than May1, 2020 and as directed by the Village Manager.


Signature

FRANK RUSSO

Print Name

PRESIDENT

02/17/2020

772-878-8452

Title

Date

Phone Number

873 SW SOUTH MACEDO BLVD. PORT ST LUCIE, FL 34983

Address

772-785-9558

FRANK@FAMILYPOOLSINC.COM

Fax Number

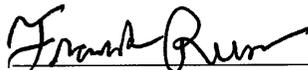
E-mail Address

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by **FRANK RUSSO PRESIDENT**

(print individual's name and title)

for **FAMILY POOLS INC.**

(print name of entity submitting sworn statement)

whose business address is **873 SW SOUTH MACEDO BLVD PORT ST LUCIE, FL 34983**

and (if applicable) its Federal Employer Identification Number (FEIN) is: **65-0840033**

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal



power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

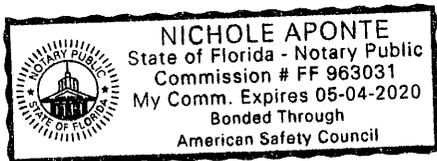
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Frank Russo
(Signature)

The foregoing document was sworn and subscribed before me this 17 day of FEB, 2020 by FRANK RUSSO, who is personally known to me or produced DL as identification.

Nichole Aponte
Notary Public

My Commission Expires:

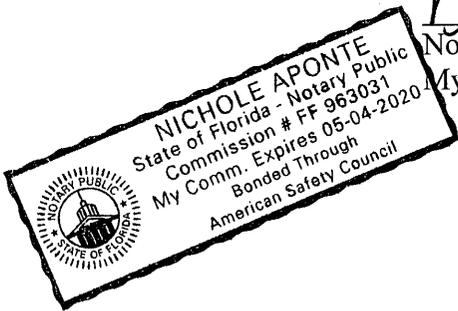


As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

Frank Russo
(Signature)

The foregoing document was sworn and subscribed before me this 17 day of FEB, 2020 by FRANKRUSSO, who is personally known to me or produced DL as identification.

Nichole Aponte
Notary Public
My Commission Expires:



CONTRACT

This Contract is made as of the _____ day of _____, 2020, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and _____, a _____ corporation or partnership authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the Invitation to Bid for a new Commercial Pool Cooler System and as further stated in CONTRACTOR's Bid Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents referenced therein in accordance with the Bid Proposal (hereinafter referred to as "Work"), which are incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

B. The Work provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon receipt of Purchase Order.

ARTICLE 2. PERIOD OF SERVICE.

A. This Contract and the provision of all Work hereunder shall be completed by the CONTRACTOR no later than May 1, 2020.

B. The CONTRACTOR shall not be considered in default by reason of any failure in performance of the Work if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; unreasonable utility provider delays, unreasonable permitting delays and abnormally severe and unusual weather conditions.

C. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE's rights to change, terminate, or stop any or all of the work at any time.

D. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay,



disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the VILLAGE or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the schedule in this Contract as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village General Manager.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the CONTRACTOR in accordance with CONTRACTOR's Bid Proposal in response to the ITB. The total and cumulative amount of this Contract shall not exceed _____ (\$_____).

B. CONTRACTOR shall invoice the VILLAGE on the form provided as Exhibit "A" and include such information as requested in Exhibit "A". Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Work shall be invoiced when the Commercial Pool Cooling System is installed and accepted by the VILLAGE's representative. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in this Contract without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

ARTICLE 5. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.



B. The CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

ARTICLE 6. PERSONNEL.

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

ARTICLE 7. TERMINATION.

A. This Contract may be cancelled by the CONTRACTOR upon ten (10) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days written notice to the CONTRACTOR.

ARTICLE 8. FEDERAL AND STATE TAX.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

ARTICLE 9. INSURANCE.

Prior to commencing any Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Bid Documents. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.



ARTICLE 10. SUCCESSORS AND ASSIGNS.

The VILLAGE and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the CONTRACTOR.

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

The CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

ARTICLE 13. ACCESS AND AUDITS.

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 14. NONDISCRIMINATION.

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.



ARTICLE 15. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 16. AUTHORITY TO PRACTICE.

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the Work under this Contract, and that it will at all times conduct its business and provide the Work under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

ARTICLE 17. SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 18. PROTECTION OF WORK AND PROPERTY.

A. The CONTRACTOR shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. The CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work. CONTRACTOR shall comply with the VILLAGE's safety rules, a copy of which are attached hereto as Exhibit "B" and incorporated herein.

C. The CONTRACTOR shall have the responsibility to repair, rebuild or restore to its former condition any and all portions of existing utilities, structures, equipment, appurtenances or facilities, which may be disturbed or damaged due to his delivery of the trailer(s). The CONTRACTOR shall return all swale areas back to their original condition, including, but not limited to, repairing broken sprinklers, filling in ruts caused by the delivery, and replacing damaged grass.



ARTICLE 19. PRECAUTIONS/COORDINATION WITH CURRENT ACTIVITIES.

The CONTRACTOR shall conduct his operations in accordance with the Village's General Manager, who will provide direction on site to ensure coordination with the Country Club activities.

ARTICLE 20. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: General Manager
951 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 21. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 23. WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 24. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 25. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 26. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and other contract documents referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 27. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 28. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 29. DEFAULT.

A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

1. The filing of a lien by any sub-CONTRACTOR, sub-contractor or third tier sub-contractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
2. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in

a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

3. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.
4. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the Work under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

B. CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

ARTICLE 30. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of ten (10) years following delivery and acceptance of the system(s), subject to the conditions set forth in the Specifications. Should any Work fail to comply with this warranty during the warranty period of ten (10) years, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

ARTICLE 31. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.

Time is of the essence in all respects under this Contract, and the parties agree that the VILLAGE will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the VILLAGE if the work is not completed on time. Accordingly, instead of requiring any such proof, the VILLAGE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay to the VILLAGE an amount equal to \$250.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the CONTRACTOR.

ARTICLE 32. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 34. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 35. PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
MAYOR

ATTEST:

BY: _____
VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: _____
VILLAGE ATTORNEY



EXHIBIT "A"
INVOICE FORM

Invoice to be standard invoice provided by CONTRACTOR referencing the purchase order number and describing what the payment covers.



EXHIBIT "B"

North Palm Beach Safety Rules

1. CONTRACTOR shall meet with General Manager to schedule the date for delivery and installation to begin.
2. CONTRACTOR shall check-in at the General Managers office prior to beginning Work on site.
3. The following list is provided as a reference to the CONTRACTOR:
4. CONTRACTOR agrees to follow North Palm Beach clean-up procedures.
 - A. The Contractor shall, on an on-going basis or at the direction of the General Manager, keep the Project site and surrounding area free from accumulation of waste materials, debris or rubbish caused by performance of the Contractor's Work.
5. CONTRACTOR shall agree to coordination of work as directed by General Manager
 - A. Work will be sequenced to allow other trades access to the work prior to the completion of this scope.
 - B. To avoid conflicts, Contractor shall work in cooperation with all other subcontractors to coordinate Contractor's Work with the work of others to establish routes, entrances, and elevations for their installations and other installations. Even with such cooperative and coordination efforts, should a conflict occur, General Manager will be the final arbitrator of conflict resolution and General Manager decision shall be final. Contractor hereby agrees to abide by such decision and make any changes necessary to eliminate such conflicts without additional cost of expense to Owner.
 - C. Contractor shall furnish all required submittal drawings, mix designs, PE stamps, samples, warranties etc., as required for this scope of work by specification if applicable.
 - D. Contractor shall maintain accurate, up-to-date "as-built" drawings during construction. Contractor shall dimension all concealed connections to wall intersections. Contractor shall submit "as-builts" and warranties prior to substantial completion. Contractor shall submit final "as-built" documents in hard copy (4 copies) to the General Manager. PDF format is acceptable.
 - E. Any sediment or erosion control measures disturbed during the execution of this Agreement will be repaired/replaced by Contractor at Contractor's expense.
 - F. Contractor shall construct all work to be within the more stringent of the applicable codes and standards or the Contract Documents.
 - G. Contractor understands that the existing North Palm Beach Country Club facility



shall remain occupied/operational and fully functional during the project. Any disruption or damage to the existing utilities or systems caused by Contractor shall be treated immediately as an emergency repair at no additional cost.

H. Normal work hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday work hours are 10:00 a.m. to 8:00 p.m., No Sunday work or work on Holidays unless by special permit. Contractor may establish other work hours, as necessary, with permission from General Manager.

6. CONTRACTOR shall agree to abide by the parking requirements as follows:

A. Minimal parking for company vehicles will be in a small designated area as directed by the General Manager depending on the phase of the project. Personal vehicles will not be permitted on site. A designated parking area may be provided if space allows. All parking off-site shall be in compliance with the Village of North Palm Beach requirements. Those cars allowed on the North Palm Beach Country Club property must enter through the main entrance off US-1.

B. All other vehicles will be required to park in other areas as designated by the General Manager. It is the responsibility of the Contractor to enforce compliance of these parking regulations with their employees.

C. Violators of this policy will be towed at the Contractor's expense.

7. CONTRACTOR shall take all necessary safety precautions with respect to performance of the Contractor's Work and shall comply with applicable safety measures and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property.

8. CONTRACTOR agrees and acknowledges that it has assumed full responsibility and liability for safety precautions in connection with the construction means, methods, techniques, sequences, supervision and procedures pertaining to Contractor's Work.

A. Reporting Injuries

All accidents or injuries deemed Recordable, Lost Time or Restricted by OSHA, or non-injury incidents resulting in property damage or high potential for severe injury shall be reported immediately to the Weitz Project Superintendent, giving full details and identifications and statements of any witnesses. The Contractor shall be responsible for completing a written injury and/or incident investigation and providing such report to the Weitz Project supervision in a timely manner.

B. Excavations

Excavations must be sloped, shored or shielded, and must meet all other OSHA requirements. Before digging in any location, the Contractor must check to ensure that all underground utilities have been located and properly marked.

C. Housekeeping

Contractor shall maintain good housekeeping in and around its Work areas at all times. Stack materials so that safe clearances are maintained and falling is prevented. Keep all walkways and aisles clear. Place cords and air hoses to one

side to allow safe passage. Remove loose overhead material, dispose of garbage and remove oil and water spillage. Immediately remove or bend over nails protruding from lumber. Secure all stored or loose materials (especially on roof) to prevent it from becoming airborne.

D. Illumination

All of Contractor's Work areas shall be properly illuminated at all times.

E. Ladders

Contractor shall train its employees in the safe use of ladders and scaffolding as required. Defective ladders and scaffold components shall be tagged and removed from service.

F. Tools and Equipment

Tools, equipment, trucks, loaders, backhoes, cranes and forklifts shall be used, operated and maintained properly to prevent injury. No Contractor employee shall operate any equipment unless specifically authorized and trained to do so. Powder-actuated tools require certified training before use. Power tools shall be operated only by authorized personnel and with guard's in-place. Hand tools such as hammers and chisels shall be properly used and maintained. All slings, choker and rigging equipment shall be free of defects. All hooks must have safety latches or keepers. Taglines shall be used to control loads when their use does not create an additional hazard. Tampering with or unauthorized use or removal of fire extinguishers from assigned locations is prohibited. All of Contractor's tools and equipment must be inspected daily by Contractor before use. Damaged tools shall be tagged "DO NOT USE" and removed from service immediately. Documentation of training and inspections shall be provided to Weitz upon request.

G. Unsafe Acts

Contractor's employees who report for work under the influence of intoxicants or narcotics or engage in the consumption of them on the Project site will be removed from the Project site. Contractor's employees who engage in horseplay, fistfights, unsafe acts, whistling, yelling at the public or obscene gestures will be removed from the Project site. Weapons of all types, including firearms, are strictly forbidden on the Project site.

H. Equipment Usage

The Contractor agrees to bring all equipment needed to perform the Work on this project and not utilize any equipment at the site that belongs to others.

I. Project Site Communications

Contractor shall have on site at all times a supervisor (or multiple supervisors if required by crew size) that is able to speak, understand and communicate in English all job site safety and contractual requirements, obligations and responsibilities to Contractor's workers and employees.

J. Site Authority

The General Manager shall be the final authority on all issues pertaining to site use, storage, safety issues, working space, parking, coordination among trades,

and all other common area site issues, and Contractor agrees to comply with all of General Manager decisions, rules and directives pertaining thereto.

K. Protection of Materials and Equipment

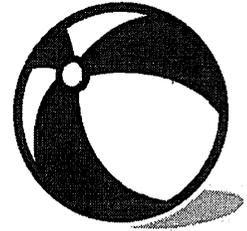
Contractor shall protect all material and equipment, which has not yet been incorporated into the Project. Where installed materials or equipment is subject to weather damage, Contractor shall provide protection until the Project is sufficiently complete to avoid damage.

Handwritten signature or initials in black ink, located in the bottom right corner of the page.



FAMILY POOLS INC.

873 SW South Macedo Blvd.
Pt. St. Lucie, FL 34983
License # CPC1456929
1-866-294-4011
772-785-9558 fax



Commercial Pool Cooler System
Village of North Palm Beach

QUALIFICATION OF BIDDERS:

(A) Evidence of current status as authorized dealer to sell and install the commercial pool cooler system offered.

Handwritten signature



54-PT ST LUCIE-SCP DIST.
 380 NW ENTERPRISE DR
 PORT SAINT LUCIE, FL 34986-222
 Phone 772-343-8906
 Fax 772-343-8907

Quotation

QUOTE #	54019401
LOCATION	54
DATE	06/18/19
PAGE	1 of 1

BILL TO

208479
 FAMILY POOL R/M (A)
 873 SW SOUTH MACEDO BLVD.
 PORT ST. LUCIE, FL 34983
 Phone 772-878-8452
 Fax 772-785-9558

SHIP TO

FAMILY POOL R/M (A)
 873 SW SOUTH MACEDO BLVD.
 PORT ST. LUCIE, FL 34983
 Fax 772-785-9558

QUOTE DATE 06/18/19	EXPIRE DATE 07/18/19	REQUIRED DATE	REFERENCE NUMBER GLACIER COOLER	PAYMENT TERMS NET 30 DAYS
WRITTEN BY 54 EUGENE MCKILLOP(54)		CONTACT FRANK RUSSO		SHIP VIA ROUTE TRUCK PROCESSING
FREIGHT TERMS IN/OUTBOUND		JOB NUMBER		SALES REP 54 /EUGENE MCKILLOP

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
*CPI GPC-2100 MODEL SWIMMING POOL COOLER/W THERMOSTAT CONTROLKIT FAMILY POOLS FRANK RUSSO AUTHORIZED SELLER AND INSTALLER OF ABOVE EQUIPMENT STATE LISC. NO. CPC1456929	1		EA	

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL

NO ORDERS WITHOUT PO# FROM ANYONE
 EXCEPT FRANK/WRITE NEXT TO ITEM (FRANK)

Accepted:

By: _____
 Date: _____



HOME RESIDENTIAL COMMERCIAL WHERE TO BUY PARTS & SERVICE BECOME A SERVICE PROVIDER LEARN MORE

Wholesale



POOL BUILDERS SUPPLY
"The Source For All Things Pool"



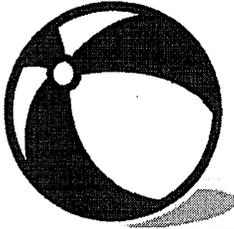
POOL CONTRACTORS SUPPLY



GREAT PLAINS SUPPLY
POOL & SPA PRODUCTS

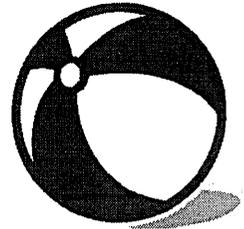


THE WORLDWIDE LEADER IN POOL CHILLING SYSTEMS



FAMILY POOLS INC.

**873 SW South Macedo Blvd.
Pt. St. Lucie, FL 34983
License # CPC1456929
1-866-294-4011
772-785-9558 fax**



Commercial Pool Cooler System
Village of North Palm Beach

QUALIFICATION OF BIDDERS:

(B) Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE COMMERCIAL POOL/SPA CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



RUSO, FRANKIE

FRANKIE'S POOLS, INC.

2721 W. SOUTH WACADO BLVD.

PORT ST. LUCIE, FL 34983

LICENSE NUMBER CPC156029

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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CITY OF PORT SAINT LUCIE BUSINESS TAX RECEIPT

PLEASE POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

Term: 10/01/2019 — 09/30/2020

2019 - 2020

Business Address: 873 SW SOUTH MACEDO BLVD

BTR#: 135178

Date Made: 07/17/2019

Business Name: PEBBLE CONCEPTS INC
Mailing Address: 873 SW SOUTH MACEDO BLVD

PORT ST LUCIE, FL 34983

Business Tax Authority

Category: Category 3 POOL/SPA CONTRACTOR
Additional Data:

\$134.00

Total Tax Paid: \$134.00

Business Tax Division
City of Port St Lucie
121 SW Port St Lucie Blvd, Bldg. B
Port St Lucie, FL 34984
772-344-4356

2019-2020 BUSINESS TAX RECEIPT RENEWAL NOTICE

The current business tax receipt will expire on September 30, 2019.

135178

\$134.00

PEBBLE CONCEPTS INC
873 SW SOUTH MACEDO BLVD
PORT ST LUCIE, FL 34983

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

RENEWED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance by Ken Brown, Inc. 707 Pennsylvania Ave Ste 1300 Altamonte Springs FL 32701	CONTACT NAME: PHONE (A/C, No, Ext): 321-397-3870 FAX (A/C, No): 321-397-3888	
	E-MAIL ADDRESS: certificates@insbykenbrown.com	
INSURED Family Pools, Inc 873 SW South Macedo Blvd. Port St. Lucie FL 34983	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Amerisure Mutual Ins. Co 23396	
	INSURER B : Amerisure Ins Company 19488	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 1106263887 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL20814210702	3/29/2019	3/29/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> PIP \$10,000		QA20868720701	3/29/2019	3/29/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 50		444488	3/7/2019	3/29/2020	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC208243008	3/29/2019	3/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

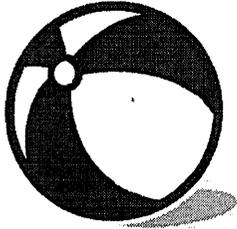
The Village of North Palm Beach
Building Division
420 US Highway 1, Suite 21
North Palm Beach FL 33408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

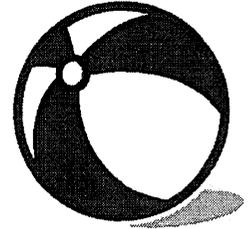
AUTHORIZED REPRESENTATIVE

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FAMILY POOLS INC.

873 SW South Macedo Blvd.
Pt. St. Lucie, FL 34983
License # CPC1456929
1-866-294-4011
772-785-9558 fax



Commercial Pool Cooler System
Village of North Palm Beach

QUALIFICATION OF BIDDERS:

(C) Evidence that manufacturer offered has been in this business for five (5) consecutive.



AZ CORPORATION COMMISSION
FILED

JAN 21 2011

FILE NO L-1654344-6

**Articles of Organization
of**

Glacier Pool Coolers, LLC

Pursuant to A.R.S. 29-632, the undersigned state as follows:

Article 1: Name

The name of this Limited Liability Company is:
Glacier Pool Coolers, LLC

Article 2: Registered Office

The address of the registered office in Arizona is:

P.O. Box 5198
Scottsdale, AZ 85261-5198

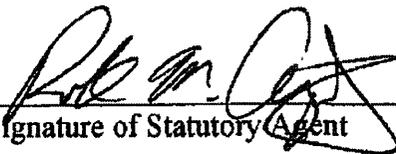
Article 3: Statutory Agent

The name and street address of the Statutory Agent for this company is:

Rick M. Argovitz
10310 N. 135th Way
Scottsdale, AZ 85259

Acceptance of Appointment By Statutory Agent

I Rick M. Argovitz, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.



Signature of Statutory Agent

Article 4: Dissolution

The latest date on which the Limited Liability Company must dissolve is **January 1, 2050.**

Article 5: Management

Management of this company is reserved to the member(s):
The name and address of each person who is a member is:

RAM Innovations, LLC
10310 N. 135th Way
Scottsdale, AZ 85259 Member

Investment Solution, LLC
10310 N. 135th Way
Scottsdale, AZ 85259 Member

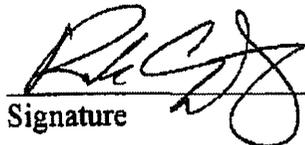
EXECUTED this 20th day of January, 2011



Signature

Rick ARBOVITZ

Printed Name



Signature

Rick ARBOVITZ

Printed Name

PHONE 480-272-7700

FAX 866-276-2083



US007624589B1

(12) **United States Patent**
Argovitz

(10) **Patent No.:** **US 7,624,589 B1**
(45) **Date of Patent:** **Dec. 1, 2009**

(54) **METHOD AND APPARATUS FOR COOLING SWIMMING POOL WATER**

(76) **Inventor:** **Rick Martin Argovitz**, 4610 Meadows Edge La., Houston, TX (US) 77084

(*) **Notice:** Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 752 days.

(21) **Appl. No.:** **10/945,143**

(22) **Filed:** **Sep. 20, 2004**

(51) **Int. Cl.**
F28D 5/00 (2006.01)

(52) **U.S. Cl.** **62/304; 62/121; 62/314; 62/DIG. 11**

(58) **Field of Classification Search** **62/121, 62/304, 314, DIG. 11**
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

- 4,189,791 A 2/1980 Dundas
- 5,084,217 A * 1/1992 Dodds 261/36.1
- 5,349,829 A * 9/1994 Tsimmerman 62/314
- 6,122,922 A 9/2000 Conner
- 6,128,792 A * 10/2000 Mathews 4/508

- 6,138,294 A 10/2000 Desjoyaux et al.
- 6,338,256 B1 * 1/2002 Tien 62/305
- 6,595,011 B1 * 7/2003 Forgy 62/91
- 2001/0029625 A1 10/2001 Lynn
- 2001/0047539 A1 12/2001 Lynn

FOREIGN PATENT DOCUMENTS

JP 57169553 A2 10/1982

* cited by examiner

Primary Examiner—Frantz F Jules

Assistant Examiner—Azim Rahim

(74) *Attorney, Agent, or Firm*—Kenneth L Tolar

(57) **ABSTRACT**

A method and apparatus for cooling swimming pool water includes diverting a stream of swimming pool water to a distribution header. The distribution header includes a plurality of dispersing apertures for converting the stream of swimming pool water into a plurality of smaller streams. Positioned immediately beneath the distribution header is a fill medium through which the smaller streams of water pass where they are atomized into smaller droplets. An electric fan is positioned above the distribution header for forcing ambient air through the fill medium to invoke evaporative cooling of the atomized water. The resulting evaporatively cooled water is collected in a reservoir and returned to a swimming pool.

