#### CITY COUNCIL MINUTES

January 23, 2023

Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Water Slide Renovation at the Troy Family Aquatic Center

Resolution #2023-01-018-J-4b Moved by Abrahim Seconded by Hamilton

RESOLVED, That the Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to renovate and resurface the interior and exterior of the water slide flumes at the Troy Family Aquatic Center as per bid specifications, to sole bidder meeting specifications, *Dale Cooper LLC dba Safe Slide Restoration of Farmington, MI,* for an estimated total cost of \$86,365.00 and a 10% contingency for a not to exceed total amount of \$95,001.50 at prices contained in the bid tabulation dated January 5, 2023; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid documents, including insurance certificates and all other specified requirements.

Yes:

Hodorek, Baker, Abrahim, Brooks, Chamberlain-Creanga, Hamilton

No:

None

Absent: Erickson Gault

**MOTION CARRIED** 

#### **PURCHASE ORDER**

CITY OF TROY Aquatic Center

3425 CIVIC CENTER DRIVE TROY, MI 48084

CITY OF TROY Aquatic Center 3179 LIVERNOIS TROY, MI 48083

No. 2023-00000835 **DATE:** 02/01/2023 **PAGE:** 1 of 1 **FOB DESTINATION** 

**COUNCIL RESOLUTION** 2023-01-018-J-4b

**VENDOR NO. 177202** 

DALE COOPER LLC P O BOX 102 FARMINGTON, MO 63640

QUANTITY UNIT 1 Each	DESCRIPTION Slide Renovation - Interior and Exterior	UNIT COST 86,365.0000	TOTAL COST \$86,365.00
Special Instructions:	Entered By: Emily Frontera		\$86,365.00

CITY COUNCIL AWARD DATE: 1/23/2023. Contract for Interior and Exterior Slide Restoration in accordance with the specifications and completion date of ITB-COT 22-44. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

#### **TERMS & CONDITIONS**

Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.

Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.

In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the

price contained in the contract.

Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a codefendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

#### CITY OF TROY BID TABULATION SLIDE RENOVATION

ITB-COT 22-44 Page 1 of 1

	VENDOR NAME:	Dale Cooper LLC DBA Safe Slide Restoration
	CITY:	Farmington, MO
	CHECK AMOUNT:	\$6,500.00
	CHECK#:	817311
PROPOSAL: Waterslide Renovation at the Troy Family Aqu	ıatic Center	
<b>SLIDE #1:</b> Furnish all labor, materials, and equipment to have the <b>T</b> fiberglass repaired, caulked, cleaned, descaled, and apply the three system or approved alternative that includes primer, Colorshield, and interior and exterior of the waterslide.	coat SlideRenu	\$46,925.00
SLIDE #2: Furnish all labor, materials, and equipment to have the Body Waterslide repaired, caulked, cleaned, descaled, and apply the three coat SlideRenu system or approved alternative that includes primer, Colorshield, and Chlorashield on the interior and exterior of the waterslide.		\$28,264.00
SLIDE #3: Furnish all labor, materials, and equipment to have the Ki repaired, caulked, cleaned, descaled, and apply the three coat Slidel approved alternative that includes primer, Colorshield, and Chlorashi only of the waterslide.	Renu system or	\$11,176.00
GRAND TOTAL SLIDES	I, 2 AND 3:	\$86,365.00
SCHEDULE OF VALUES PROVIDED:	Y or N	Υ
CONTACT INFORMATION:	Hours of Operation:	8 AM - 7 PM
	24 Hr. Phone Number:	989-954-6235
SITE INSPECTION:	Y or N	N
CAN MEET COMPLETION DATE:	Y or N	Υ
REFERENCES:	Y or N	Y
CAN MEET INSURANCE:	Y or N	Υ
PAYMENT TERMS:	Y or N	Net 30
WARRANTY:	Y or N	* 5 yr on paint for adhesion – Fiberglass * 5 yr on structural fiberglass repair not to delaminate * 5 yr on gel coat with yearly maintenance plan (otherwise 2 yr warranty)
EXCEPTIONS:		None
ACKNOWLEDGEMENT:	Y or N	Y
ORGANIZATIONAL QUESTIONNAIRE PROVIDED:	Y or N	Y
	Y or N	2 Incomplete: Legal Status of Bidder; Familial Disclosure

Attest:	
(*Bid Opening conducted via a Zoom Meeting,	)
Brian Goul	
Morgan Thrasher	
Andrew Chambliss	
Beth Zaccardelli	

Emily Frontera Purchasing Manager



#### CITY OF TROY BID PROPOSAL

**ITB-COT 22-44** Page 1 of 8

The undersigned proposes to FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO REPAIR, CAULK AND REFINISH THE INTERIOR AND EXTERIOR OF THE BODY AND TUBE WATERSLIDES, AND INTERIOR ONLY OF THE KIDDIE WATERSLIDE AT THE TROY FAMILY AQUATIC CENTER. THIS

PROCESS INCLUDES CLEANING, DESCALI	NG AND APPLYING THREE COAT SLIDERENU
SYSTEM (PRIMER, COLORSHIELD, AND CH	HLORASHIELD) OR APPROVED ALTERNATIVE
in accordance with the attached specifications, which	h are to be considered an integral part of this proposal,
at the following prices:	•
COMPANY NAME: Dale Cooper LLC DBA Sa	fe Slide Restoration
The document contains the following sections:	
Instructions to Bidders (3 pages)	Public Act 57 (2 pages)
Bid Proposal (8 pages)	Forms (9 forms)
Schedule of Values (1 page)	Bonds (4 pages)
Vendor Questionnaire (2 pages)	Sample Insurance Certificate (1 page)
Specifications (3 pages)	Statement of No Bid (1 page)
PROPOSAL: Waterslide Renovation at the Troy Fa	amily Aquatic Center
SLIDE #1: Furnish all labor, materials, and equipme	nt to have the Tube waterslide liberglass repaired,
caulked, cleaned, descaled, and apply the three coa	t SildeRenu system or approved alternative that includes
primer, Colorshield, and Chlorashield on the interior	and exterior of the waterside.
COMPLETE FOR THE SUM	M OF: \$_46,925.00
SLIDE #2: Furnish all labor, materials, and equipme cleaned, descaled, and apply the three coat SlideRe Colorshield, and Chlorashield on the interior and ext	nu system or approved alternative that includes primer,
•	
COMPLETE FOR THE SU	W OF: \$ 40,204.00
SLIDE #3: Furnish all labor, materials, and equipmed cleaned, descaled, and apply the three coat SlideRe Colorshield, and Chlorashield on the interior only of	ent to have the <b>Kiddie Waterslide</b> repaired, caulked, enu system or approved alternative that includes primer, the waterslide.
COMPLETE FOR THE SU	M OF: \$ 11,176.00
SCHEDULE OF VALUES: The City of Troy may be circumstances. Therefore, a unit price schedule sha submission which indicates unit prices for all items to	required to add or delete work due to unforeseen

NOTE: All items of work noted in the specifications that are not specifically noted in the proposal shall be considered as included in the contract and shall be constructed at no extra cost to the City of Troy.

A SCHEDULE OF VALUES FORM IS ATTACHED AND MUST BE COMPLETED AND RETURNED WITH

THE BID AT THE TIME OF SUBMISSION. SCHEDULE FORM IS ATTACHED \_\_\_\_ Yes

Bid Proposal Slide Renovation Page 2 of