8 Claims, 2 Drawing Sheets

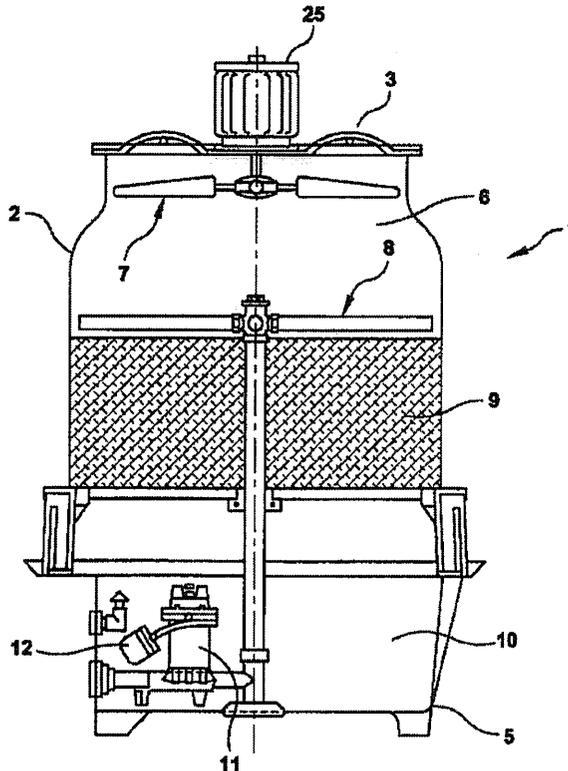


FIG. 1

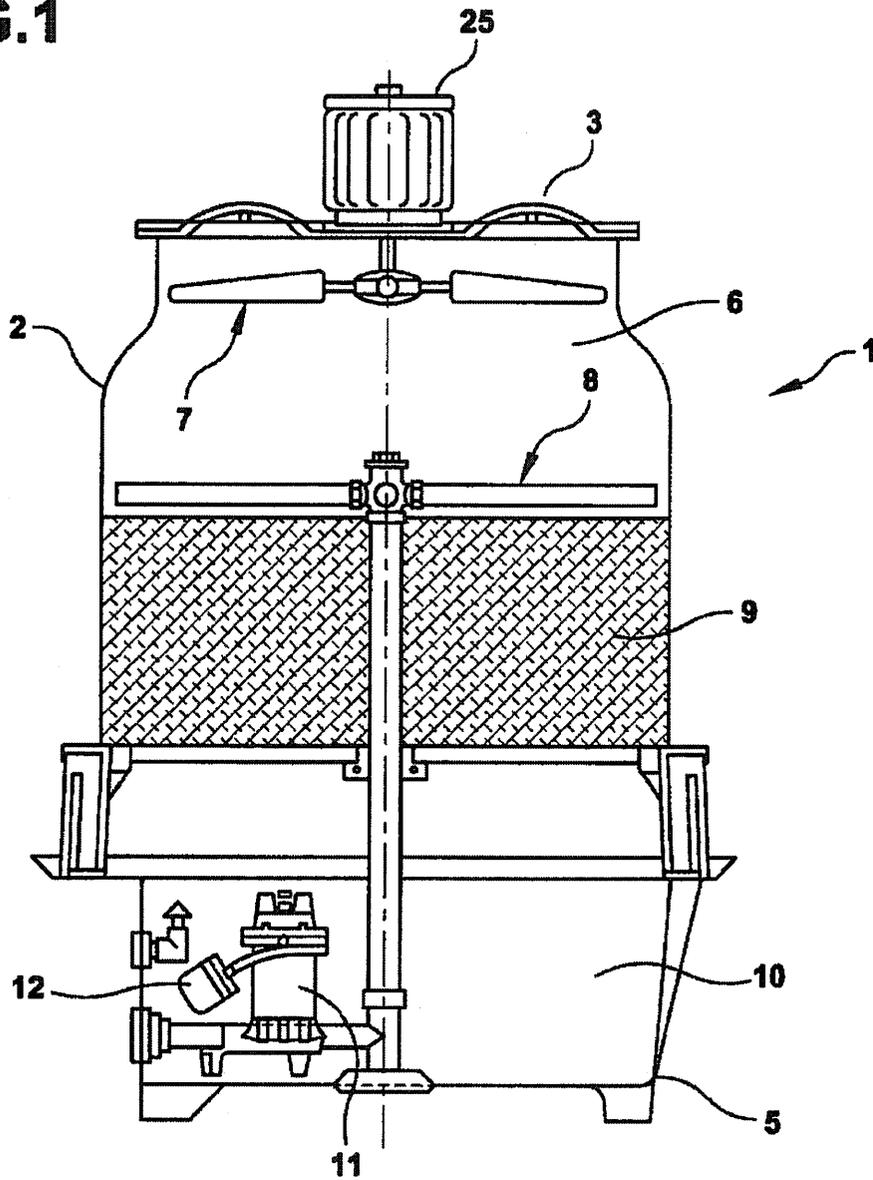
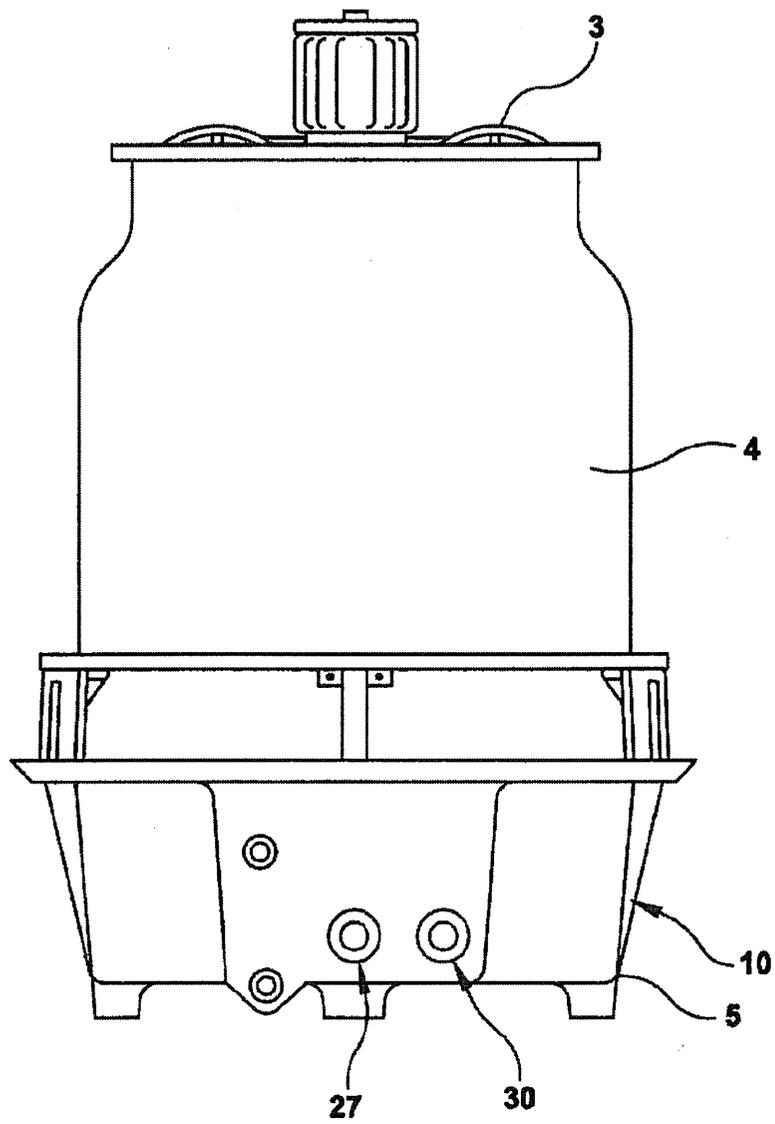


FIG. 2



METHOD AND APPARATUS FOR COOLING SWIMMING POOL WATER

BACKGROUND OF THE INVENTION

The present invention relates to a method and apparatus for cooling swimming pool water.

DESCRIPTION OF THE PRIOR ART

A swimming pool is an excellent source of relief from the heat during summer months. In extremely hot climates, however, the swimming pool water can become so warm that any potential benefit is significantly diminished. Though many devices and methods exist in the prior art for heating swimming pools in colder climates, relatively few devices have been heretofore designed to cool swimming pools in warmer climates.

For example, U.S. Pat. No. 4,189,791 issued to Dundas discloses a swimming pool heating and cooling system including pumping ambient air through a submerged, perforated manifold tube. The resulting air bubbles ascend the swimming pool water resulting in heat exchange therebetween.

Japanese patent no. JP57169553A2 issued to Mitsunori discloses a swimming pool heating and cooling device including positioning underground pipes parallel to a swimming pool bottom. Cooling or heating air is diverted to the pipes.

U.S. Pat. No. 6,122,922 issued to Conner discloses an air and water cooling apparatus for efficiently cooling a structure.

U.S. Pat. No. 6,138,294 issued to Desjoyaux et al. discloses a compartmentalized pumping and filtering mechanism for a swimming pool.

U.S. published patent application no. 2001/0029625 filed on behalf of Lynn ('625) discloses a swimming pool heating and cooling system including diverting water through a waterfall at strategic times of the day to achieve maximum heat exchange with ambient air; a movable surface (i.e., a raft) is positioned below the waterfall to further maximize the heat transfer efficiency.

U.S. published patent application no. 2001/0047539 filed on behalf of Lynn discloses a swimming pool heating and cooling system similar to that disclosed in Lynn, supra.

Though a couple of devices cited above disclose means for cooling swimming pool water, most are expensive, complicated and cumbersome to install. Furthermore, the effectiveness of such methods is minimal. The present invention provides a cooling tower that can be easily coupled with an existing swimming pool recirculating water system; the cooling tower employs conventional evaporative cooling technology to conveniently and efficiently cool swimming pool water.

SUMMARY OF THE INVENTION

The present invention relates to a method and apparatus for cooling swimming pool water. The apparatus comprises an evaporative cooler including a hollow tower having an open upper end, one or more outer walls, a lower end and an interior chamber. Positioned near the upper end is a motor operated fan. Received within the tower interior at a predetermined distance beneath the fan is a rotary water distribution header having a plurality of dispensing apertures thereon. The header is preferably in fluid communication with the swimming pool recirculating water system. Immediately beneath the distri-

bution header is a layer of fill medium having a predetermined height that atomizes falling water into droplets. Immediately beneath the fill medium is a reservoir for collecting water exiting the medium. A pump is positioned within the reservoir that operates intermittently to prevent the reservoir from overflowing.

The method according to the present invention includes diverting a stream of swimming pool water, preferably from the swimming pool filtering system, to the water header. The existing water pressure within the recirculating water system causes the header to rotate while dispensing streams of water through the apertures and onto the fill medium. The water streams are atomized as they traverse the medium so as to enlarge the surface area available for direct contact with ambient air. Contemporaneously, the electric fan is activated which pulls ambient air upwardly through the fill where it contacts the atomized water thereby initiating evaporative cooling. The resulting cooled water falls into the reservoir where it is returned to the swimming pool recirculating water system, or alternatively directly to the swimming pool basin.

It is therefore an object of the present invention to provide a method and apparatus that effectively and efficiently cools swimming pool water.

It is another object of the present invention to provide a method and apparatus for cooling swimming pool water that uses evaporative cooling principles to effectively and efficiently cool swimming pool water.

Other objects, features and advantages of the present invention will become readily apparent from the following detailed description of the preferred embodiment when considered with the attached drawings and the appended claims.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a cross-sectional view of the cooling apparatus according to the present invention.

FIG. 2 is a plan view of the cooling apparatus according to the present invention.

DESCRIPTION OF THE PREFERRED EMBODIMENT

A typical swimming pool includes a recirculating water system that diverts the swimming pool water to a filtering mechanism. The recirculating system includes a pump with a suction and return line coupled therewith. The pump typically transfers water from the swimming pool bottom, through the suction line to the filtering mechanism. The return line extends from the filtering mechanism to the pool basin for returning filtered water thereto.

Referring now to FIGS. 1 and 2, the present invention relates to a method and apparatus for cooling swimming pool water within a swimming pool of the type described above. The apparatus includes an evaporative cooler, depicted generally at 1, including a hollow tower 2 having an open upper end 3, one or more outer walls 4, a lower end 5 and an interior chamber 6. Positioned near the upper end is a motor 25 operated fan 7. Positioned within the tower interior at a predetermined distance beneath the fan is a rotary water distribution header 8 having a plurality of dispensing apertures thereon. The header is in fluid communication with the recirculating water return line.

Immediately beneath the distribution header is a layer of fill medium 9 having a predetermined height that atomizes falling streams of water into droplets. Proximal the lower end of the tower is a reservoir 10 for collecting water exiting the medium. The reservoir includes an inlet port 27 that is in fluid

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communication with the distribution header and an outlet port 30 that is in communication with the recirculating system suction line. Alternatively, a designated line extends from the lower outlet to the swimming pool basin, if for example, the cooling system is being installed simultaneously with the construction of a new pool.

A pump 11 is positioned within the reservoir that operates intermittently to prevent the reservoir from overflowing. The pump includes an exposed inlet and an outlet that is in fluid communication with the recirculating water suction line, or the designated line, mentioned supra. During normal operation, water is pulled through the reservoir pump 11 by the recirculating filter system pump and into the suction line for return to the swimming pool. Alternatively, the reservoir pump delivers it directly to the swimming pool basin via the designated line. The reservoir pump includes a float activated switch means 12 for activating the pump when the fluid level within the reservoir exceeds a predetermined level whereby the sump pump supplements the filtering system pump to lower the fluid level within the reservoir. Accordingly, valves are positioned on the tower inlet and outlet water lines which are adjusted to maintain a minimal water level within the reservoir so as not to cavitate the pool recirculating pump.

The method according to the present invention includes diverting a stream of swimming pool water, preferably from the swimming pool filtering system, to the water header. The existing water pressure within the recirculating water system causes the header to rotate while dispensing streams of water through the apertures and onto the fill medium. The water streams are atomized as they fall through the medium so as to enlarge the surface area available for direct contact with ambient air. Contemporaneously, the electric fan is activated which pulls ambient air upwardly through the fill medium where it contacts the atomized water thereby initiating evaporative cooling. The resulting cooled water falls into the reservoir where it is returned to the swimming pool recirculating water system.

The above described device is not limited to the exact details of construction and arrangement of parts provided herein. Furthermore, the size, shape and materials of construction of the various components can be varied.

Although there has been shown and described the preferred embodiment of the present invention, it will be readily apparent to those skilled in the art that modifications may be made thereto which do not exceed the scope of the appended claims. Therefore, the scope of the invention is only to be limited by the following claims.

What is claimed is:

1. In combination with a swimming pool having a swim basin with water therein, a suction line extending from the basin to a filtering system and a return line extending from the filtering system to the basin, an apparatus for cooling water within the basin comprising:

- a hollow tower having an upper end, a lower end and an interior;
- a motorized fan positioned at the upper end of said tower;
- a water distribution header positioned beneath said fan, said distribution header in fluid communication with said return line, said header having a plurality of dispensing apertures thereon;

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a fill medium received within said tower interior and positioned beneath said header, said medium configured to atomize streams of water coming in contact therewith; a reservoir positioned beneath said medium, said reservoir in fluid communication with said basin whereby said fan pulls ambient air upwardly through said atomized streams of water to invoke evaporative cooling thereof allowing cooled water to be collected in said reservoir and redirected to said basin.

2. The apparatus according to claim 1 further comprising an overflow pump received within said reservoir for draining said reservoir in an overflow condition.

3. The apparatus according to claim 2 further wherein said pump includes an automated actuation means for automatically activating said pump when fluid within said reservoir exceeds a predetermined level.

4. A swimming pool cooling system comprising:

- a swimming pool having a swim basin with water therein;
- a suction line extending from the basin to a filtering system;
- a return line extending from the filtering system to the basin;
- a recirculating pump connected to said suction line and said return line for transferring water from said swim basin to a filtering system and back to said basin;
- a hollow tower having an upper end, a lower end and an interior;
- a motorized fan positioned at the upper end of said tower;
- a water distribution header positioned beneath said fan, said distribution header in fluid communication with said return line, said header having a plurality of dispensing apertures thereon;
- a fill medium received within said tower interior and positioned beneath said header, said medium configured to atomize streams of water coming in contact therewith;
- a reservoir positioned beneath said medium, said reservoir in fluid communication with said basin whereby said fan pulls ambient air upwardly through said atomized streams of water to invoke evaporative cooling thereof allowing cooled water to be collected in said reservoir and redirected to said swim basin.

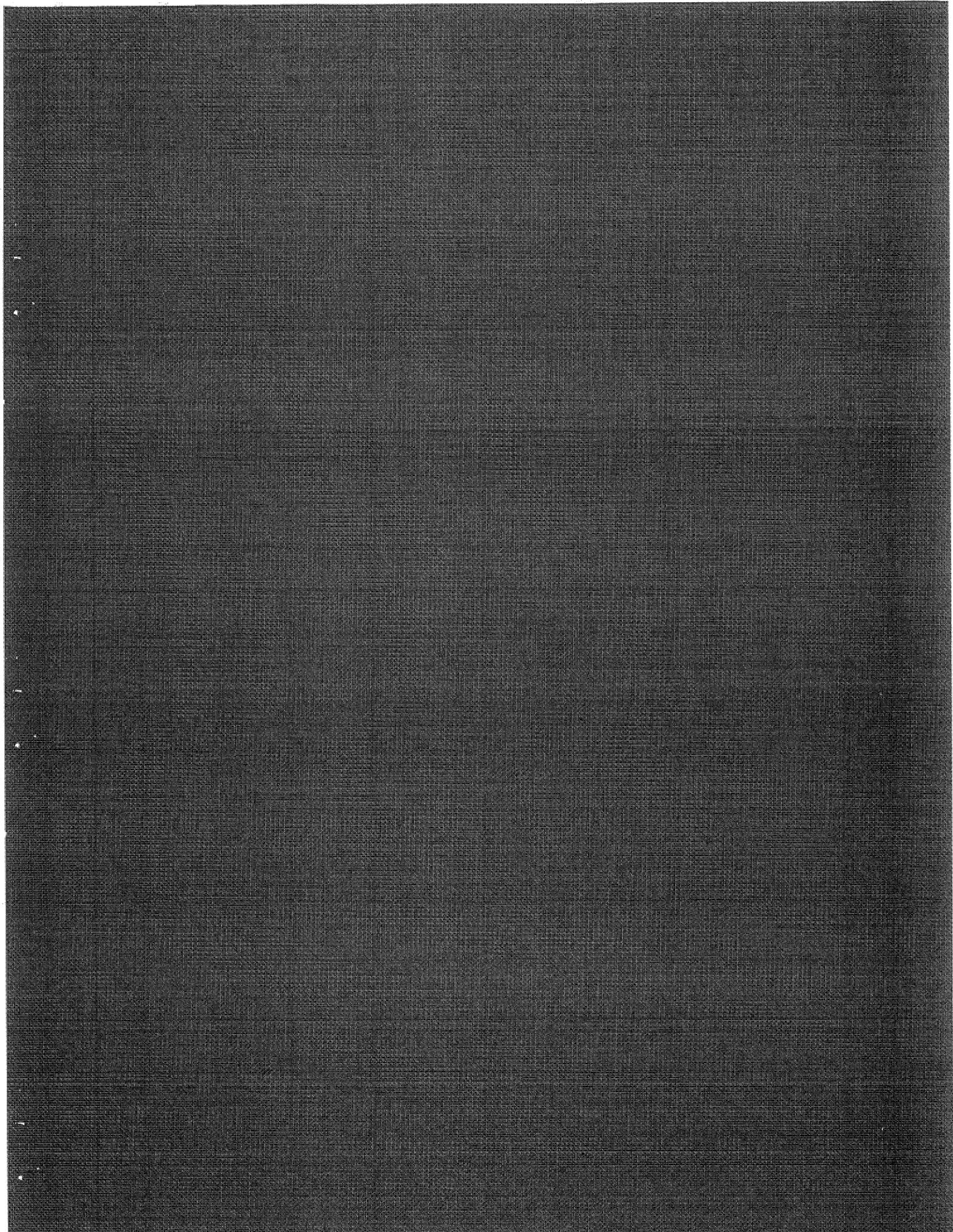
5. The apparatus according to claim 4 further comprising an overflow pump received within said reservoir for draining said reservoir in an overflow condition, said overflow pump including an exposed inlet, and an outlet in fluid communication with said suction line.

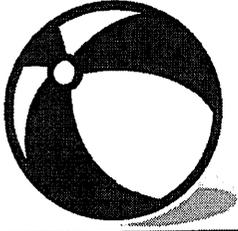
6. The apparatus according to claim 5 further wherein said overflow pump includes an automated actuation means for automatically activating said pump when fluid within said reservoir exceeds a predetermined level.

7. The apparatus according to claim 6 wherein said automated actuation means for automatically activating said pump when fluid within said reservoir exceeds a predetermined level includes a float activated switch means on said reservoir pump for activating the pump when the fluid level within the reservoir exceeds a predetermined level whereby the overflow pump supplements the recirculating pump to lower the fluid level within the reservoir.

8. The apparatus according to claim 7 further comprising means for manually adjusting the minimal water level within the reservoir so as not to cavitate the swimming pool recirculating pump.

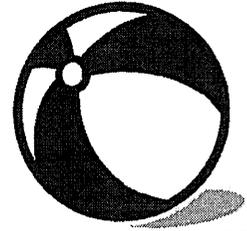
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FAMILY POOLS INC.

**873 SW South Macedo Blvd.
Pt. St. Lucie, FL 34983
License # CPC1456929
1-866-294-4011
772-785-9558 fax**



Commercial Pool Cooler System
Village of North Palm Beach

Submittals:

Installation and user manual is all inclusive meeting the submittal requests below:

- A. Product Data: Submit manufacturer's product literature and installation instructions.
- B. Drawings: Provide dimensional layout of complete system offered
- D. Maintenance Data: Provide manufacturer's operation manual, maintenance and care instructions, and instructions for care and cleaning of the finish.

IMPORTANT !!

IMPORTANTE !!

**INSTALLER MUST READ ENTIRELY
BEFORE INSTALLATION !**

**INSTALADOR DEVE LEER COMPLETAMENTE ANTES
DE INSTALAR !**

DO NOT DISCARD !!

NO DESECHAR !

SAVE THESE INSTRUCTIONS !!

GUARDAR INSTRUCCIONES !

GIVE THIS MANUAL TO POOL OWNER !!

**ENTREGAR ESTE MANUAL A EL PROPIETARIO DE LA
ALBERCA !**





GLACIER POOL COOLERS, LLC OPERATOR INSTRUCTIONS, INSTALLATION AND SERVICE MANUAL

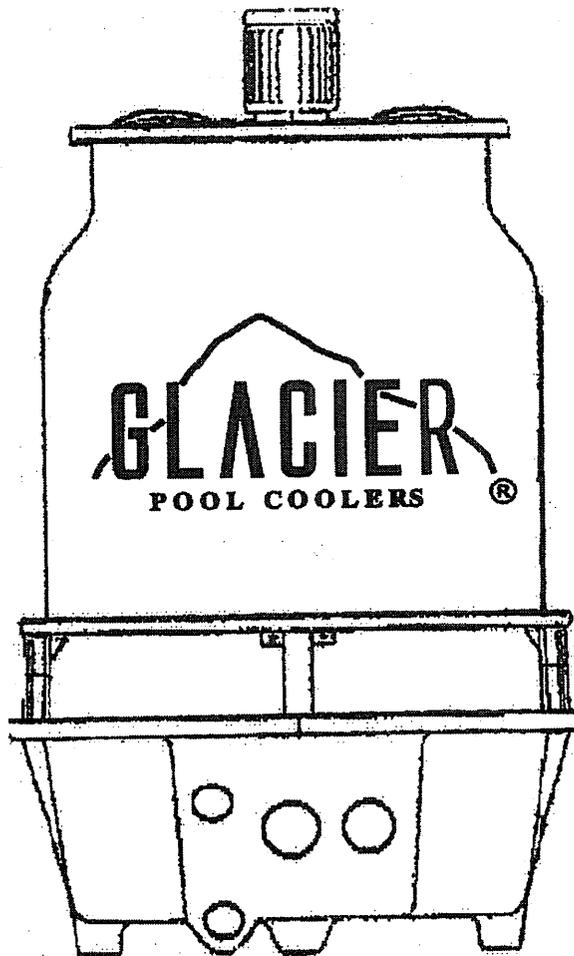
Instrucciones De Instalacion Manual De Servicios

ALL MODELS

Aplica Para Todo Tipo De Modelos

GPC-25 THROUGH GPC-2100 SERIES

Desde Series GPC 25 a Series 2100



GPC 25 -2100 SERIES

PATENT NO:
US 7,624,589 B1

MADE IN THE USA



Copywrite 2018

GLACIER POOL COOLERS, LLC P.O. BOX 5198 SCOTTSDALE, AZ 85261
PHONE: (480)272-7700 FAX: (866)276-2083
www.glacierpoolcoolers.com



GLACIER POOL COOLERS, LLC

IMPORTANT INSTRUCTIONS FOR YOUR SAFETY

This product must be installed and serviced by authorized personnel, qualified in pool equipment installation. Improper installation and/or operation could cause serious injury or property damage. Improper installation and/or operation will void the warranty.

When installing and using this electrical equipment, basic safety precautions should always be followed, including the following:

- 1. READ AND FOLLOW ALL INSTRUCTIONS
BEFORE INSTALLATION!**
- 2. WARNING: TO REDUCE THE RISK OF INJURY, DO NOT
PERMIT CHILDREN TO USE THIS PRODUCT UNLESS THEY ARE
CLOSELY SUPERVISED AT ALL TIMES.**
- 3. SAVE THESE INSTRUCTIONS. DO NOT DISCARD!
GIVE THIS MANUAL TO POOL OWNER!!**



GLACIER POOL COOLERS, LLC

INSTRUCCIONES IMPORTANTES DE SEGURIDAD

Este producto debe ser instalado por personal autorizado, especializado en aparatos de instalación para albercas. Instalación inapropiada y/o uso incorrecto puede causar serias lesiones o daños a la propiedad. Instalación inapropiada y/o uso indebido anulara la garantía.

Precauciones básicas de seguridad deben ser seguidas al instalar y usar este material eléctrico, incluyendo las siguientes:

- 1. Leer y seguir instrucciones antes de instalar!**
- 2. Peligro: Niños deben ser supervisados al usar este producto para reducir el riesgo de lesiones.**
- 3. Guardar estas instrucciones. No desechar! Estregar este manual al dueño de la alberca!!**



PREFACE

Adequate knowledge of pool cooler maintenance and control is necessary for optimum safe performance over time. In this manual, equipment, function, operation, and checking procedures will be described as follows:

CAUTIONS DURING OPERATION

Keep hands and foreign objects away from fan motor and assembly at all times.

Since the cooling performance will be affected by the volume of the circulating water, be sure to maintain the regulation of water flow at all times.

Keep the interior of the cooler always clean and take care that no scale, calcium, salt, or debris accumulates.

When the level of the water in the basin drops, air is sucked in and cavitation may develop; therefore, it is necessary to keep the water at the proper level at all times. It is important to note that the water level should rise and fall with the pump operation. **DO NOT** try to balance the water level as doing so will eventually result in the basin being sucked dry and **WILL NOT ALLOW WATER TO YOUR POOL PUMP, WHICH IN RESULT COULD DAMAGE THIS PUMP.**

WARRANTY INFORMATION

The Glacier Pool Cooler is sold with a limited factory warranty. A copy of the warranty is included in a plastic bag inside the cooler and on the back cover of this manual. The warranty does not cover damage caused by improper installation, operation, or field modification; or damage caused by corrosive water. See section on pool water chemistry and salt water pool disclaimer for guidelines.

Glacier Pool Coolers, LLC warrants all parts to be free from manufacturing defects in materials and workmanship for a period of one year from the date of retail purchase, with the following exceptions:

- Residential & Commercial models will be covered for two years

You can register your unit by emailing the following information to registration@glacierpoolcoolers.com:

PURCHASE DATE

RETAILER PURCHASED FROM

MODEL NO

SERIAL NO (located on fan motor plate)

YOUR NAME, INSTALLED ADDRESS, AND PHONE NUMBER

PORTADA

Conocimiento adecuado y control del mantenimiento es necesario para un desempeño óptimo. El uso correcto del material será descrito a continuación:

PRECAUCIONES DURANTE EL MANEJO DE LA MAQUINARIA

Mantén manos y objetos exteriores lejos del motor del ventilador

El desempeño de la unidad de enfriamiento será afectado por el volumen del flujo de agua, asegúrate de mantener la regulación del flujo o corriente del agua al margen para prevenir fallas.

Mantén el interior de la unidad de enfriamiento siempre limpio y asegúrate que ningún tipo de escombros, óxidos, o desechos se acumulen.

Cuando el nivel de la toma de agua baja, aire se aspira en vacío. Esto puede causar evaporización, más correctamente cavidades, por lo cual es necesario mantener un nivel de agua correcto para prevenir daños. Es importante saber que el agua debe estar en el nivel marcado en las regulaciones de la bomba de agua. **NO SE RRECOMIENDA** tratar de balancear el nivel de agua porque el tubo será aspirado en seco y no dejara que el agua fluya a la bomba de la alberca, **LO CUAL CAUSARA DAÑOS ALA BOMBA.**

INFORMACION DE LA GARANTIA

Glacier Pool Cooler se vende con una garantía limitada de fábrica. Una copia de la garantía está incluida en una bolsa plástica dentro de la unidad de enfriamiento y otra en la parte posterior de este manual. La garantía no cubre daños causados por instalación mal hecha.

Glacier Pool Coolers, LLC da un año de garantía en todas las piezas desde el día de la compra, con la excepción de:

- Piezas comerciales para albercas comerciales serán cubiertas por dos años.

Puedes registrar tu unidad mandando la siguiente información a registration@glacierpoolcoolers.com:

FECHA DE LA COMPRA

LUGAR DE COMPRA

NUMERO DE MODELO

NÚMERO DE SERIE (localizado en la placa del motor del ventilador)

NOMBRE, LUGAR DONDE SE IZÓ LA INSTALACIÓN, Y NÚMERO DE TELÉFONO.

OPERATING INSTRUCTIONS

CHECK THE COOLER

Installer Needs To Check The Following BEFORE Installation:

1. Tighten any loose nuts and bolts on ALL areas outside of the pool cooler (visible) from top to bottom. These can come loose by vibration during shipping.
2. Tighten ALL bulkhead fittings at the bottom of the unit. This is done by tightening the union o-ring on the inside of the unit's basin.
3. Make sure the unit is leveled on the surface where it is being installed.

TO START AND OPERATE COOLER

MANUAL OPERATION

Close main drain. *(This is the far left 1" line with ball valve at the bottom basin.)*

Turn pool pump on.

Open center valve (about 10 % open) to the two o'clock position. This is the input line to the pool cooler. *(Installer should marked this valve after setting)*

Look through hand hole cover. Sprinkler wands should be turning at a "moderate" medium speed.

If sprinkler wands aren't turning, slightly open center valve more to allow increased water flow and air out of the line which will activate wands. If sprinkler wands are moving too fast, close valve off more. *(If water is splashing through the top of fan guard it is too fast.)*

Wait approx. 30 seconds while basin fills with water.

Open right valve (about 10-12% open) to the two ½ o'clock position. This is the output line back to the pool. The chilled water will drain out slowly. If the water does not show it is draining, open your valve a little bit more until you see it draining down. THIS IS YOUR SET POINT ON THE OUTPUT LINE. You want the water to drain completely and then rise again to the sump pump float switch. Then the sump pump will turn on drain the water basin again. This is how the cooler works with water flow going up and down. DO NOT BALANCE THE WATER LEVEL, THIS WILL CAUSE OVERFLOWING OR CAVITATION. *(Installer should mark valve after setting)*

Turn fan switch to the on position in the switch box or with your automated controls.



WARNING

Setting inlet and outlet lines improperly can cause large scale water loss or flooding. Special attention must be made each time cooler is operating especially after any change to pool water pressure. Glacier Pool Coolers, LLC cannot be responsible for such water loss or flooding or resulting damage.

INSTRUCCIONES DE FUNCIONAMIENTO

REVISA LA UNIDAD DE ENFRIAMIENTO

Instalador necesita revisar lo siguiente antes de empezar con la instalación:

1. Apretar tornillos que se encuentren sueltos o mal puestos de arriba a abajo en TODAS las áreas exteriores (visibles) de la unidad de enfriamiento para albercas. Estos se pueden aguar por la vibración causada al momento de manejo y envío.
2. Revisar partes interiores y exteriores para asegurarte que todas las partes estén aseguradas y los sellos que se encuentran en la parte de abajo de la unidad se encuentren apretados.
3. Asegúrate de que la unidad este nivelada en la superficie donde será instalada.

PARA INICIAR EL FUNCIONAMIENTO DE LA UNIDAD DE ENFRIAMIENTO

MANUAL DE FUNCIONAMIENTO

Cierra el drenaje principal (este es el último en la izquierda con la válvula redonda en la parte baja de la tubería)

Prende la bomba de la alberca

Abre la válvula que se encuentra en el centro (alrededor de un 10%) con las manecillas de un reloj en la posición de las dos. Esta es la línea de introducción para unidad de enfriamiento. (Instalador debe marcar esta válvula después de colocación)

Ve a través del agujero y asegúrate de que la rociadora/regadera este dando vueltas en una velocidad mediana o "moderada".

Si las manecillas de la rociadora no están dando vueltas, abre un poco más la válvula del centro para permitir más corriente de agua y ventilación, esto activara la rociadora. De lo contrario, si estas van a una velocidad muy rápida cierra la válvula un poco más. *(Si agua salpica a través del ventilador de arriba esto quiere decir que están en una velocidad muy alta y deben ser puestas en una velocidad mediana.)*

Espera aproximadamente 30 segundos a que la cisterna o tubería se llene de agua.

Abre la válvula derecha (alrededor de un 13%) con las manecillas de un reloj en la posición de las dos $\frac{1}{2}$. Esta es la línea de salida que regresa a la alberca. El agua fresca saldrá lentamente. Si no sale agua abre un poco mas la válvula asta que salga agua. ESTE ES EL AJUSTE DE LA LINEA DE SALIDA. Deja drenar el agua completamente y luego subirá de nuevo al nivel correcto donde se encuentra el interruptor de la bomba. Esto activara la bomba y volverá a drenar el agua. Con el flujo de agua yendo de arriba para abajo es como funciona la unidad de enfriamiento. NO TRATES DE BALANCIAR EL NIVEL DE AGUA, ESTO CAUSARA INUNDACION Y DAÑOS ALA UNIDAD. *(Instalador debe marcar válvula después de colocación)*

Prende el interruptor del ventilador manualmente o con los controles automatizados



PELIGRO!!!

Colocación incorrecta de las líneas de salida y entrada pueden causar perdida de agua e inundación. Atención especial debe ser tomada cada vez que el sistema de enfriamiento esté en funcionamiento, especialmente después de cualquier cambio a la presión de agua en la alberca. Glacier Pool Coolers, LLC no se hará responsable por daños a la propiedad, perdida de agua e/o inundaciones.

IMPORTANT: OPERATE AND RUN YOUR POOL COOLER OVERNIGHT FOR MAXIMUM COOLING CAPACITY. A MINIMUM OF 10 TO 12 HOURS IS REQUIRED. WE DO NOT RECOMMEND OPERATING POOL COOLER DURING DAYTIME HOURS ONLY. THE HEAT FROM THE SUN AND DAYTIME TEMPERATURES WILL OVER POWER THE CHILLING PROCESS.

TURNING THE COOLER OFF

Turn the fan switch to the OFF position or turn your automated controls OFF to the chiller.

Close the center and right valves and open the main drain valve and leave open until next use.

THE COOLER SHOULD BE LEFT IN THIS POSITION WHEN NOT IN USE! FAILURE TO FOLLOW THESE INSTRUCTIONS COULD RESULT IN BURNING UP THE SUMP PUMP SYSTEM!

During summer months of operation, you DO NOT have to open and close the valves after every chilling cycle. Your check valves in line will hold the water in the pool coolers basin and will allow your pool pump to turn on and re-cycle and prime itself for the next day use. The pool cooler will keep cycling the pool water back through to the pool.

TO WINTERIZE YOUR POOL COOLER PLEASE FOLLOW THE INSTRUCTIONS ABOVE FOR TURNING OFF THE POOL COOLER.

***These instructions are for manual operation. If system is automated refer to your automated system instructions.*

MAINTENANCE

Clean Basin

Open the drain at the bottom of the water basin and drain. Remove dirt and debris and clear suction holes at base of pump and basin with pool water or hose as needed. Close the drain for start of operation.

Clean Fan Guard

Clean leaves, pine needles, and any other debris from the top of the cooler on or around the fan guard.

Check Inside

Remove hand hole cover and inspect interior of cooler. Remove any debris from top of PVC filling by reaching through the hand hole cover. **ALWAYS MAKE SURE COOLER IS COMPLETELY TURNED OFF BEFORE REACHING INSIDE THE UNIT! NEVER PLACE HAND INSIDE UNIT WHEN FAN MOTOR IS ON!**

GLACIER POOL COOLERS, LLC PO BOX 5198 SCOTTSDALE, AZ 85261 (480)272-7700

IMPORTANTE PRENDE LA UNIDAD DE ENFRIAMIENTO DURANTE LA NOCHE PARA MÁXIMA CAPACIDAD DE ENFRIAMIENTO. UN MÍNIMO DE 10 A 12 HORAS ES REQUERIDO. NO RECOMENDAMOS OPERAR LA UNIDAD DE ENFRIAMIENTO DURANTE EL DÍA. LOS RAYOS SOLARES Y TEMPERATURAS HÚMEDAS NO PERMITIRÁN QUE LA UNIDAD DE ENFRIAMIENTO FUNCIONE DEBIDAMENTE.

COMO APAGAR LA UNIDAD DE ENFRIAMIENTO

Apaga el interruptor de luz o simplemente presiona el botón de apagar que se encuentra localizado en los controles automatizados.

Cierra la válvula del centro y la de la derecha. Abre la válvula de drenaje principal y déjala abierta hasta el próximo uso.

LA UNIDAD DE ENFRIAMIENTO DEBE SER DEJADA EN ESTA POSICION CUANDO NO SE ENCUENTRA EN USO! FALLO AL SEGUIMIENTO DE ESTAS INSTRUCCIONES PUEDE RESULTAR EN DAÑOS A LA UNIDAD Y AL SISTEMA DE BOMBAS.

Durante los días de verano, NO tienes que abrir y cerrar las válvulas después de cada uso. Las válvulas funcionarán por sí mismas en ciclos. Las válvulas retendrán agua en la cisterna del sistema y dejara que la bomba se active y esté lista para el siguiente día.

SIGUE LAS INSTRUCCIONES DE ARRIBA PARA APAGAR LA UNIDAD EN TIEMPOS DE INVIERNO.

***Estas instrucciones son para funcionamiento manual. Refiérete a las instrucciones de sistema automatizado si el sistema es automático.*

MANTENIMIENTO

LIMPIA LA CISTERNA

Abre el drenaje de abajo y deja que salga el agua. Remueve escombros y desechos acumulados, limpia con el agua de la alberca o con una manguera todos los agujeros donde el agua es succionada. Cierra el drenaje al terminar.

LIMPIA LA BARRERA DEL VENTILADOR

Remueve hojas de árboles, escombros, polvo, y cualquier otro tipo de basuras que se encuentren alrededor de este para permitir que funcione correctamente.

REvisa EN LA PARTE INTERIOR DE LA UNIDAD

Inspecciona la parte interior para asegurarte de que el sistema se encuentre limpio y libre de escombros. ANTES DE METER LA MALO O CUALQUIER ARTICULO DE LIMPIEZA ASEGURATE DE QUE EL SISTEMA ESTE APAGADO COMPLETAMENTE. NUNCA METAS LA MANO SI EL SISTEMA ESTA CORRIENDO Y LOS VENTILADORES ESTEN PRENDIDOS!

Pool Water Chemistry

Failure to maintain pool water chemistry can result in rusting, corrosion, or scaling buildup on your pool cooler. The proper chemical balance in your pool water should be the following:

pH level between 7.2 and 7.8

Total Alkalinity (TA) between 80-120 ppm

Total Dissolved Solids (TDS) less than 2000

Salt Water Pools*

Understand that salt is a corrosive mineral. Salt likes to remove ions and can take zinc away from galvanized steel and this type of chlorine is five times harder on pool equipment than regular chlorine. As such, use of a salt system may lead to the deterioration of certain materials if salt levels exceed the manufacturer's limits. Steps should be taken to protect your pool cooler and keep it in good working operation for many years. Our units are made of reinforced fiberglass, with galvanized steel components. Homeowner or operator **MUST HOSE DOWN WITH FRESH WATER REGULARLY ON THE FAN MOTOR SHAFT AND FAN MOTOR HOUSING AS WELL AS THE SPRINKLER HEAD ASSEMBLY LOCATED THROUGH THE FAN GUARD (THIS IS THE CENTER PIECE CONNECTING THE SPRINKLER WANDS). FAILURE TO DO SO WILL CAUSE SALT RESIDUE BUILDUP AND WILL FREEZE UP THESE PARTS AND CAUSE DAMAGE.** Keep these parts cleaned with fresh water regularly to reduce salt build up and rusting (from the fan motor housing and shaft to the exterior visible nuts and bolts). As with all pool equipment there should be some expectation of cosmetic effects from the corrosiveness of salt water. These **cosmetic** effects will not hinder the operation of the pool cooler. Glacier Pool Coolers, LLC, however, does not warranty fan motors or pumps on salt water pools due to salt corrosion or buildup. All remaining parts are fully warranted as per our limited factory warranty.

FAN MOTOR MAINTENANCE

Homeowner and/or operator needs to annually spray the fan motor casing with Rustoleum Paint (color to match) to maintain the fan motor from rusting and/or corroding. This will keep the fan motor from rusting and keep its performance working for years to come.

 **CAUTION**

Keep all objects off the top of the cooler and do not obstruct louver openings in cooler sides. Blocking ventilation air flow may damage the cooler and void the warranty.

QUIMICA DE AGUA PARA ALBERCAS

Falla al mantener la química de agua en el nivel correcto puede resultar en oxidamiento y residuos no deseados. El balance propio debe ser el siguiente:

Nivel de pH debe ser entre 7.2 y 7.8

Alcalinidad debe estar entre 80-120 ppm

Solidos disueltos deben mantenerse a menos de 2000

ALBERCAS DE AGUA SALADA*

Debemos entender que la sal en un mineral que deja residuos. Ala sal le gusta remover ion, zinc y otras partículas en los materiales de albercas, como los materiales de acero galvanizado. Recuerda que este tipo de cloruro es cinco veces más fuerte que el cloruro regular para albercas. El uso de este sistema puede deteriorar ciertos materiales si el nivel de sal excede los límites. Ciertos pasos deben ser tomados para proteger y mantener la unidad de enfriamiento trabajando y en buen estado por muchos años. Nuestras unidades son fabricadas con fibra de vidrio reforzado y componentes de acero galvanizado. El dueño de la unidad DEBE ROCIAR REGULARMENTE LA PARTE EXTERIOR DE LA UNIDAD, LOS MOTORES DE LOS VENTILADORES Y LA PARTE CENTRAL DONDE SE ENCUENTRA LA CABEZA DE LOS ROCEADORES PARA MANTENER LA UNIDAD FRESCA Y EN BUEN ESTADO. EL NO SEGUIR ESTAS INSTRUCCIONES PUEDE CAUSAR RESIDUOS DE SAL Y CONGELAR PARTES CAUSANDO DAÑOS. Se debe mantener estas partes limpias de adentro a afuera con agua fresca regularme para evitar residuos y óxidos. El uso de sal causara daños cosméticos a la alberca. Estos daños **cosméticos** no afectaran el desempeño de la unidad de enfriamiento. Glacier Pool Coolers, LLC, no garantiza daños a válvulas, bombas, o ventiladores causados por mal mantenimiento o residuo de sal.

MANTENIMIENTO DEL MOTOR DEL VENTILADOR

El dueño de la unidad debe rociar los motores anualmente con Pintura Rustoleum (color que combine) para prevenir que los motores se oxiden. Esto mantendrá los motores en buen estado por muchos años.

⚠ CUIDADO!!

Mantén objetos fuera de la unidad de enfriamiento. Quita objetos que obstruyan la ventilación, escases en el flujo de aire causara daños a la unidad y anulara la garantía.

INSTALLATION INSTRUCTIONS

GENERAL REQUIREMENTS

All Glacier Pool Cooler models require correct installation to assure safe and satisfactory operation. The requirements for pool coolers include the following:

1. Appropriate site location and clearances. Cooler must be installed at least 18 inches away from buildings, walls, or fences made from material that could degrade from water exposure. Our coolers are open systems that may experience some water splatter or misting.
2. Sufficient supply clean air and ventilation around and above the unit. A minimum of a 5 foot clearance above the unit is necessary to avoid condensation on the structure above.
3. Adequate water flow is required by your existing pool pump.
4. Do not locate pool cooler in an enclosed room (i.e. maintenance room, garage, utility room, equipment room).
5. SEE INSTALLATION INSTRUCTIONS DIAGRAMS FOR APPROPRIATE INSTALLATIONS.

 **WARNING**

When pool equipment is located below the pool surface, a leak from any component can cause large scale water loss or flooding. Installation **MUST** have automated valves. Glacier Pool Coolers, LLC cannot be responsible for such water loss or flooding or resulting damage.

**SEE INSTALLATION DIAGRAMS FOR EXISTING AND NEW POOL SET UPS.
AUTOMATION INSTRUCTIONS ARE LOCATED ON SEPARATE PAGES.**

ELECTRICAL POWER

WIRING

All GPC-25 through GPC-220 models are single phase and require electrical power from a 115V 50/60 Hz source.

All GPC-230 through GPC-2100 models are 3 phase and require electrical power from a 230/480V 50/60 Hz source.

See installation diagrams for wiring instructions.

 **WARNING**

ELECTRICAL SHOCK HAZARD. Residential pool coolers contain low voltage wiring. Commercial pool coolers contain high voltage wiring. Contact with these wires may result in severe injury or death. Wiring errors can cause improper and dangerous operation.

INSTRUCCIONES DE INSTALACION

REQUERIMIENTOS GENERALES

Todos los modelos de Glacier necesitan instalación correcta para asegurarte de obtener satisfacción y un buen desempeño. Los requerimientos son los siguientes:

1. Escoger lugar apropiado donde la unidad será instalada, este debe ser un mínimo de 18cm lejos de paredes, edificios, rejas y cercas que se puedan deteriorar o humedecer por exposición de agua. Nuestras unidades son sistemas abiertos que pueden salpicar agua.
2. Debe de haber suficiente ventilación, un mínimo de 5 pies de altura es requerido para el buen desempeño de la unidad.
3. Flujo de agua adecuado en la bomba de la alberca es requerido
4. No instales la unidad en un cuarto cerrado y sin ningún tipo de ventilación (garaje, bodega, cuarto, sótano, etc.)
5. Refiérete al esquema de instalación para instrucciones.

ADVERTENCIA!!!

Cuando el material de alberca se encuentra localizado debajo de la superficie de la alberca, cualquier gotera de algún componente puede causar gran pérdida de agua e inundaciones. Instalación debe tener válvulas automáticas para prevenir daños. Glacier Pool Coolers, LLC no se ara responsables por perdida de agua, inundaciones y/o daños a la propiedad.

REFIERETE ALOS ESQUEMAS PARA MAS INFORMACION. INSTRUCCIONES DE AUTOMATIZACION SERAN ENCONTRADAS EN PÁGINAS SEPARADAS.

ENERGIA ELECTRICA

ALAMBRADO

Todos los modelos GPC-23 hasta GPC- 220 son de fase individual y requieren una fuente de energía eléctrica de 115V 50/60 Hz.

Todos los modelos GPC-230 hasta GPC-2100 son sistemas de 3 fases, los cuales requieren una fuente de energía a un más grande de 220/480V 50/60 Hz.

Refiérete a la página de esquemas de instalación para instrucciones de alambrado.

PELIGRO!!!

PELIGRO DE SHOCK ELECTRICO. Unidades de enfriamiento residenciales contienen alambrado de bajo voltaje. Unidades de enfriamiento comerciales contienen alambrado de alto voltaje. Tener contacto con este alambrado puede resultar en lesiones graves o muerte. Instalación inapropiada puede causar funcionamiento inapropiado y peligroso.

TROUBLESHOOTING

EXCESS SPLATTER COMING FROM THE TOP OF THE COOLER

If there is water droplets splattering out the top of the cooler you need to slow your sprinkler wands down. In order to do this simply restrict the flow of water coming into the unit by slowly turning the ball valve back on the IN line. The wands should be turning at a slower of "walking" rate of speed. As a rule of thumb both the IN and OUT valves should be positioned at about the 2 o'clock position.

MY COOLER ONLY DROPPED MY POOL DOWN BY 5 DEGREES. IS THERE SOMETHING WRONG?

If a desirable drop in degrees is not established within an 8-12 hour period, there may need to be some use adjustments. Always make sure that the sprinkler wands are turning at a slower or "walking" rate of speed. It is recommended that the cooler run at night when the sun is off the pool. An initial drop in temperature should be expected overnight. If the sun warms the pool back up by afternoon, just turn the system on to keep your pool refreshing. Please be reminded that all pools are different and your pool's finish (i.e. dark bottom, pebble bottom), location (in the sun all day), and equipment location (over 15 ft. run from equipment to pool), among other variables can cause different cooling results. It may take some time to figure out what settings suit your preferences. You might need to run the cooler for a longer period of time.

IS THE WATER SUPPOSED TO FILL UP IN THE BASIN AND THEN DRAIN EVERY FEW MINUTES?

Yes. The cooler is designed so that the cool water collects in the basin and the internal pump system kicks on and pushes the water back into your pool. You should never try to balance the water flow as this will eventually cause cavitation in your pool pressure. DO NOT TRY TO BALANCE TO WATER LEVEL IN YOUR COOLER'S BASIN! THE LEVEL IS SUPPOSED TO GO UP AND DOWN.

WHAT DO I NEED TO DO TO WINTERIZE MY COOLER?

You must keep your IN and OUT valves closed and your main drain ball valve (the bottom left valve) open so the system is drained and will stay empty from rain water. If water stays in the basin over the off-season it could potentially burn up your pump. You may also want to purchase a cover or tarp to keep any leaves or debris out of the fan area and basin especially if the cooler is under or around trees or bushes. Upon start-up at the beginning of the summer season, make sure the unit is clear of debris especially around the pump. A good hose down should do the trick.

SUMP PUMP IS NOT WORKING

The sump pump float switch is the power switch to the pump. If the float switch is stuck and does not activate the pump, pull one side louver out and reach into the basin and see if you can manually move the float switch up to activate the pump. If the pump vibrates, there is power to it. If the water level still does not reduce in the basin then there may be some debris stuck in the impeller which is located at the bottom of the pump. Cleaning this out should solve that problem. If the float switch goes up and there is no vibration, the wiring configuration and/or power to the pump should be looked at. ALL POOL COOLERS ARE TURNED ON AND TESTED IN THE FACTORY PRIOR TO SHIPPING.

PROBLEMAS Y SOLUCIONES

AGUA SIENDO SALPICADA EXESIVAMENTE POR LA PARTE SUPERIOR DE LA UNIDAD

Si ay exceso de agua salpicando fuera de la unidad esto quiere decir que las rociadoras están puestas en una velocidad muy alta. Para solucionar este problema simplemente baja la velocidad. Como regla para prevenir problemas futuros, ambas bombas de ENTRADA y SALIDA deben ser colocadas en la posición de un reloj de manecillas en alrededor de las dos, para mantener una velocidad "moderada".

LA UNIDAD DE ENFRIAMIENTO SOLO ISO UN DESENSO DE 5 GRADOS ALA TEMPERATURA ACTUAL DE MI ALBERCA. AY ALGO MAL?

Si la temperatura deseada no se establece en un promedio de 8-12 horas, será necesario hacer ajustes al uso y manejo de la unidad. Siempre asegúrate de que los rociadores estén corriendo en una velocidad "moderada". Es recomendado que la unidad funcione en la noche cuando los rayos solares se encuentren fuera de la alberca. Un inicio en el descenso de temperatura debe ser alcanzado durante la noche. Si al siguiente día los rayos solares calientan un poco la temperatura del agua, simplemente prende el sistema para mantener el agua fresca. Debemos recordar que todas las albercas son diferentes, el lugar donde se encuentre establecida la alberca (todo el día bajo el sol), y los acabados del material en la alberca tendrán mucho que ver en el desempeño de la unidad. Puede tomar un tiempo para descifrar que tipo de arreglo se ajusta mejor a tu preferencia.

EL AGUA DEBE SUBIR COMPLETAMENTE A LA CISTERNA Y LUEGO SER DRENADA CADA POCOS MINUTOS?

Si. La unidad es diseñada para este tipo de funcionamiento. Agua debe ser colectada en la cisterna y luego drenarse por sí misma, y así sucesivamente para mantener el agua fresca en la alberca. Nunca debes tratar de balancear el nivel de flujo de agua ya que esto causara daños a la presión del agua en la alberca. NO TRATES DE BALANCIAR EL NIVEL DE AGUA EN LA CISTERNA! EL NIVEL DE AGUA DEBE SUBIR Y BAJAR.

QUE NECESITO HACER PARA PREPARAR MI UNIDAD PARA LA TEMPORADA DE INVIERNO?

Debes mantener las válvulas de ENTRADA y SALIDA cerradas y la válvula de drenaje principal (localizada en la parte baja del lado izquierdo) abierta, así el agua será drenada y la unidad se mantendrá libre de agua causada por lluvias. Si se deja agua adentro de la cisterna durante la temporada de invierno puede causar que el sistema se queme. También ay que tomar en cuenta que si la unidad se encuentra colocada abajo o cerca de árboles o arbustos una manta debe ser colocada arriba de la unidad por esa temporada para prevenir acumulación de escombros. Al comienzo de verano y antes de prender el sistema debes asegurarte de que la unidad se encuentre limpia y libre de escombros, especialmente alrededor de la bomba de agua para un buen desempeño.

LA BOMBA DE LA CISTERNA NO FUNCIONA

Si el interruptor de la bomba esta atorado y no activa el funcionamiento correcto, quita una de las persianas que se encuentran localizadas en los lados superiores de la unidad y prende el interruptor de la bomba manualmente. Si la bomba de agua vibra esto quiere decir que si funciona, de lo contrario la configuración de alambrado o/y conexión deben ser revisados. Pero si el nivel de agua sigue sin

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SPRINKLE WANDS ARE STUCK AND ARE NOT SPINNING

Make sure all power is turned off to the unit. Take the hand hole cover off on the side panel of your cooler. **DANGER!!! MAKE SURE YOUR FAN MOTOR IS NOT RUNNING!** Reach into the hand hole to the sprinkler head assembly located in the center of the cooler. Spin the assembly clockwise to see if it is moving freely and to make sure that there is no debris in or around the wands. If there is debris clean accordingly. Our units require pressure to allow the wands to spin. You may need to increase water flow by opening the "IN" valve to the cooler to make the wands spin.

COOLER IS OVERFLOWING

Immediately shut the valves "IN" and "OUT" of the cooler. Check to make sure that there is power to the pump. Follow instructions above for sump pump troubleshooting.

CONTROL THE TEMPERATURE OF MY POOL

Our residential coolers do not come with thermostat controls. Cooling is determined by the run time of your pool pump. If it's too cold, cut back your hours. If it's not cool enough, run your pump longer. Now if your pool is automated our pool cooler can integrate into your system and a temperature range can be set through your automated system.

YOU MAY ALSO CONTACT OUR TECHNICAL SERVICE DEPARTMENT BY EMAILING ADMIN@GLACIERPOOLCOOLERS.COM OR CALLING 480-272-7700.



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funcionar correctamente es señal de que escombros se encuentran atorados en la parte baja de la bomba. El limpiar la bomba debe solucionar el problema. TODAS LAS UNIDADES SON PRENDIDAS Y PROBADAS EN LA FÁBRICA ANTES DE SER ENVIADAS Y VENDIDAS.

LA UNIDA SE ESTA SOBRE LLENANDO

Inmediatamente apaga las válvulas de "ENTRADA" y "SALIDA". Asegúrate de revisar que todas las conexiones funciones. Las bombas de agua pueden encontrarse atoradas o tapadas, sigue las instrucciones del párrafo anterior para solucionar el problema.

LAS MANECILLAS DE EL ROCIADOR ESTAN ATORADAS Y NO ESTAN FUNCIONANDO

Para empezar asegúrate de que toda conexión este apagada. PELIGRO!!! ASEGURATE DE QUE LOS MOTORES DEJEN DE CORRER! Luego mete la mano y mueve la cabecilla del rociador manualmente para asegurarte de que funcione, desatórala si esta no da vueltas por si sola. Revisa que se encuentre libre de escombros ya que esto puede ser la causa del problema. Nuestro sistema requiere presión para permitir que las manecillas funciones, incrementa el flujo de agua abriendo la válvula de "entrada", esto solucionara el problema y ara girar las manecillas regularmente.

COMO CONTROLAR LA TEMPERATURA DE MI ALBERCA

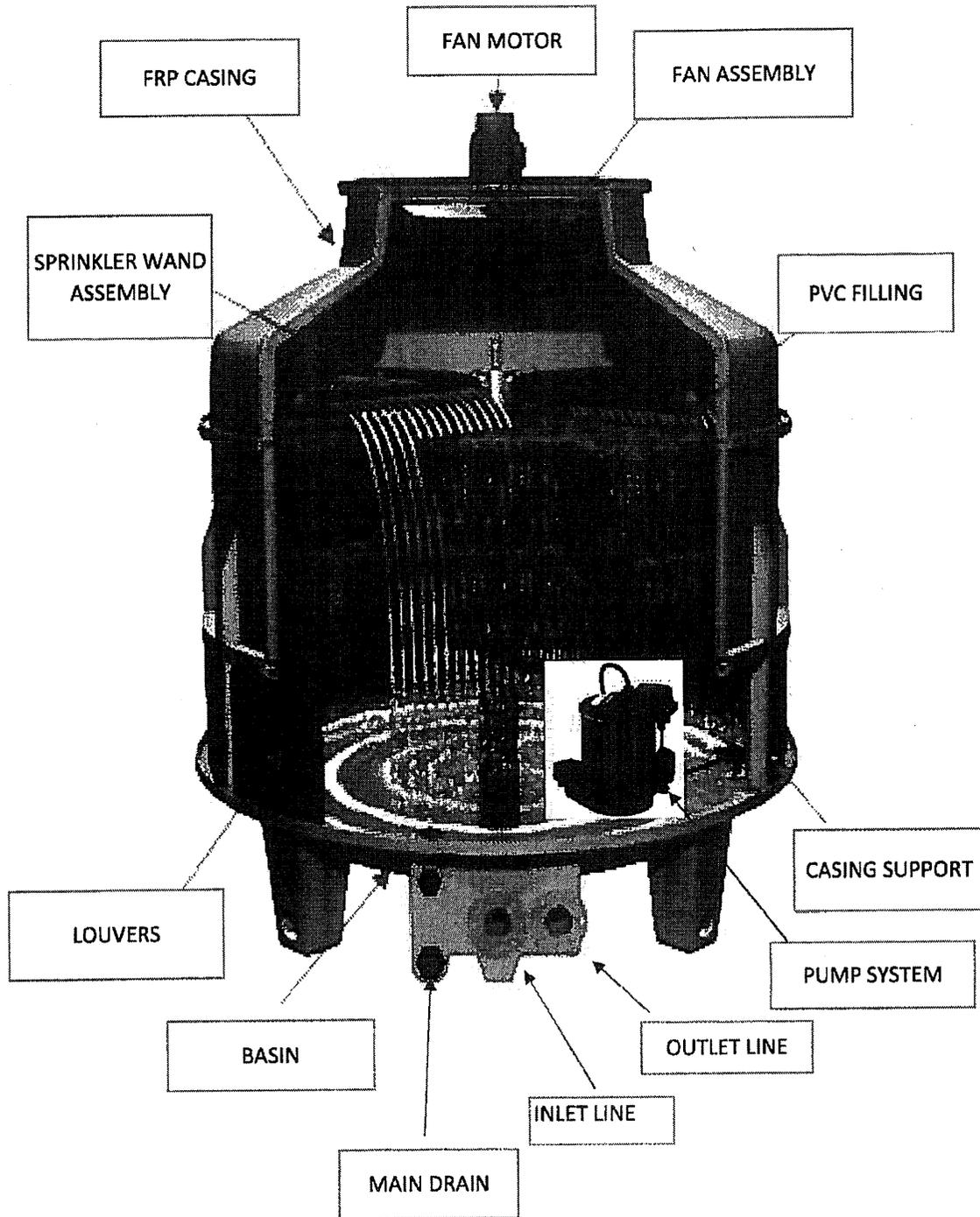
Nuestras unidades residenciales no vienen con un control de termostatos. El enfriamiento depende del tiempo en que dejes prendido el sistema. Si el agua está muy fría necesitas dejar operar la unidad por menos tiempo. De lo contrario, déjala correr por más tiempo si no está lo suficientemente fría. Ahora, si tu alberca es automática nuestra unidad se puede integrar en tu sistema y una temperatura fija puede ser establecida a través de tu sistema automatizado.

PARA CUALQUIER DUDA O PREGUNTA PUEDES CONTACTAR NUESTRO SERVICIO TECNICO LLAMANDO AL 480-272-7700 O EN LA SIGUIENTE DIRECION ADMIN@GLACIERPOOLCOOLERS.COM.

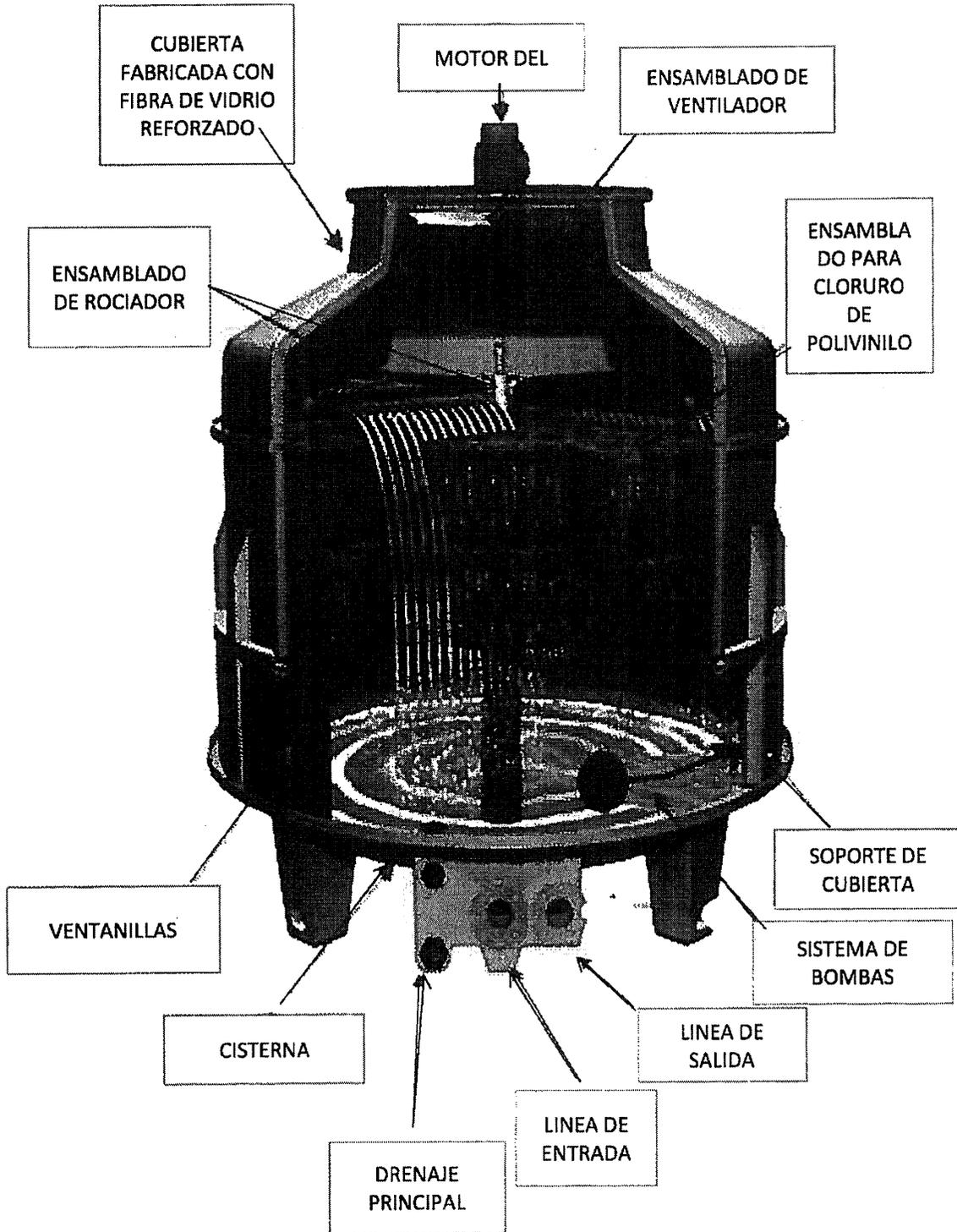


Glacier Pool Coolers, LLC y Glacier Pool Coolers son una marca registrada. Todos los demás productos, y marcas de renombre pertenecen a sus respectivos dueños.

GLACIER POOL COOLERS PARTS



PARTES DE LA UNIDAD GLACIER POOL COOLERS



BASIC PARTS LIST FOR INSTALLATION

PLUMBING

EXISTING POOL

QTY	PART
2	2" 2 LB. JANDY CHECK VALVES
2	2" T-FITTINGS
2	2" TO 1.5" REDUCERS
10	90 DEGREE ELBOWS
2	1.5" MALE ADAPTERS (THREADED) OR NIPPLES
2	2" BALL VALVES - STANDARD
1	1" MALE ADAPTER (THREADED) OR NIPPLES
1	1" PLUG (THREADED)
12"	1" PVC PIPE
20 FT	2" PVC PIPE (EST. FT)
1	1" BALL VALVE - STANDARD

NEW POOL BUILD

QTY	PART
1	2" 2 LB. JANDY CHECK VALVES
1	2" T-FITTING
1	2" TO 1.5" REDUCER
5	90 DEGREE ELBOWS
2	1.5" MALE ADAPTERS (THREADED) OR NIPPLES
1	2" BALL VALVES - STANDARD
1	1" MALE ADAPTER (THREADED) OR NIPPLES
1	1" PLUG (THREADED)
12"	1" PVC PIPE
20 FT	2" PVC PIPE (EST. FT)
1	1" BALL VALVE - STANDARD

ELECTRICAL

EXISTING AND NEW POOL BUILD

QTY	PART
	.5" SEAL TIGHT CONDUIT (DETERMINE FT)
2	.5" CONDUIT CONNECTORS (water tight)
14	GAUGE WIRE - 3 COLORS

EXISTING POOL

2 - 3-WAY AUTOMATED ACTUATOR VALVES

NEW POOL

1 - 3-WAY AUTOMATED ACTUATOR VALVE

**ADDITIONAL PARTS MAY BE NEEDED FOR AUTOMATED SYSTEMS

LISTA DE PARTES BASICAS NECESARIAS PARA INSTALACION

PLOMERIA

ALBERCA EXISTENTE

CANTIDAD	PARTES
2	Válvulas de retención de 2LBS y 2" (JANDY)
2	Ajustes en forma "T" de 2"
2	Reductores de 2" a 1.5"
10	Codillos de 90 grados
2	Adaptador macho de 1.5" (Roscado)
2	Válvulas de bola de 2"-Standard
1	Adaptador macho de 1" (Roscado)
1	Enchufe de 1" (Roscado)
12"	Conducto PVC de 1" (Cloruro de Polivinilo)
20 PIES	Conducto PVC de 2" (medida en pies)
1	Válvula de bola de 1"-Standard

CONTRUCCION DE NUEVA ALBERCA

CANTIDAD	PARTES
1	Válvulas de retención de 2LBS y 2" (JANDY)
1	Ajustes en forma "T" de 2"
1	Reductores de 2" a 1.5"
5	Codillos de 90 grados
2	Adaptador macho de 1.5" (Roscado)
1	Válvulas de bola de 2"-Standard
1	Adaptador macho de 1" (Roscado)
1	Enchufe de 1" (Roscado)
12"	Conducto PVC de 1" (Cloruro de Polivinilo)
20 PIES	Conducto PVC de 2" (medida en pies)
1	Válvula de bola de 1"-Standard

ELECTRICA

CONSTRUCCION DE EXISTENTE Y NUEVA ALBERCA

CANTIDAD	PARTES
1	Cello de seguridad para conducto de .5" (Determinar medida en pies)
2	Conductores para conducto (impermeable) de .5"
14	Cable de calibre – de 3 colores

ALBERCA EXISTENTE

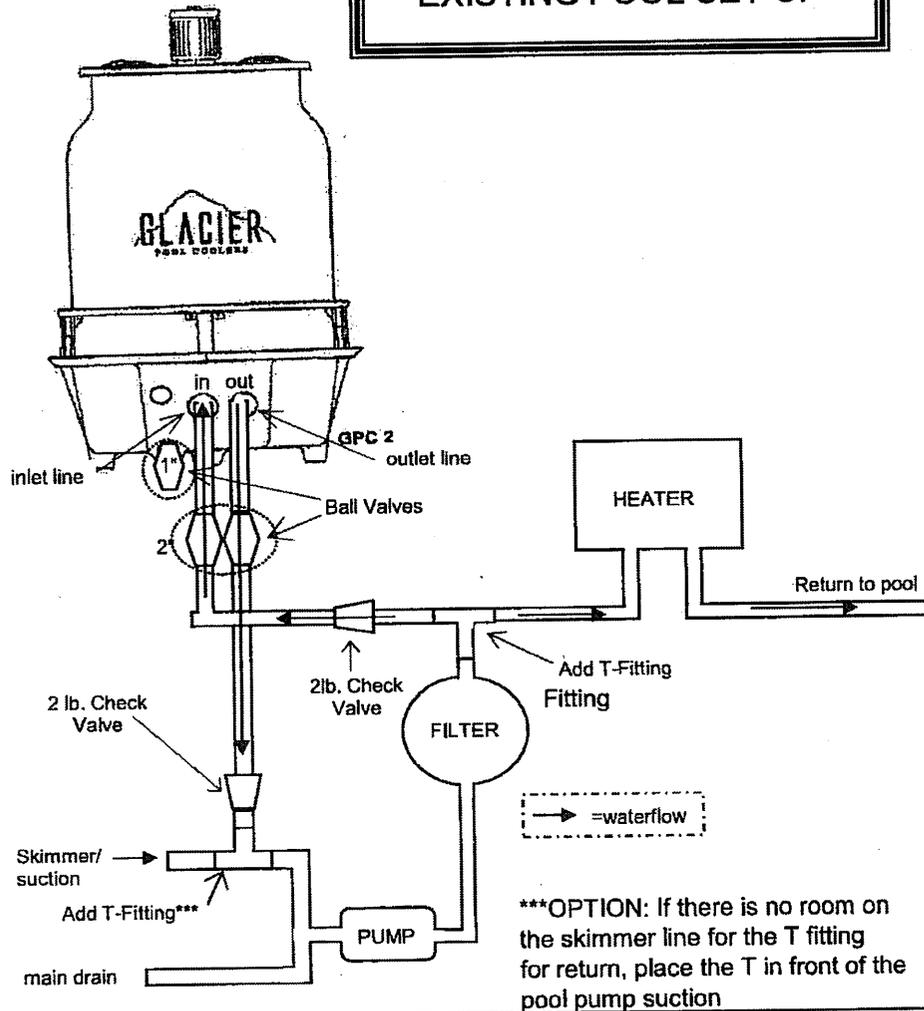
2 válvulas de accionamiento automatizado de 3 vías

NUEVA ALBERCA

1 válvula de accionamiento automatizado de 3 vías

**PARTES ADICIONALES PUEDEN SER NECESARIAS PARA INTALACION DE SISTEMAS AUTOMATICOS

STANDARD INSTALLATION EXISTING POOL SET-UP

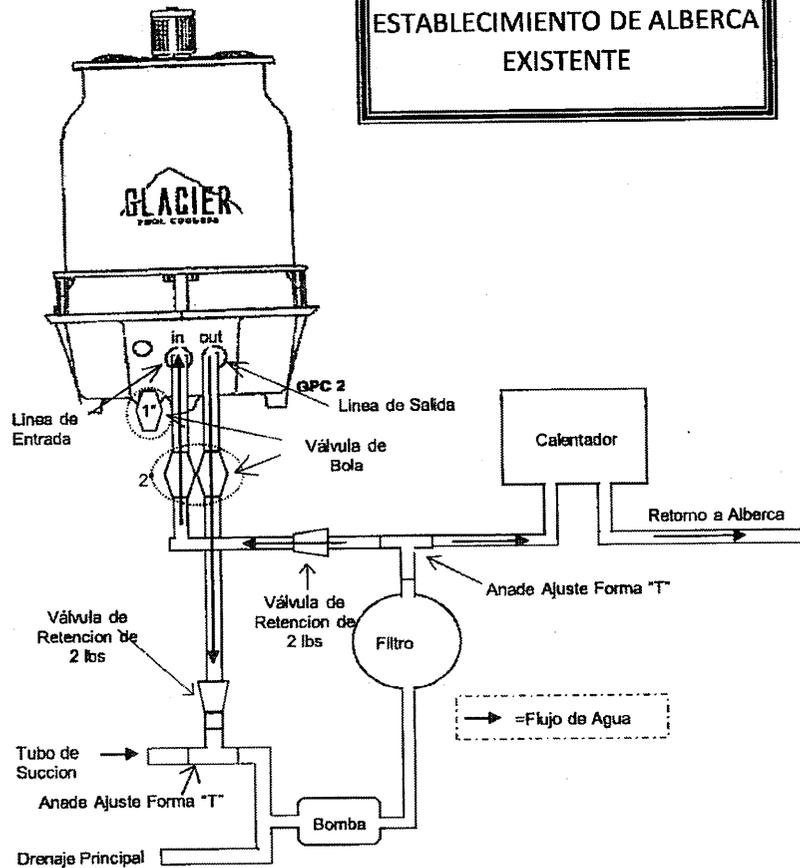


⚠ WARNING

ELECTRICAL SHOCK HAZARD. Residential pool coolers contain low voltage wiring. Commercial pool coolers contain high voltage wiring. Contact with these wires may result in severe injury or death. Wiring errors can cause improper and dangerous operation.

1. **FIRST STEP** - ADD and connect a PVC T- Fitting right after the Filter or Heater line return to the pool, then ADD your PVC pipe line. Next, ADD a 2lb. JANDY Check valve on this line, then ADD 2" Ball valve before the inlet. Connect this to a threaded adapter fitting (1 1/2 Male size) going to the MIDDLE inlet hole (input) to the cooler (connect and glue all parts). Use 2" pipe.(Must ADD 2" Reducer fitting after ball valve, going into cooler if using 2" pipe on install on ALL residential models).
 2. **SECOND STEP**- ADD another adapter fitting at the right outlet hole, (output) then ADD and connect your 2" Ball Valve FIRST, then ADD your PVC pipe line out of the cooler. NEXT, ADD a 2 lb. JANDY Check valve on this line down (closer to the pool pump) at the suction/skimmer side of the equipment set-up. Then, ADD a PVC T- Fitting at suction/skimmer line to connect this line at the pump.
 3. **THIRD STEP**- ADD 1" plug in top hole on the left side of basin. ADD 1" threaded fitting, then a 1" Ball valve at bottom lower outlet.
 4. **FOURTH STEP- ELECTRICAL** The pool cooler works with the pool pump power. The minimum amperage needed is a 20 amp breaker to operate the pool cooler with the pool pump. **Electrical Installation on a retro-fit Cooler 220v intermatic timeclock.** The cooler is 110v and most pool systems operate @ 220v, therefore take the hot leg from the cooler and run it to either load on the T104R3 220v timeclock. The ground ties into the grounding lug on the bottom of the timeclock. The Neutral wire needs to be run either to the ground or to the open screw on the far left of the terminal. Run an extra piece of ground wire to the open terminal (far left, and a little offset)if you decide to use the extra terminal for the ground wire, which is preferred. **** If there is a GFCI on the panel, connect the ground from the cooler to the ground on the GFCI.**** **Electrical installation using an Aqualink or Compool system.** Installation of a Glacier Cooler on a Pentair, Jandy, Hayward or a Compool is virtually the same. First, find the primary filter pump which will be feeding the cooler. The relay has 4 screws 2 lines and 2 loads as follows from left to right....Line1 Load1 Line2 Load2. Use one of the Loads as your HOT for the Cooler, either one, but only one, you will need an available relay or add another if space is available. Take the cooler relay's (line) and wire it to either of the filter pumps load, this will keep the cooler from running without the filter pump. Ground and Neutral tie into the Grounding terminal. Each relay has a plug that must be plugged into an open Aux female socket to allow control through the automated system. When using actuators, you will need (Factory recommends one actuator per valve actuator control) otherwise both actuators can be tied together and plugged into one valve control. There are many different ways to electrically install a Glacier Cooler, depending on the needs of your customers.
- This product must be installed and serviced by authorized personnel, qualified in pool equipment installation. Improper installation and/or operation could cause serious injury or property damage. Improper installation and/or operation will void the warranty.**

INSTALACIÓN STANDARD PARA ESTABLECIMIENTO DE ALBERCA EXISTENTE



PELIGRO!!!

RIESGO DE SHOCK ELECTRICO. Unidades de enfriamiento residenciales contienen alambrado de bajo voltaje. Unidades comerciales contienen alambrado de alto voltaje. Contacto con este alambrado puede resultar en serias lesiones y hasta la muerte. Errores de alambrado pueden causar uso inapropiado y peligroso. Glacier Pool Coolers, LLC no es responsable por

Primer paso: Añade y conecta un ajuste pvc en forma "T" en seguida de la línea de filtro o calentón que retorna a la alberca, luego añade la línea de tubería PVC. Después añade una válvula de retención JANDY de 2lbs en esta misma línea, luego añade una (manija roja o azul) válvula de bola antes de la línea de entrada. Conecta esta a un adaptador rosca (1 1/2 medida macho) yendo a el hueco de entrada CENTRAL (entrada) a la unidad de enfriamiento (conecta y pega todas las partes) usa un tubo de 2". (DEVES AÑADIR un encaje reductor de 2" después de la válvula de bola, yendo a la unidad de enfriamiento si se usa un tubo de 2" en la instalación en TODOS los modelos residenciales).

Segundo paso: Añade otro adaptador en el hueco de salida localizado en la derecha, (salida) luego AÑADE y conecta la válvula de bola PRIMERO, luego AÑADE la línea del tubo PVC fuera de la unidad de enfriamiento. DESPUES, añade una válvula de retención JANDY de 2lbs. En esta línea para abajo (cerca de la bomba de la alberca) en la parte de la línea de succión/espumadera. Luego, AÑADE UN ENCAJE PVC en forma "T" en la línea de succión/espumadera para conectar esta línea a la bomba.

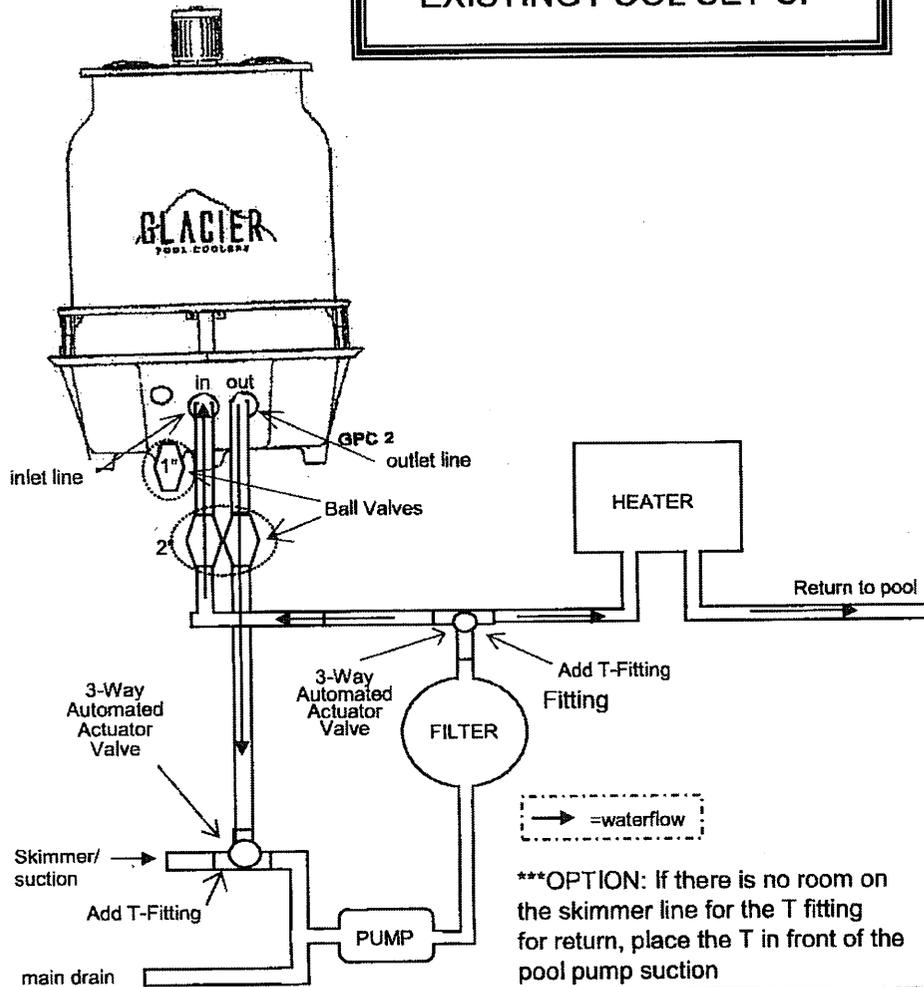
Tercer paso: AÑADE enchufe de 1" en el hueco de arriba de la parte izquierda del pozo. AÑADE un ajuste roscado de 1", luego una válvula de bola de 1" en la línea de salida de la parte baja.

Cuarto Paso- ELECTRICO: la unidad de enfriamiento trabaja con la electricidad de la bomba de la alberca. El amperaje mínimo requerido es de un interruptor automático de 20 amp para hacer trabajar la unidad de enfriamiento con la bomba de la alberca. **INSTALACION ELECTRICA EN UNA UNIDAD RETRO-FIT INTERMATIC DE 220v.** La unidad de enfriamiento es de 110v y la mayoría de sistemas funcionan en un 220v, por lo tanto es necesario agarrar la rrama caliente de la unidad de enfriamiento y correrla en un reloj de tiempo a un T104R3 220v. El suelo/base se amarra a la terminal de tierra debajo del reloj de tiempo. El alambrado NEUTRAL necesita ser operado al nivel de suelo/base o en la turca abierta localizada en la parte izquierda de la terminal de alambrado. Conecta una pieza extra del alambrado del suelo/base a la terminal abierta (parte izquierda) si decides usar la terminal extra para el alambrado del suelo, cual es preferible. **INSTALACION ELECTRICA USANDO UN SISTEMA AQUALINK O COMPOOL.** Instalación de una unidad Glacier Pentair, Jandy,

Hayward o un sistema Compool en básicamente lo mismo. Primero, encuentra la bomba de filtro principal el cual estará alimentando a la unidad de enfriamiento. El relé tiene 4 tuercas, 2 líneas y 2 cargas de derecha a izquierda. Línea 1 carga1 línea2 carga2. Usa una de las cargas como CALIENTE para la unidad de enfriamiento, el que sea, pero solo uno, necesitaras un relé disponible o añade uno si ay lugar. Toma el relé (línea) de la unidad de enfriamiento y alámbrala a cualquiera de las cargas de la bomba de filtro. Esto mantendrá la unidad de enfriamiento corriendo sin la bomba de filtro. Base y neutral se atan a la toma de tierra. Cada relé tiene una conexión que debe ser conectada a una aux hembra para permitir control sobre el sistema automatizado. Cuando se usan actuadores, necesitaras (fabrica recomienda un actuador por válvula) de otra manera ambos actuadores pueden ser atados juntos y conectados en una válvula de control. Ay varias maneras de instalar eléctricamente una unidad Glacier, dependiendo en las necesidades del cliente.

Este producto debe ser instalado y revisado por personal autorizado, calificado en instalación de albercas. Instalación Inapropiada puede causar lesiones y serios daños a la propiedad. Instalación Inapropiada anulara la garantía.

AUTOMATING EXISTING POOL SET-UP



⚠ WARNING

ELECTRICAL SHOCK HAZARD. Residential pool coolers contain low voltage wiring. Commercial pool coolers contain high voltage wiring. Contact with these wires may result in severe injury or death. Wiring errors can cause improper and dangerous operation. **Glacier Pool Coolers, LLC is not responsible for improper installation or use of its equipment.**

1. **FIRST STEP** - ADD and connect a PVC T- Fitting with a 3- way actuator automated valve right after the Filter or Heater line return to the pool, then ADD your PVC pipe line. Next, then ADD a (red or blue) handle Ball valve before the inlet. Connect this to a threaded adapter fitting (1 1/2 Male size) going to the MIDDLE inlet hole (input) to the cooler (connect and glue all parts). Use 2" pipe.(Must ADD 2" Reducer fitting after ball valve, going into cooler if using 2" pipe on install on ALL residential models). **DO NOT USE 1 1/2" PIPE**

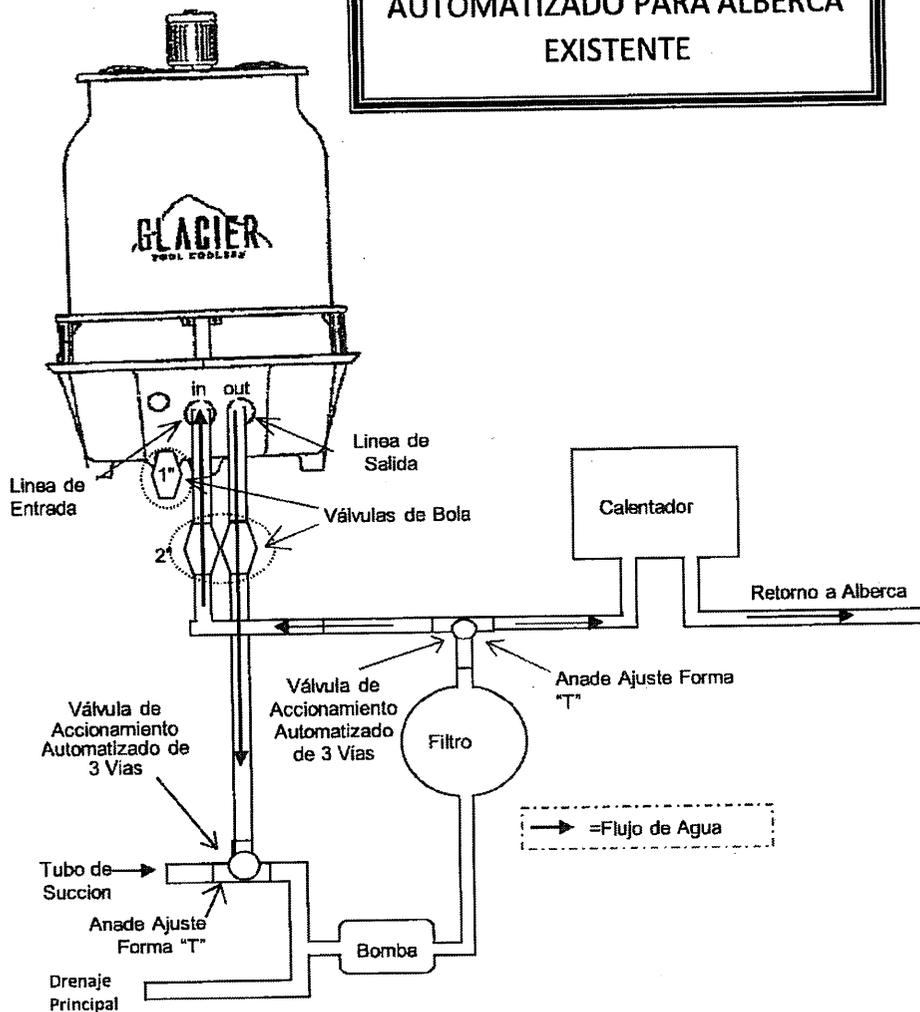
2. **SECOND STEP**- ADD another adapter fitting at the right outlet hole, (output) then ADD and connect your 2" Ball Valve FIRST, then ADD your PVC pipe line out of the cooler. NEXT, ADD a PVC T- Fitting with 3- way actuator automated valve at suction/skimmer line to connect this line at the pump.

3. **THIRD STEP**- ADD 1" plug in top hole on the left side of basin. ADD 1" threaded fitting, then a 1" Ball valve at bottom lower outlet.

4. **FOURTH STEP- ELECTRICAL** The Glacier Pool Cooler is adaptable and can be automated with ALL systems. Installation of a Glacier Cooler on a Pentair, Jandy, Hayward or a Compool is virtually the same. You need two open relays to make it work. First, find an open relay which will be feeding the cooler and the inlet automated valve together on this relay. The relay has 4 screws 2 lines and 2 loads as follows from left to right....Line1 Load1 Line2 Load2. Use one of the Loads as your HOT for the Cooler and the other load 2 for the actuator. This turns on and opens the automated valve and at the same time it activates the power to the pool cooler. Ground and Neutral tie into the Grounding terminal. **** If there is a GFCI on the panel, connect the ground from the cooler to the ground on the GFCI **** NEXT, find another open relay to connect in the second automated valve (this is the valve at the T-fitting at the suction side of the pump). Repeat steps above for connecting. *** Fill water in both input and output lines before you turn the cooler on.*** (Failure to do so, will cause air in the lines and cause cavitation of the pool pump). Each relay has a plug that must be plugged into an open Aux female socket to allow control through the automated system. (Factory recommends one actuator per valve actuator control). Allow the actuators to open 100% for the water flow rate to the cooler. Do not pre-set the actuators. Only set the ball valves at the cooler to 10 – 13% percent open for the flow rate into the cooler. These ball valves settings are permanent.

This product must be installed and serviced by authorized personnel, qualified in pool equipment installation. Improper installation and/or operation could cause serious injury or property damage. Improper installation and/or operation will void the warranty.

**ESTABLECIMIENTO
AUTOMATIZADO PARA ALBERCA
EXISTENTE**



⚠ PELIGRO!!!

RIESGO DE SHOCK ELECTRICO. Unidades de enfriamiento residenciales contienen alambrado de bajo voltaje. Unidades comerciales contienen alambrado de alto voltaje. Contacto con este alambrado puede resultar en serias lesiones y hasta la muerte. Errores de alambrado pueden causar uso inapropiado y peligroso. **Glacier Pool Coolers, LLC no es responsable por instalación inapropiada o mal uso del equipo.**

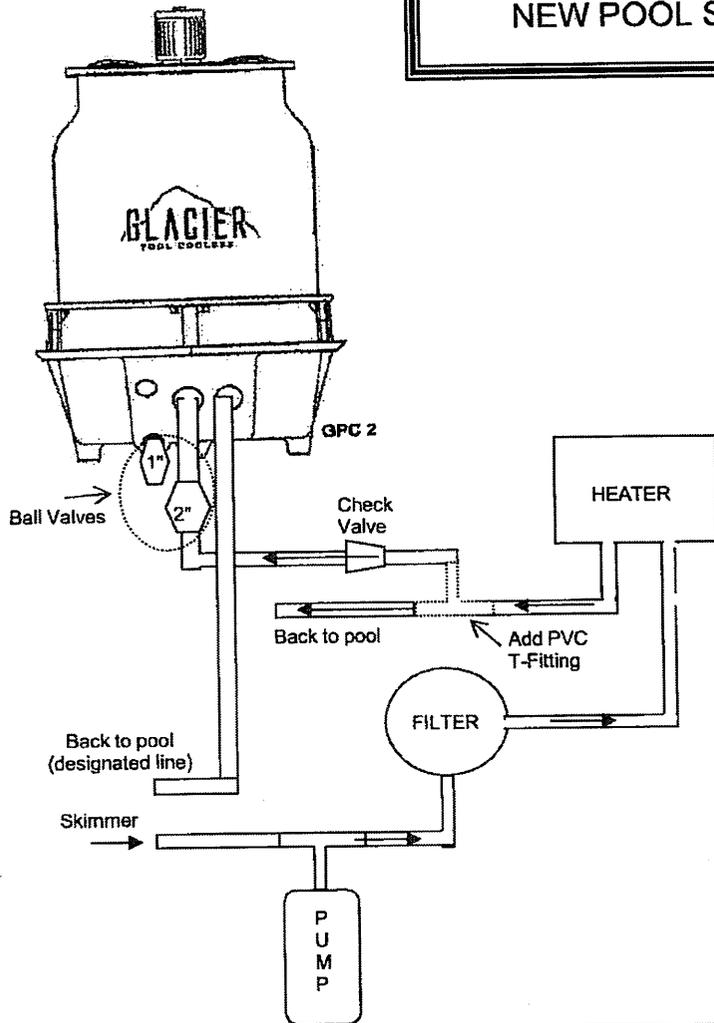
Primer paso: **AÑADE** y conecta un ajuste PVC en forma "T" con una válvula de accionamiento automatizado de 3 vías después de la línea del filtro o calentón que retorna a la alberca. Luego **AÑADE** la línea PVC. **AÑADE** una (manija roja o azul) válvula de bola antes de la línea de entrada. Conecta está a un adaptador rosca (1 ½ medida macho) yendo a el hueco de entrada **CENTRAL** (entrada) a la unidad de enfriamiento (conecta y pega todas las partes) usa un tubo de 2". (DEVES **AÑADIR** un encaje reductor de 2" después de la válvula de bola, yendo a la unidad de enfriamiento si se usa un tubo de 2" en la instalación en **TODOS** los modelos residenciales). **NO USES TUBERIA DE 1 ½"**.

Segundo pasó: **Añade** otro adaptador en el hueco de salida localizado en la derecha, (salida) luego **AÑADE** y conecta la válvula de bola **PRIMERO**, después **AÑADE** la line del tubo PVC fuera de la unidad de enfriamiento. **DESPUES**, **AÑADE** un ajuste PVC en forma "T" con una válvula de accionamiento automatizado de 3 vías a la línea de succión/espumadera para conectar esta línea a la bomba.

Tercer paso: **AÑADE** enchufe de 1" en el hueco de arriba de la parte izquierda del pozo. **AÑADE** un ajuste roscado de 1", luego una válvula de bola de 1" en la línea de salida de la parte baja.

Cuarto paso- **ELECTRICO**: La unidad Glacier es adaptable y puede ser automatizada con **TODOS** los sistemas. Instalación de la unidad Glacier con Pentair, Jandy, Hayward, o una unidad Compool es básicamente la misma. Necesitas dos relés abiertos para hacerla funcionar. Primero, encuentra la bomba de filtro principal el cual estará alimentando a la unidad de enfriamiento. El relé tiene 4 tuercas, 2 líneas y 2 cargas de derecha a izquierda. Línea 1 carga1 línea2 carga2. Usa una de las cargas como **CALIENTE** para la unidad de enfriamiento y la carga2 para el actuador. Este se prende y abre la válvula automatizada y al mismo tiempo activa la electricidad a la unidad de la alberca. Base y neutral se atan a la toma de tierra. **LUEGO**, busca otro relé abierto para conectar la segunda válvula automatizada (esta es la válvula del ajuste forma "T" en el lado de la parte de succión de la bomba). Repite los pasos de arriba para conectar. **Esta válvula debe abrir después del primer aux. Relé abre.** (El no seguir los pasos debidamente puede causar aire en las líneas lo cual causara daños a la bomba de la alberca). Cada relé tiene una conexión que debe ser conectada a una aux hembra para permitir control sobre el sistema automatizado. Cuando se usan actuadores, necesitaras (fabrica recomienda un actuador por válvula). **Este producto debe ser instalado y revisado por personal autorizado, calificado en instalación de albercas. Instalación inapropiada puede causar lesiones y serios daños a la propiedad. Instalación inapropiada anulara la garantía.**

STANDARD INSTALLATION NEW POOL SET-UP

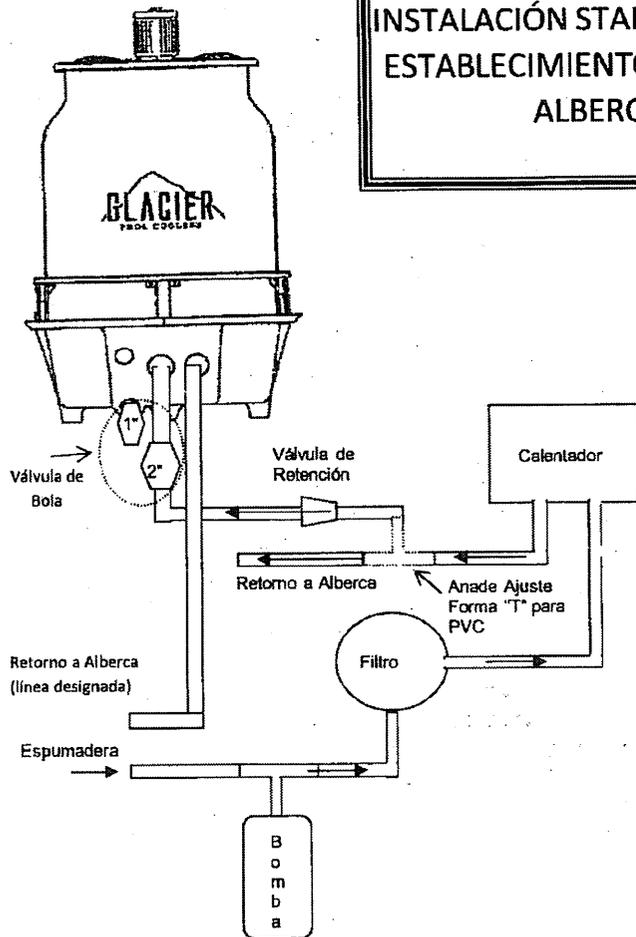


⚠ WARNING

ELECTRICAL SHOCK HAZARD. Residential pool coolers contain low voltage wiring. Commercial pool coolers contain high voltage wiring. Contact with these wires may result in severe injury or death. Wiring errors can cause improper and dangerous operation.

1. **FIRST STEP** - Replace to a PVC T- Fitting right after the FINAL Heater return/ or Filter return to the pool , then ADD your PVC line FIRST, a **2lb.** Check valve SECOND and LAST a 2" Ball valve on this line going to the MIDDLE inlet hole to the cooler (connect and glue all parts). Use 2" pipe (Must ADD 2" Coupling Reducer after ball valve, if using 2" pipe on install).
2. **SECOND STEP** - Then connect and glue your 1.5" inch Nipple PVC going out of cooler, then ADD a 2" coupling reducer to your 2" inch pipe dedicated line back to the pool. (This must be a designated line to the bottom center of the pool). NOT ON THE SIDE WALLS.
3. **THIRD STEP** - ADD 1" Plug in the top hole on the left side of bottom basin. ADD 1" Ball valve (fitted) at bottom lower outlet drain.
4. **FOURTH STEP - ELECTRICAL** The pool cooler works with the pool pump power. The minimum amperage needed is a 20 amp breaker to operate the pool cooler with the pool pump. ** If there is a GFCI on the panel, connect the ground from the cooler to the ground to the panel ** **Electrical installation on a 220v intermatic timeclock.** The cooler is 110v and most pool systems operate @ 220v, therefore take the hot leg from the cooler and run it to either load on the T104R3 220v timeclock. The ground ties into the grounding lug on the bottom of the timeclock. The Neutral wire needs to be run either to the ground or to the open screw on the far left of the terminal. Run an extra piece of ground wire to the open terminal (far left, and a little offset) if you decide to use the extra terminal for the ground wire, which is preferred. ** **If there is a GFCI on the panel, connect the ground from the cooler to the ground on the GFCI** ** **Electrical installation using an Aqualink or Compool system.** Installation of a Glacier Cooler on a Pentair, Jandy, Hayward or a Compool is virtually the same. First, find the primary filter pump which will be feeding the cooler. The relay has 4 screws 2 lines and 2 loads as follows from left to right....Line1 Load1 Line2 Load2. Use one of the Loads as your HOT for the Cooler, either one, but only one, you will need an available relay or add another if space is available. Take the cooler relay's (line) and wire it to either of the filter pumps load, this will keep the cooler from running without the filter pump. Ground and Neutral tie into the Grounding terminal. Each relay has a plug that must be plugged into an open Aux female socket to allow control through the automated system. When using actuators, you will need (Factory recommends one actuator per valve actuator control) otherwise both actuators can be tied together and plugged into one valve control. There are many different ways to electrically install a Glacier Cooler, depending on the needs of your customers **This product must be installed and serviced by authorized personnel, qualified in pool equipment installation. Improper installation and/or operation could cause serious injury or property damage. Improper installation and/or operation will void the warranty.**

INSTALACIÓN STANDARD PARA ESTABLECIMIENTO DE NUEVA ALBERCA



⚠ PELIGRO!!!

RIESGO DE SHOCK ELECTRICO. Unidades de enfriamiento residenciales contienen alambrado de bajo voltaje. Unidades comerciales contienen alambrado de alto voltaje. Contacto con este alambrado puede resultar en serias lesiones y hasta la muerte. Errores de alambrado pueden causar uso inapropiado y peligroso. **Glacier Pool Coolers, LLC no es responsable por instalación inapropiada o mal uso del equipo.**

Primer paso: Reemplaza a un ajuste PVC forma "T" después del regreso FINAL del calentón o del filtro a la alberca, luego **AÑADE** la línea PVC PRIMERO, una válvula de retención **Jandy de 2lbs.** SEGUNDO y POR ULTIMO una (manija roja o azul) válvula de bola yendo a el hueco de entrada CENTRAL a la unidad de enfriamiento (conecta y pega todas las partes) usa un tubo de 2". (DEVES AÑADIR un acoplamiento reductor de 2" después de la válvula de bola, si se usa un tubo de 2" en la instalación).

Segundo paso: Conecta y pega el nipple PVC de 1.5" pulgadas yendo fuera de la unidad, luego **AÑADE** un acoplamiento reductor de 2" ala línea de tubería de 2" que retorna a la alberca. (Esta debe ser una línea designada a la parte baja central de la alberca). **NO EL LAS PAREDES LATERALES.**

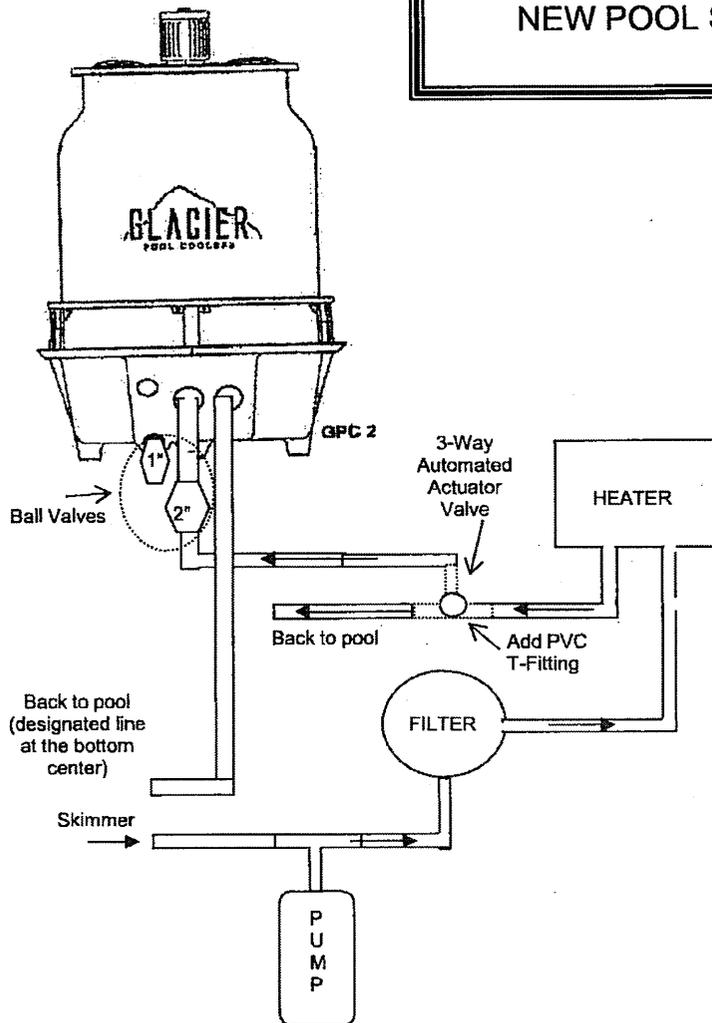
Tercer paso: **AÑADE** enchufe de 1" en el hueco de arriba de la parte izquierda del fondo del pozo. **AÑADE** una válvula de bola de 1" (ajustada) en la parte baja del drenaje de salida.

Cuarto paso- **ELECTRICO:** la unidad de enfriamiento trabaja con la electricidad de la bomba de la alberca. El amperaje mínimo requerido es de un interruptor automático de 20 amp para hacer trabajar la unidad de enfriamiento con la bomba de la alberca.

INSTALACION ELECTRICA EN UNA UNIDAD RETRO-FIT INTERMATIC DE 220v. La unidad de enfriamiento es de 110v y la mayoría de sistemas funcionan en un 220v, por lo tanto es necesario agarrar la rama caliente de la unidad de enfriamiento y correrla en un reloj de tiempo a un T104R3 220v. El suelo/base se amarra a la terminal de tierra debajo del reloj de tiempo. El alambrado NEUTRAL necesita ser operado al nivel de suelo/base o en la turca abierta localizada en la parte izquierda de la terminal de alambrado. Conecta una pieza extra del alambrado del suelo/base a la terminal abierta (parte izquierda) si decides usar la terminal extra para el alambrado del suelo, cual es preferible. **INSTALACION ELECTRICA USANDO UN SISTEMA AQUALINK O COMPOOL.** Instalación de una unidad Glacier Pentair, Jandy, Hayward o un sistema Compool en básicamente lo mismo. Primero, encuentra la bomba de filtro principal el cual estará alimentando a la unidad de enfriamiento. El relé tiene 4 tuercas, 2 líneas y 2 cargas de derecha a izquierda. Línea 1 carga1 línea2 carga2. Usa una de las cargas como CALIENTE para la unidad de enfriamiento, el que sea, pero solo uno, necesitaras un relé disponible o añade uno si ay lugar. Toma el relé (línea) de la unidad de enfriamiento y alámbrala a cualquiera de las cargas de la bomba de filtro. Esto mantendrá la unidad de enfriamiento corriendo sin la bomba de filtro. Base y neutral se atan a la toma de tierra. Cada relé tiene una conexión que debe ser conectada a una aux hembra para permitir control sobre el sistema automatizado. Cuando se usan actuadores, necesitaras (fabrica recomienda un actuador por válvula) de otra manera ambos actuadores pueden ser atados juntos y conectados en una válvula de control. Ay varias maneras de instalar eléctricamente una unidad Glacier, dependiendo en las necesidades del cliente.

Este producto debe ser instalado y revisado por personal autorizado, calificado en instalación de albercas. Instalación inapropiada puede causar lesiones y serios daños a la propiedad. Instalación inapropiada anulara la garantía.

AUTOMATION INSTALLATION NEW POOL SET-UP



⚠ WARNING

ELECTRICAL SHOCK HAZARD. Residential pool coolers contain low voltage wiring. Commercial pool coolers contain high voltage wiring. Contact with these wires may result in severe injury or death. Wiring errors can cause improper and dangerous operation. **Glacier Pool-Coolers, LLC is not responsible for improper installation or use of its equipment.**

1. **FIRST STEP** - Replace to a Automated Aquator Valve PVC T- Fitting right after the FINAL Heater return/ or Filter return to the pool. then ADD your PVC line FIRST, then a 2" ball valve(red or blue handle) on this line going to the MIDDLE inlet hole to the cooler (connect and glue all parts). Use 2" pipe on All residential models (Must ADD 2" Coupling Reducer after 1 1/2 ' in. male adapter into inlet and outlet.

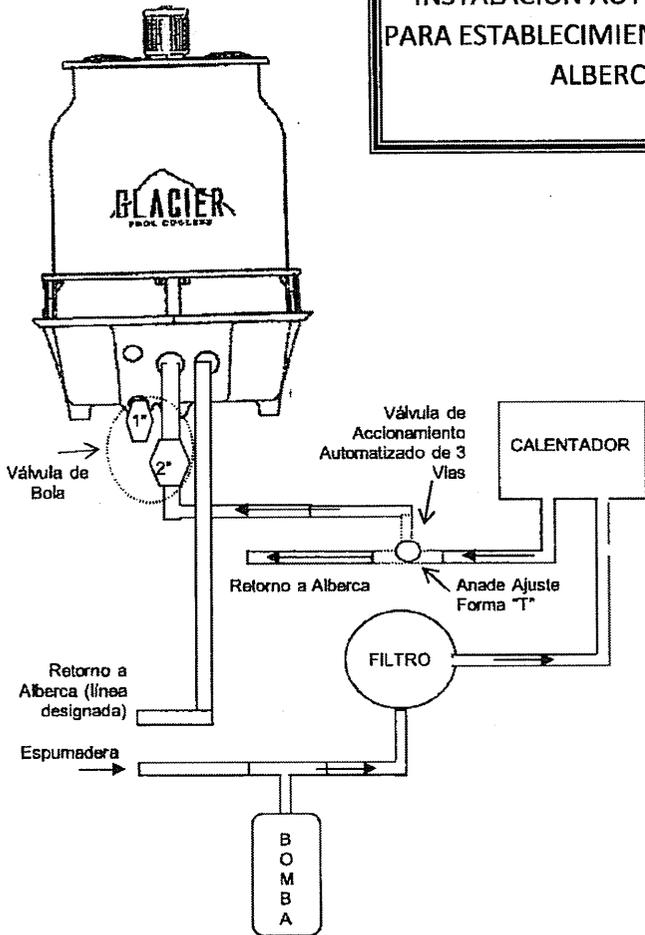
2. **SECOND STEP** - Then connect and glue your 1.5" inch Nipple PVC going out of cooler, then ADD a 2" coupling reducer to your 2" inch pipe dedicated line back to the pool. (This must be a designated line to the bottom center of the pool). NOT ON THE SIDE WALLS.

3. **THIRD STEP** - ADD 1" Plug in the top hole on the left side of bottom basin. ADD 1" Ball valve (fitted) at bottom lower outlet drain.

4. **FOURTH STEP - ELECTRICAL** The Glacier Pool Cooler is adaptable and can be automated with ALL systems. Installation of a Glacier Cooler on a Pentair, Jandy, Hayward or a Compool is virtually the same. You need one open relay to make it work. First, find an open relay which will be feeding the cooler and the inlet automated valve together on this relay. The relay has 4 screws 2 lines and 2 loads as follows from left to right....Line1 Load1 Line2 Load2. Use one of the Loads as your HOT for the Cooler and the other load 2 for the actuator. This turns on and opens the automated valve and at the same time it activates the power to the pool cooler. Ground and Neutral tie into the Grounding terminal. **** If there is a GFCI on the panel, connect the ground from the cooler to the ground on the GFCI **** The relay has a plug that must be plugged into an open Aux female socket to allow control through the automated system. When using actuators, (Factory recommends one actuator per valve actuator control). Do not pre- set the actuator. Allow the actuator to open 100% for the water flow rate to the cooler. ONLY set the ball valve at the cooler to 10 -12% percent open for the flow rate into the cooler. This ball valve setting is permanent.

This product must be installed and serviced by authorized personnel, qualified in pool equipment installation. Improper installation and/or operation could cause serious injury or property damage. Improper installation and/or operation will void the warranty.

**INSTALACIÓN AUTOMATIZADA
PARA ESTABLECIMIENTO DE NUEVA
ALBERCA**



Primer paso: Reemplaza a una válvula automatizada "Aquator" PVC forma "T" después del regreso FINAL del calentón o del filtro a la alberca, luego **AÑADE** la línea PVC PRIMERO, luego una (manija roja o azul) válvula de bola yendo a el hueco de entrada CENTRAL a la unidad de enfriamiento (conecta y pega todas las partes) usa un tubo de 2" en TODOS los modelos residenciales (DEVES AÑADIR un acoplamiento reductor de 2" después un adaptador macho de 1 1/2' pulgada a la línea de entrada y a la línea de salida).

Segundo paso: Conecta y pega el nipple PVC de 1.5" pulgadas yendo fuera de la unidad, luego **AÑADE** un acoplamiento reductor de 2" a la línea de tubería de 2" que retorna a la alberca. (Esta debe ser una línea designada a la parte baja central de la alberca). **NO EL LAS PAREDES LATERALES.**

Tercer paso: **AÑADE** enchufe de 1" en el hueco de arriba de la parte izquierda del fondo del pozo. **AÑADE** una válvula de bola de 1" (ajustada) en la parte baja del drenaje de salida.

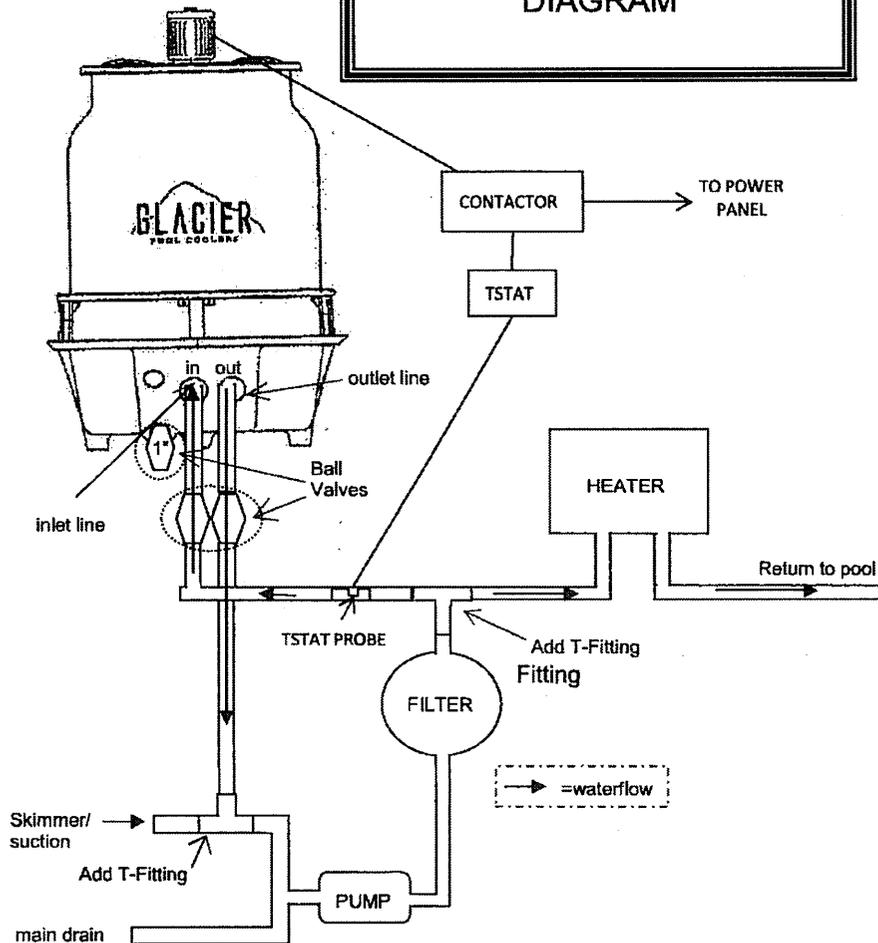
Cuarto paso- **ELECTRICO**: La unidad Glacier es adaptable y puede ser automatizada con **TODOS** los sistemas. Instalación de la unidad Glacier con Pentair, Jandy, Hayward, o una unidad Compool es básicamente la misma. Necesitas dos relés abiertos para hacerla funcionar. Primero, encuentra la bomba de filtro principal el cual estará alimentando a la unidad de enfriamiento. El relé tiene 4 tuercas, 2 líneas y 2 cargas de derecha a izquierda. Línea 1 carga1 línea2 carga2. Usa una de las cargas como **CALIENTE** para la unidad de enfriamiento y la carga2 para el actuador. Este se prende y abre la válvula automatizada y al mismo tiempo activa la electricidad a la unidad de la alberca. Base y neutral se atan a la toma de tierra. El relé tiene una conexión que debe ser conectada a una aux hembra para permitir control sobre el sistema automatizado. Cuando se usan actuadores, necesitaras (fabrica recomienda un actuador por válvula).

Este producto debe ser instalado y revisado por personal autorizado, calificado en instalación de albercas. Instalación inapropiada puede causar lesiones y serios daños a la propiedad. Instalación inapropiada anulara la garantía.

⚠ PELIGRO!!!

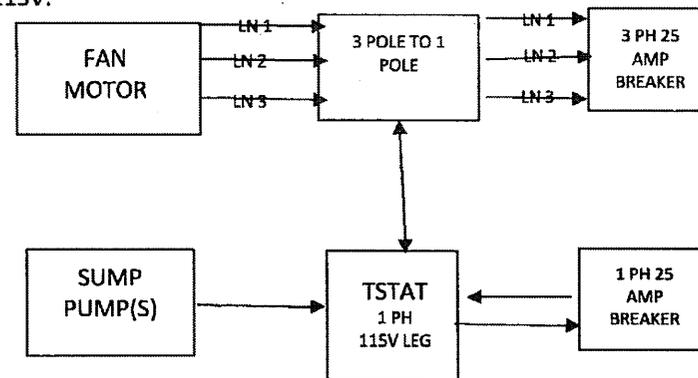
RIESGO DE SHOCK ELECTRICO. Unidades de enfriamiento residenciales contienen alambrado de bajo voltaje. Unidades comerciales contienen alambrado de alto voltaje. Contacto con este alambrado puede resultar en serias lesiones y hasta la muerte. Errores de alambrado pueden causar uso inapropiado y peligroso. **Glacier Pool Coolers, LLC no es responsable por instalación inapropiada o mal uso del equipo.**

COMMERCIAL INSTALLATION DIAGRAM

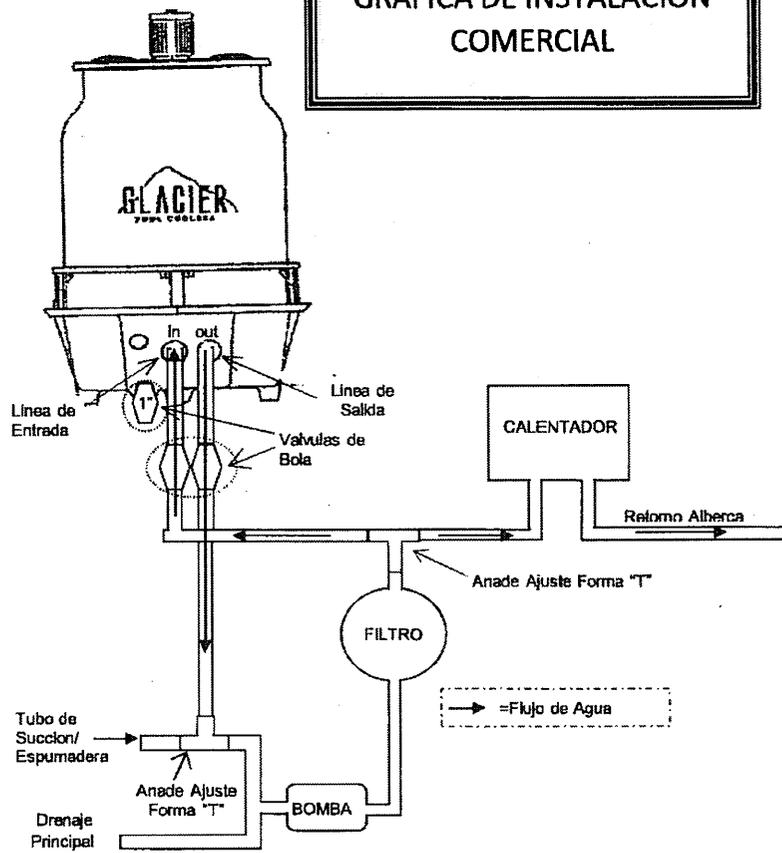


**** NOTE **** : The Thermostat probe goes into a dry well, then dry well is placed directly into the inline plumbing or a PVC fitting anywhere BEFORE the INLET to the cooler. The T-Stat electrical wiring goes to the contactor to the single pole port(s), then the fan motor wiring is connected into the 3 - pole port(s). The T-Stat controls the power to the FAN (only) for cooling. The T-Stat needs a 115V leg from the 1 Phase breaker.

1. **FIRST STEP** - ADD and connect a PVC T- Fitting right after the Filter or Heater line return to the pool, then ADD your PVC pipe line. Next, ADD a Ball valve before the inlet. Connect this to a threaded adapter fitting (Check cooler model to see fitting size) going to the MIDDLE inlet hole (input) to the cooler (connect and glue all parts). Use appropriate pipe by cooler model and on site plumbing. (SEE TECH SPEC. SHEET)
2. **SECOND STEP**- ADD another adapter fitting at the right outlet hole, (output) then ADD and connect your Ball Valve FIRST, then ADD your PVC pipe line out of the cooler toward the suction/skimmer side of the equipment set-up. Then, ADD a PVC T- Fitting on the suction/skimmer line near the pump, then connect line. (If the Facility has a surge tank, then this line can drop down below the water line into this tank as the chill water return).
3. **THIRD STEP**- ADD 1" plug in top hole on the left side of basin. ADD 1" threaded fitting, then a 1" Ball valve at bottom lower outlet.
4. **FOURTH STEP- ELECTRICAL** MODELS GPC- 23 TO GPC- 220 requires hook up to a single phase separate 25 Amp breaker. MODELS GPC-230 TO GPC- 2100 require 3-Phase 25 Amp breaker. Each 3-Phase installation will require single pole to 3- Phase contactor for tie in from Motor to Sump Pump and Thermostat connections. **The facility needs to have 3- Phase Breaker and Automatic Shut-off switch ready available for POOL COOLER hook up.** Wire hot out of breaker to the contactor. When the a319 Thermostat calls for cooling it pulls in the contactor to supply voltage to the FAN motor and sump pump. The T-Stat controls the Fan motor on & off. The sump pump is single phase 115V.



GRAFICA DE INSTALACIÓN COMERCIAL



⚠️ PELIGRO!!!

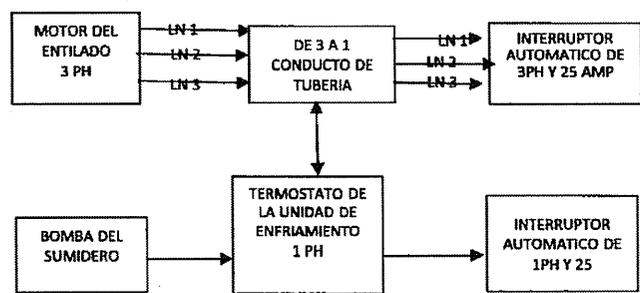
RIESGO DE SHOCK ELECTRICO. Unidades de enfriamiento residenciales contienen alambrado de bajo voltaje. Unidades comerciales contienen alambrado de alto voltaje. Contacto con este alambrado puede resultar en serias lesiones y hasta la muerte. Errores de alambrado pueden causar uso inapropiado y peligroso. **Glacier Pool Coolers, LLC no es responsable por instalación inapropiada o mal uso del equipo.**

Primer paso: **AÑADE** y conecta un ajuste PVC en forma "T" después de la línea del filtro o calentón que retorna a la alberca. Luego **AÑADE** la línea PVC. Después añade válvula de bola antes de la línea de entrada. Conecta está a un adaptador rosca (checa el modelo de la unidad para medida) yendo a el hueco de entrada **CENTRAL** (entrada) a la unidad de enfriamiento (conecta y pega todas las partes). Usa medida de tubería apropiada dependiendo el modelo de la unidad.

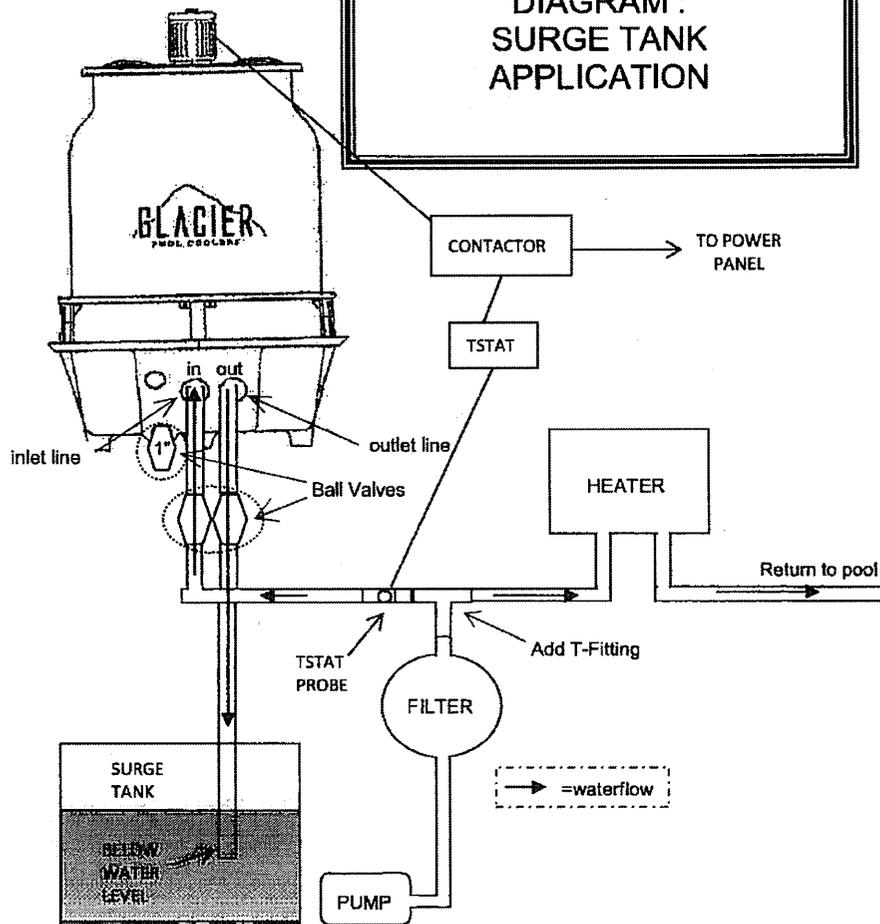
Segundo pasó: **Añade** otro adaptador en el hueco de salida localizado en la derecha, (salida) luego **AÑADE** y conecta la válvula de bola **PRIMERO, AÑADE** la línea del tubo PVC fuera de la unidad de enfriamiento hacia un lado de la línea de succión/espumadera. **DESPUES, AÑADE** un ajuste PVC forma "T" en la línea de succión/espumadera cerca de la bomba, luego conecta la línea. (Si la facilidad tiene cámara de compensación, entonces esta línea puede bajar por debajo del nivel de la línea de agua hacia el interior de este tanque a medida de que el agua fresca regresa)

Tercer paso: **AÑADE** enchufe de 1" en el hueco de arriba de la parte izquierda del pozo. **AÑADE** un ajuste roscado de 1", luego una válvula de bola de 1" en la línea de salida de la parte baja.

Cuarto paso- **ELECTRICO:** **MODELOS GPC-23 A GPC-220** requieren un interruptor automático de 1-Ph 110/115V 25 Amp. **MODELOS GPC-230 A GPC-2100** requieren un interruptor automático de 3-Ph 230/440/480V 25 Amp. Cada instalación de 3- fases requerirá de un tubo individual a uno de 3- fases para enlazar desde conexiones de Motor hasta conexiones de termostato. **Facilidad necesita tener un interruptor automático de 3- fases y un interruptor de apagado automático disponible a la mano para enchufe/conexión de la unidad.** El termostato controla el motor del ventilador dentro y fuera. El termostato y la bomba del resumidero son de una fase individual de 115V en un interruptor automático de 25 amp.

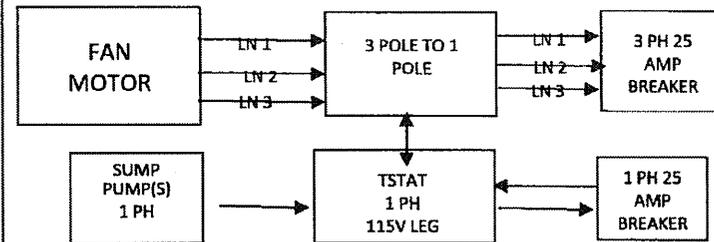


**COMMERCIAL INSTALLATION
DIAGRAM :
SURGE TANK
APPLICATION**

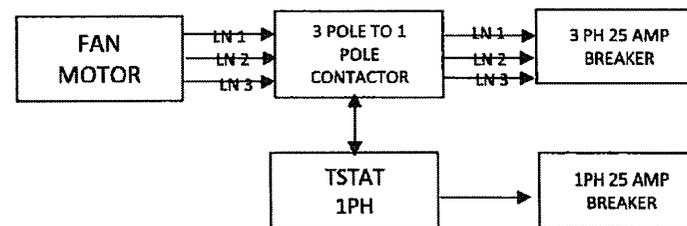


**** NOTE **** : The Thermostat probe goes into a dry well, then dry well is placed directly into the inline plumbing or a PVC fitting anywhere BEFORE the INLET to the cooler. The T-Stat electrical wiring goes to the contactor to the single pole port(s), then the fan motor wiring is connected into the 3 - pole port(s). The T-Stat controls the power to the FAN (only) for cooling. The T-Stat needs 1.15V leg from the 1Ph breaker.

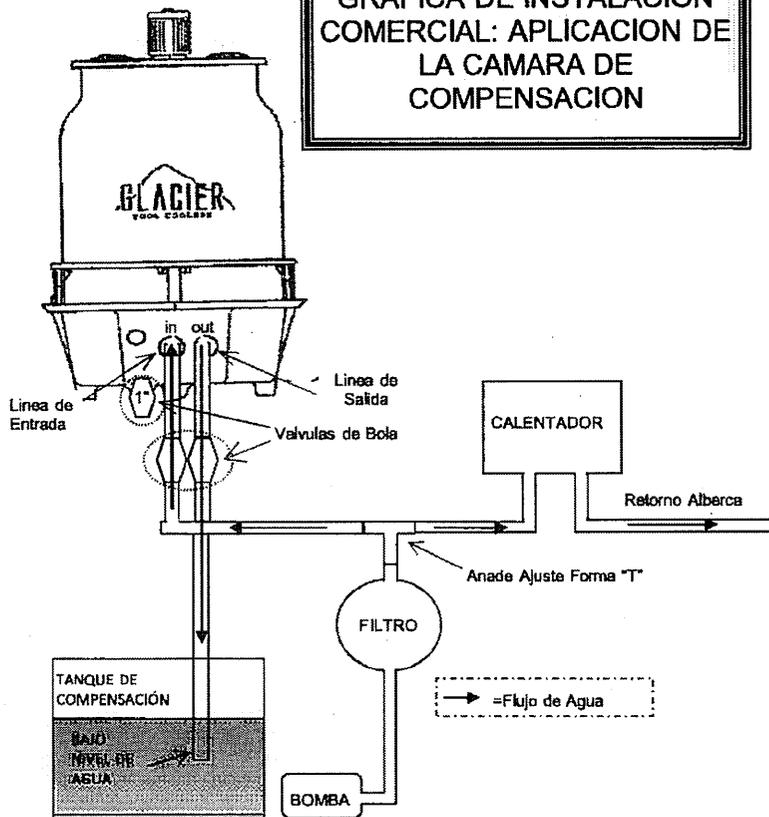
- FIRST STEP** - ADD and connect a PVC T- Fitting right after the Filter or Heater line return to the pool, then ADD your PVC pipe line. Next, ADD a Ball valve before the inlet. Connect this to a threaded adapter fitting (Check cooler model to see fitting size) going to the MIDDLE inlet hole (input) to the cooler (connect and glue all parts). Use appropriate pipe by cooler model and on site plumbing. (SEE TECH SPEC. SHEET)
- SECOND STEP**- ADD another adapter fitting at the right outlet hole, (output) then ADD and connect your Ball Valve FIRST, then ADD your PVC pipe line out of the cooler toward the surge tank, then this line drops down below the water level into the tank as the chill water return.
- THIRD STEP**- ADD 1" plug in top hole on the left side of basin. ADD 1" threaded fitting, then a 1" Ball valve at bottom lower outlet.
- FOURTH STEP- ELECTRICAL W / SUMP PUMP SYSTEMS** - MODELS GPC- 23 TO GPC- 220 require 1-Ph 110/115V 25 Amp breaker. MODELS GPC-230 TO GPC- 2100 require 3-Ph 230/440/480V 25 Amp breaker. Each 3- Phase installation will require single pole to 3- Phase contactor for tie in from Motor to Thermostat connections. **The facility needs to have 3- Phase Breaker and Automatic Shut-off switch ready available for POOL COOLER hook up.** Wire hot out of breaker to the contactor. When the a319 Thermostat calls for cooling it pulls in the contactor to supply voltage to the FAN motor. The T-Stat controls the Fan motor on & off. The T -Stat & sump pump is single phase 115V on a 25 amp breaker. **NOTE:** Sump pump systems are added to cooler(s) if the outlet line plumbing run is 50' feet and over to surge tank.



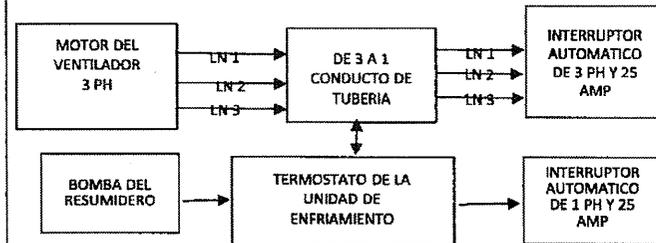
ELECTRICAL WITHOUT SUMP PUMP SYSTEMS:



**GRAFICA DE INSTALACION
COMERCIAL: APLICACION DE
LA CAMARA DE
COMPENSACION**



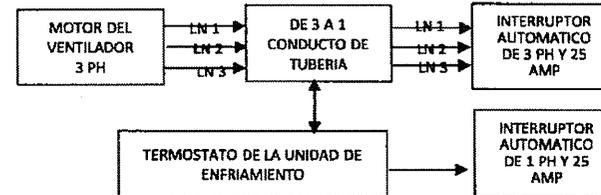
Primer paso: AÑADE y conecta un ajuste PVC en forma "T" después de la línea del filtro o calentón que retorna a la alberca. Luego AÑADE la línea PVC. Después AÑADE la válvula de bola antes de la línea de entrada. Conecta esta a un adaptador rosca (checa el modelo de la unidad para medida) yendo a el hueco de entrada CENTRAL (entrada) a la unidad de enfriamiento (conecta y pega todas las partes). Usa medida de tubería apropiada dependiendo el modelo de la unidad. Segundo paso: Añade otro adaptador en el hueco de salida localizado en la derecha, (salida) luego AÑADE y conecta la válvula de bola PRIMERO, AÑADE la línea del tubo PVC fuera de la unidad de enfriamiento hacia la cámara de compensación, entonces esta línea baja por debajo del nivel de la línea de agua hacia el interior de este tanque a medida de que el agua fresca regresa. Tercer paso: AÑADE enchufe de 1" en el hueco de arriba de la parte izquierda del pozo. AÑADE un ajuste roscado de 1", luego una válvula de bola de 1" en la línea de salida de la parte baja. Cuarto paso- ELECTRICO: MODELOS GPC-23 A GPC-220 requieren un interruptor automático de 1-Ph 110/115V 25 Amp. MODELOS GPC-230 A GPC-2100 requieren un interruptor automático de 3-Ph 230/440/480V 25 Amp. Cada instalación de 3- fases requerirá de un tubo individual a uno de 3- fases para enlazar desde conexiones de Motor hasta conexiones de termostato. **Facilidad necesita tener un interruptor automático de 3- fases y un interruptor de apagado automático disponible a la mano para enchufe/conexión de la unidad.** El termostato controla el motor del ventilador dentro y fuera. El termostato y la bomba del resumidero son de una fase individual de 115V en un interruptor automático de 25 amp. **NOTA:** Sistemas de bomba de resumidero son añadidas a unidades si la línea de salida de la plomería es de 50' pies o más a la cámara de compensación.



⚠ PELIGRO!!!

RIESGO DE SHOCK ELECTRICO. Unidades de enfriamiento residenciales contienen alambrado de bajo voltaje. Unidades comerciales contienen alambrado de alto voltaje. Contacto con este alambrado puede resultar en serias lesiones y hasta la muerte. Errores de alambrado pueden causar uso inapropiado y peligroso. **Glacier Pool Coolers, LLC no es responsable por instalación inapropiada o mal uso del equipo.**

ELÉCTRICA SIN SISTEMAS BOMBA DE SUMIDERO:



GLACIER POOL COOLERS, LLC

LIMITED WARRANTY

Glacier Pool Coolers, LLC warrants all parts to be free from manufacturing defects in materials and workmanship for a two year period from the date of retail purchase, with the following exceptions:

- Residential & Commercial models will be covered for two years

This warranty is limited to the first retail purchaser, is not transferable, and does not apply to products that have been moved from their original installation sites. The liability of Glacier Pool Coolers, LLC shall not exceed the repair or replacement of defective parts and does not include any costs for labor to remove and reinstall the defective part, transportation to or from the factory, and any other materials required to make the repair. This warranty does not cover failures or malfunctions resulting from the following:

- Failure to properly install, operate or maintain the product(s) in accordance with our published Installation and Operation Manual provided with the product(s).
- The workmanship of any installer of the product(s).
- Not maintaining a proper chemical balance in your pool water [pH level between 7.2 and 7.8, Total Alkalinity (TA) between 80 and 120 ppm, Total Dissolved Solids (TDS) less than 2000].
- Abuse, alteration, accident, fire, flood, lightening, rodents, insects, debris, negligence, or acts of God.
- Scaling, freezing, or other conditions causing inadequate water circulation.
- Use of non-factory authorized parts or accessories in conjunction with the product(s).
- Chemical contamination or improper use of sanitizing chemicals.
- Incorrect wire runs, improper electrical supply, collateral damage caused by improper operation and maintenance.
- Damage or corrosion from, or buildup of salt on fan motors, pumps, or any other moving or non-moving parts resulting from a salt chloronation/generating pool. See salt pool disclaimer in Operations Manual.
- Damage from shipping/freighting from manufacturer.

LIMITATION OF LIABILITY:

This is the only warranty given by Glacier Pool Coolers, LLC. No one is authorized to make any other warranties on Glacier Pool Coolers, LLC's behalf. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. GLACIER POOL COOLERS, LLC EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY. This warranty gives you specific legal rights. You may also have other rights which vary by state of province.

WARRANTY CLAIMS:

For prompt warranty consideration, contact your dealer and provide the following information: Proof of purchase, model number, serial number, and date of installation. The installer will contact the factory for instructions regarding the claim. If the dealer is not available, you can find an authorized service provider in your area by visiting www.glacierpoolcoolers.com or by calling our technical support department at 480.272.7700. All returned parts must accompany a return authorization number issued by Glacier Pool Coolers, LLC and require inspection prior to a warranty being fulfilled. Glacier Pool Coolers, LLC has the right to replace any warranty claim with a refurbished part. All replacement parts are warranted for the initial one year from date of purchase.

GLACIER POOL COOLERS, LLC

GARANTIA LIMITADA

Glacier Pool Coolers, LLC garantiza que todas las partes están libres de defectos de fabricación por un periodo de un año a partir del día de la compra, con las siguientes excepciones:

Modelos comerciales en albercas comerciales serán cubiertos por dos años.

Esta garantía es solamente para el cliente original, no es transferible, y no aplica a productos que hayan sido movidos del lugar original de instalación. La obligación de cobertura de Glacier Pool Coolers, LLC no debe sobre pasar la reparación y remplazo de partes defectuosas y no cubre los costos de reinstalación, transportación, u otro tipo de materiales necesarios para hacer la reparación. Esta garantía no cubre daños causados por:

- Instalación mal hecha, no seguir las instrucciones de este manual, o mal mantenimiento de la unidad.
- Mano de obra mal proporcionada al producto.
- No mantener la unidad en un balance químico apropiado [nivel pH entre 7.2 y 7.8, Alcalinidad (TA) entre 80 y 120 ppm, un total de solidos disueltos (TDS) de menos de 2000]
- Abuso, Alteración, accidentes, fuego, insectos, oxidación, negligencia, o daños causados por la naturaleza.
- Congelación, u otras condiciones que causen circulación de agua inadecuada.
- Uso de partes o accesorios no aprobados para la unidad.
- Contaminación química o uso inapropiado de químicos desinfectantes.
- Mal funcionamiento o mala instalación/conexión de alambrado.
- Acumulación de sal en los motores, bombas, o cualquier otra parte movable o no movable de la unidad.
- Daños causados por el flete/envió.

LIMITACIÓN DE NUESTRA OBLIGACIÓN DE COBERTURA:

Esta es la única garantía dada por Glacier Pool Coolers, LLC. Nadie está autorizado a hacer ningún tipo de cambios o garantías en las unidades Glacier Pool Coolers, LLC. ESTA GARANTIA NO CUBRE DAÑOS CAUSADOS POR NEGLIGENCIA, MAL USO, O ACCIDENTES. Esta garantía te proporciona derechos legales específicos. También puedes tener otros derechos que pueden variar o depender por Estado de provincia.

PETICIONES DE GARANTÍA:

Para inmediata consideración de la garantía, contacta el comerciante con la siguiente información: Prueba de compra original, número de modelo, número de serie de la unidad, y fecha de la instalación. La instalación contactara a la fábrica para instrucciones con respecto a la petición de garantía. Si el comerciante no está disponible, puedes encontrar un agente autorizado en tu área visitando www.glacierpoolcoolers.com o llamando al 480.272.7700. Todas las partes devueltas deben estar acompañadas por el número de autorización para devoluciones brindado por Glacier Pool Coolers, LLC y requiere una inspección antes de que la garantía pueda ser brindada. Glacier Pool Coolers, LLC tiene derecho a remplazar cualquier petición de garantía con partes reconstruidas. Todos los reemplazos están garantizados por un año desde el día de la compra original.

FREQUENTLY ASKED QUESTIONS

- 1. WHY IS THERE SPLATTER COMING OUT THE TOP OF MY COOLER?**

If there is water droplets splattering out the top of the cooler you need to slow your sprinkler wands down. In order to do this simply restrict the flow of water coming into the unit by slowly turning the ball valve back on the IN line. The wands should be turning at a slower or "walking" rate of speed. As a rule of thumb both the IN and OUT valves should be positioned at about the 2 o'clock position.
- 2. MY COOLER ONLY DROPPED MY POOL DOWN BY 5 DEGREES. IS THERE SOMETHING WRONG?**

If a desirable drop in degrees is not established within an 8-12 hour period, there may need to be some use adjustments. Always make sure that the sprinkler wands are turning at a slower or "walking" rate of speed. It is recommended that the cooler run at night when the sun is off the pool. An initial drop in temperature should be expected overnight. If the sun warms the pool back up by afternoon, just turn the system on to keep your pool refreshing. *
- 3. IS THE WATER SUPPOSED TO FILL UP IN THE BASIN AND THEN DRAIN EVERY FEW MINUTES?**

Yes. The cooler is designed so that the cool water collects in the basin and the internal pump system kicks on and pushes the water back into your pool. You should never try to balance the water flow as this will eventually cause cavitation in your pool pressure.
- 4. IS THE POOL COOLER LOUD?**

The cooler has about the same noise level as your pool pump.
- 5. HOW MUCH ELECTRICITY DOES THE POOL COOLER USE?**

Our residential models are extremely energy efficient. They average 5.5 amps (amperage) when in use.
- 6. SHOULD I OVERSIZE MY COOLER TO GET MORE COOLING?**

No. Our line of pool coolers have been designed to accommodate specific pool sizes as shown on the specs. You will not see an increase in cooling by putting a larger cooler on a smaller pool.
- 7. DO THE COOLERS WORK IN HIGH HUMIDITY AREAS?**

Yes. Glacier Pool Coolers work efficiently in all regions. All of our usage and sizing data are based on research and development in Houston, TX and the Gulf Coast region. Our coolers take the heat from the water regardless of humidity or air temperature.
- 8. CAN I INSTALL THE COOLER MYSELF?**

We strongly recommend an authorized and qualified pool equipment professional does your installation. Improper installation/operation will void your warranty.
- 9. WHAT DO I NEED TO DO TO WINTERIZE MY COOLER?**

You must keep your IN and OUT valves closed and your main drain ball valve (the bottom left valve) open so the system is drained and will stay empty from rain water. If water stays in the basin over the off-season it could potentially burn up your pump. You may also want to purchase a cover or tarp to keep any leaves or debris out of the fan area and basin especially if the cooler is under or around trees or bushes. Upon start-up at the beginning of the summer season, make sure the unit is clear of debris especially around the pump. A good hose down should do the trick.
- 10. WILL THE POOL COOLER WORK WITH A SALT WATER POOL?**

Yes. Our units are made of reinforced fiberglass, with stainless steel components. You can not harm the unit with salt residue, however extra care to maintain the cooler on your salt pool is necessary. Keep the cooler hosed down regularly to reduce salt build up and rusting. As with all pool equipment there should be some expectation of cosmetic effects from the corrosiveness of salt water. These cosmetic effects should not hinder the operation of the pool cooler.

11. HOW DO I CONTROL THE TEMPERATURE OF MY POOL?

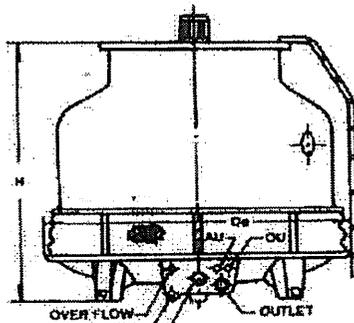
Our residential coolers do not come with thermostat controls. Cooling is determined by the run time of your pool pump. If it's too cold, cut back your hours. If it's not cool enough, run your pump longer. Now if your pool is automated our pool cooler can integrate into your system and a temperature range can be set through your automated system.



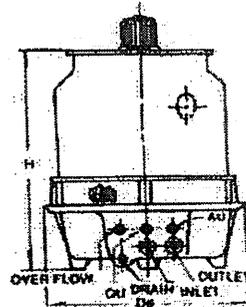
Keeping Swimming Pools Cool All Summer Long!
www.glacierpoolcoolers.com

GLACIER POOL COOLERS, LLC DIMENSION, CONNECTION, AND INSTALLATION DATA SHEET

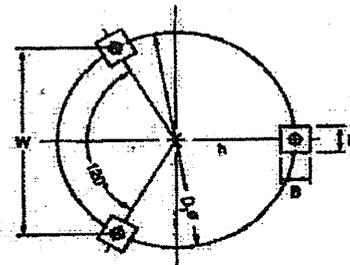
MODEL NUMBER	POOL VOLUME (1000 GALLONS)	DIMENSIONS			PIPE CONNECTIONS				NOMINAL WATER FLOW (gpm)	PAD SIZE (feet)	INSTALL CLEARANCE (ft)	WEIGHTS	
		HEIGHT (inches)	DIA. (inches)	W (inches)	INLET (inches)	OUTLET (inches)	DRAIN (inches)	OVERFLOW (inches)				DRY (LBS.)	OPER. (LBS.)
GPC-23	< 8	50	28	19	1.5	1.5	1.0	1.0	25	2x2	1	105	260
GPC-25	8-20	52	34	19	1.5	1.5	1.0	1.0	25	2x2	1	125	275
GPC-210	20-30	54	42	26	1.5	1.5	1.0	1.0	30	3x3	1	150	455
GPC-215	30-45	60	46	30	2.0	2.0	1.0	1.0	45	3x3	1	200	550
GPC-220	45-80	63	55	38	2.0	2.0	1.0	1.0	60	4x4	1	250	730
GPC-230	80-120	70	63	37	2.5	2.5	1.0	1.0	80	5x5	2	300	1090
GPC-240	120-180	75	72	41	2.5	2.5	1.0	1.0	125	5x5	2	425	1150
GPC-250	180-225	75	79	47	3.0	3.0	1.0	1.0	150	6x6	2	525	1350
GPC-260	225-275	75	79	47	3.0	3.0	1.0	1.0	180	6x6	2	600	1500
GPC-270	275-325	80	86	35	4.0	4.0	1.0	1.0	207	6x6	2	700	1570
GPC-280	325-400	80	86	35	4.0	4.0	1.0	1.0	237	6x6	2	750	1610
GPC-2100	400-600	85	105	47	4.0	4.0	1.0	1.0	295	8x8	2	890	2365



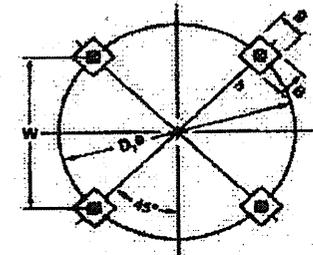
GPC240 - GPC2100



GPC23 - GPC230



GPC23 - GPC230



GPC240 - GPC2100

Cooler Specifications: Model GPC- 2100



"Keeping Swimming Pools Cool All Summer Long"

Design and Operating Conditions		Water Distribution System Construction Materials	
Cooler type:	CounterFlow Induces Draft	Stand pipe:	PVC
Water flow rates:	295	Sprinkler head:	AC
Hot water temperature:	95 deg. F	Sprinkler pipe:	PVC
Cold water temperature:	78 deg F	Mechanical Equipment	
Ambient wet bulb temperature:	85 deg F	Fan unit:	one unit per cooler
Total fan BHP:	3 hp	Type:	Induction
Total pump head:	8.2 ft.	Manufacturer:	Glacier
Drift loss of water flow rates:	0.002%	Diameter:	57 7/8
Evaporation loss of water flow rates:	0.93%	Blade Material:	AC
Design wind load:	30.7 lb/sqft	Hub material:	AC
Structural Details		Nominal air volume:	24500 cfm
Overall diameter:	104 3/8	Fan Motor	
Overall height:	85.07 in	Number of motors:	one unit per Cooler
Dry weight:	887 lbs	Type:	Induction
Operating weight:	2361 lbs	Manufacturer:	Glacier
Basic Cooler Construction Materials		Insulation:	E Class
Cooler support frame assembly:	HDGS	Rated HP:	3 hp
Casing:	FRP	Voltage and phase:	220/440-3
Casing supporter:	HDGS	Piping Connections	
Cold water basin:	FRP	Primary water inlet diameter:	4 in
Filling:	PVC	Primary water outlet diameter:	4 in
Filling support:	HDGS	Auto fill inlet diameter:	1 in.
Fan guard:	HDGS	Quick fill inlet diameter:	1 in.
Mechanical equipment support:	HDGS	Overflow outlet diameter:	1 in.
Air inlet louver:	PVC	Drain diameter:	1 in.
Bolts, nuts and washers:	STS	Nominal water flow:	295 gpm

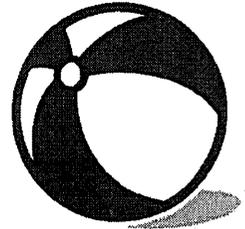
Specifications subject to change without notice.

MATERIALS KEY	
FRP	Fiberglass Reinforced Plastic
HDGS	Hot Dip Galvanized Steel
AC	Aluminum Alloy Cast
STS	Stainless Steel



FAMILY POOLS INC.

**873 SW South Macedo Blvd.
Pt. St. Lucie, FL 34983
License # CPC1456929
1-866-294-4011
772-785-9558 fax**



Commercial Pool Cooler System
Village of North Palm Beach

Submittals:

C. Warranty: Submit a copy of manufacturer's warranty.

GLACIER POOL COOLERS, LLC

LIMITED WARRANTY

Glacier Pool Coolers, LLC warrants all parts to be free from manufacturing defects in materials and workmanship for a period of one year from the date of retail purchase, with the following exceptions:

- Commercial models on commercial pools will be covered for two years

This warranty is limited to the first retail purchaser, is not transferable, and does not apply to products that have been moved from their original installation sites. The liability of Glacier Pool Coolers, LLC shall not exceed the repair or replacement of defective parts and does not include any costs for labor to remove and reinstall the defective part, transportation to or from the factory, and any other materials required to make the repair. This warranty does not cover failures or malfunctions resulting from the following:

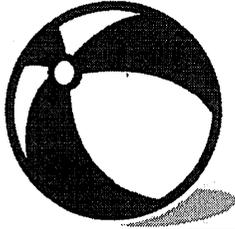
- Failure to properly install, operate or maintain the product(s) in accordance with our published Installation and Operation Manual provided with the product(s).
- The workmanship of any installer of the product(s).
- Not maintaining a proper chemical balance in your pool water [pH level between 7.2 and 7.8, Total Alkalinity (TA) between 80 and 120 ppm, Total Dissolved Solids (TDS) less than 2000].
- Abuse, alteration, accident, fire, flood, lightening, rodents, insects, debris, negligence, or acts of God.
- Scaling, freezing, or other conditions causing inadequate water circulation.
- Use of non-factory authorized parts or accessories in conjunction with the product(s).
- Chemical contamination or improper use of sanitizing chemicals.
- Incorrect wire runs, improper electrical supply, collateral damage caused by improper operation and maintenance.
- Damage or corrosion from, or buildup of salt on fan motors, pumps, or any other moving or non-moving parts resulting from a salt chlorination/generating pool. See salt pool disclaimer in Operations Manual.
- Damage from shipping/freighting from manufacturer.

LIMITATION OF LIABILITY:

This is the only warranty given by Glacier Pool Coolers, LLC. No one is authorized to make any other warranties on Glacier Pool Coolers, LLC's behalf. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. GLACIER POOL COOLERS, LLC EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY. This warranty gives you specific legal rights. You may also have other rights which vary by state or province.

WARRANTY CLAIMS:

For prompt warranty consideration, contact your dealer and provide the following information: Proof of purchase, model number, serial number, and date of installation. The installer will contact the factory for instructions regarding the claim. If the dealer is not available, you can find an authorized service provider in your area by visiting www.glacierpoolcoolers.com or by calling our technical support department at 480.272.7700. All returned parts must accompany a return authorization number issued by Glacier Pool Coolers, LLC and require inspection prior to a warranty being fulfilled. Glacier Pool Coolers, LLC has the right to replace any warranty claim with a refurbished part. All replacement parts are warranted for the initial one year from date of purchase.



FAMILY POOLS INC.

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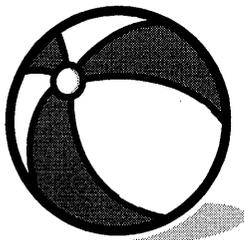


Commercial Pool Cooler System
Village of North Palm Beach

Submittals:

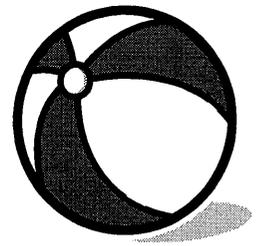
E. Reference List: Provide list of recently installed similar type pool cooler installations.

See attached reference page for all commercial projects. We have extensive equipment installation experience more so with heaters than coolers but generally speaking functionally heaters and coolers are similar equipment offering opposite amenities.



FAMILY POOLS INC.

873 SW South Macedo Blvd.
Pt. St. Lucie, FL 34983
License # CPC1456929
1-866-294-4011
772-785-9558 fax



References:

(ALL OF WHICH WE WERE PRIMARY CONTRACTOR ON & FRANK RUSSO WAS DIRECT PROJECT SUPERVISOR.)

Charlotte County BOCC

Art Markham

941-743-1377

art.markham@charlottecountyfl.gov

Various municipal commercial pool renovations including re tile, pool resurface, depth markers, lane tile, etc.

2014 - current

\$239,000.00

Windsor of Florida

Juan Tierrablanca

772-321-0566 or 772-388-8422

juan.tierrablanca@windsorflorida.com

Various commercial renovations as well as residential for rental/vacation properties

2010 – current

\$136,000.00

Concord Management Ltd.

Melanie Caglioni

407-621-6415

melanie.caglioni@concordrents.com

2605 Maitland Center Parkway

Maitland, FL 32751

Numerous commercial renovations at various properties including pool retiles, and interior resurfaces.

2014 – current

\$62,000.00

Okeechobee County BOCC

Sheri Selvy or Donnie Odom

863-763-0805

sselvy@co.okeechobee.fl.us

1700 NW 9th Ave

Okeechobee, FL 34972

Commercial renovation pool & deck retile, resurface, coping repairs, etc.

2013 – current

\$189,000.00

Sea Pointe Towers Ft Pierce

801 South Ocean Drive.

Ft Pierce, FL 34949

Seapointe801@outlook.com

772 -872-1771 Rick

Commercial pool resurface, retile, deck repairs and texture then stain.

2018

\$37,000.00

Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976
John Coffey
Phone: 772.664.3141 Fax: 772.664.1928
Commercial pool retiling, resurface, acid wash, heater / equipment install and repairs etc.
2015-2016
\$84,000.00

Magnolia Lakes Clubhouse
Bob Allen
101 NW Magnolia Lakes Blvd
Saint Lucie West, FL 34983
772-260-9886
Commercial retiling, resurface, new light fixture installations.
2013
\$48,000.00

The Lakes Saint Lucie West
1210 NW Sun Terrace Circle
Port Saint Lucie
jeff@pinnacleam.com
772-631-9755 Jeff
Commercial pool resurface, retiling, etc.
2018
\$36,000.00

Town Park Master Assn
11270 SW Town Park Ave
Port St Lucie, FL 34953
561-235-0625
RVick@campbellproperty.com
Commercial pool resurface and retiling, coping and deck repairs, splash pad resurface, handicap lift install etc.
2018
\$74,000.00

The Club at Saint Lucie West
111 SW Palm Drive
Port St Lucie, FL 34986
(772) 343-8807
franchesca.rodriquez@fsresidential.com
Commercial pool resurface
2017
\$39,000.00

Karma Hotels
Best Western
3975 Highway 441 South
Okeechobee, FL
Holiday Inn
3101 Highway 441 South
Okeechobee, FL
863-634-9032
Jay
karmahotels@hotmail.com
Pool resurface, retile, deck repairs, etc.
2018
\$22,000.00

MARRIOTT HUTCHINSON ISLAND
555 NE Ocean Blvd
Stuart, FL 34996
Jason Hazelton
772-214-7070
Hotel pool resurface & re tile
2018
\$28,000.00

Keystone Property Management
Southwinds @ The Moorings
1250 W Southwinds Blvd
Vero Beach, FL 32963, USA
Michael Barber
772-538-1986
Resurface two onsite community pools, re tile, new coping installation
2018
\$62,000.00

Villas of Village Green
1487 NE Colchester Cr
PSL, FL
772-335-2393
Resurface & retile pool
2018
\$65,000.00

City of Lauderhill
5581 W Oakland Park Blvd
Lauderhill, FL 33313
John Mullins Aquatic Center
BUDDY
954-614-4744
Resurface, retile, leak repair, new filters, new lights
Build a new splash pad for the city
2019
\$250,000.00

EVERGREEN CONDOMINIUM
1622 SE GREEN ACRES CIR
PT ST LUCIE, FL
(772) 335-7984
Resurface & retile
2018
\$40,000.00

Oasis Village of Okeechobee C/O Vesta Property
1601 Us Highway 441 SE
Okeechobee, FL
Ed 217-653-3205
Resurface and retile
2018
\$25,000.00

Treasure Cove Dunes Condo Association
4100 N Hwy A1A
Ft Pierce, FL
(305) 433-1870 BRIAN JEROME
Resurface, retile, new pavers, new fence, new ladders and handrails
2018
\$86,000.00

Peacock Run Apartments
5502 NW East Torino Parkway
Port St. Lucie, FL 34986
Ph 772.344.3998 Fax 772.446.4403 Christine Lombardi Property Manager
Drain and acid wash pool. Install all new equipment VakPak system and replumb.
2019
\$45,000.00

City of Sunrise
Village Beach Club and Welleby Pool Resurfacing
Meghan Kaufold, R.A.
777 Sawgrass Corporate Parkway
Sunrise. FL 33325
(954) 888-6070 telephone
(954) 572-2494 fax
Resurfaced and retiles 2 commercial/city community pools and one kiddie pool.
2019
\$166,000.00

Brevard County
MCLARTY PARK POOL RENOVATIONS

790 Barton Boulevard
Rockledge, FL 32955

Doug Haymond
Construction Coordinator
Brevard County Facilities
Office: 321-633-2050

Demo existing kiddie pool eliminate use, pour concrete solid to fill and merge with existing deck area, resurface and retile community pool, repairs deck and spraydeck entire deck area.

2019

\$129,000.00

Tammy Hollander General Manager

Okeechobee KOA Resort
4276 US Hwy 441 So.

Okeechobee, FL 34974
(863) 763-0231

Resurface one community pool and spa.

2019

\$48,000.00

Make A Wish Southern Florida

4491 South State Road 7

Suite 201

Ft. Lauderdale, FL 33314

954-967-9474

954-967-2468

PMartinez@sflawish.org

David Martinez

8105 NW 96th Ave

Tamarac FL

Residential splash pad install

2019

\$28,000.00

Village of North Palm Beach

Special Projects Director

Village of North Palm Beach

Country Club Pool, Deck, & Equipment Room Renovation

951 US-1,

North Palm Beach, FL 33408

Office Phone – 561-904-2139

Cell Phone – 561-348-0697

Resurface pool, retile pool, rebuild step to code, replumb pool, install all new pumps and filters, new coping, diving blocks, lifts, install 29 new lights, pool size is over 14,000 total interior area, massive renovation project.

2019

\$500,000.00

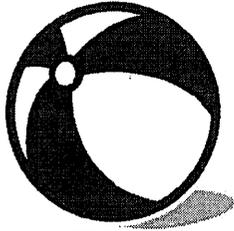
Mayfair of Wellington FL
2100 Wingate Bend
Wellington FL 33414
slorio@grsmgt.com
Sue (561) 429-2065
Resurface and retile commercial pool
2019
\$17,000.00

The Meadows
2188 SE Wild Meadow
Port St. Lucie, FL 34986
meadowspsl@gmail.com
Tom (772) 233-5775
Pool & spa resurface and retile
2019
\$27,000.00

Meadowland Cove Homeowners
12784 Meadowbreeze Dr
Wellington, FL 33414
Risa (561)-641-8554
Resurface and step tile
2019
\$21,640.00

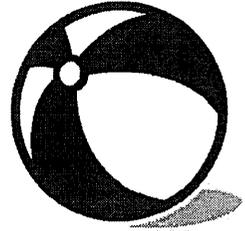
Silver Palm RV Resort
4143 US 441 South
Okeechobee, FL 34974
Sherrie or Mark (863) 610-3844
Pool and spa resurface, step tile, gutter tile
2019
\$39,000.00

INGRID SARMIENTO
Property Manager -LCAM
The Lakes at Tradition HOA
11840 SW Tradition Lakes Blv | Port Saint Lucie, FL 34987
Direct 772-345-0690
Email Ingrid.Sarmiento@fsresidential.com
2020
\$90,000.00



FAMILY POOLS INC.

**873 SW South Macedo Blvd.
Pt. St. Lucie, FL 34983
License # CPC1456929
1-866-294-4011
772-785-9558 fax**



Commercial Pool Cooler System
Village of North Palm Beach

Submittals:

F. A list shall be submitted of all specification deviations with a complete description of each.

No deviations to list

Village Clerk

FEB 18 2020 7:40 9:40am

Received

PFFI HERE

Extremely Urgent



ORIGIN ID:FPRA (772) 878-8452
FRANK RUSSO
FAMILY POOLS INC
873 SW SOUTH MACEDO BLVD
PORT ST LUCIE, FL 34983
UNITED STATES US

SHIP DATE: 17FEB20
ACTWGT:
CAD: 308600009/MNET4222
BILL CREDIT CARD

TO BIDS / PROCUREMENT
VILLAGE OF NORTH PALM BEACH
501 U.S HIGHWAY ONE
PROCUREMENT / BIDS
NORTH PALM BEACH FL 33408

(561) 296-1060
INV:
PO:

REF:

DEPT:



TUE - 18 FEB 10:30A
PRIORITY OVERNIGHT

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**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
FINANCIAL INFORMATION
2020 - 2024**

Project Name :	Pool Chiller					
Strategic Result :	All Neighborhoods as Desirable Places to Live					
Department :	Country Club Pool					
	2020	2021	2022	2023	2024	Total
Project Budget :						
Land acquisition						\$ -
Planning / Design						\$ -
Engineering						\$ -
Construction						\$ -
Vehicle						\$ -
Equipment	\$ 50,000					\$ 50,000
Other						\$ -
Total Budget	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Funding Sources :						
General revenues	\$ 50,000					\$ 50,000
Impact fees						\$ -
Grant revenues						\$ -
Debt Service						\$ -
Infrastructure Surtax						\$ -
Fund balance						\$ -
Other						\$ -
Total Revenues	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Operating Impact:						
Personnel						\$ -
Operating						\$ -
Capital						\$ -
Other						\$ -
Total Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Comment:	There may be operating efficiencies or avoidance of future costs that result from the replacement, but these impacts are not presently quantifiable and are believed to be marginal					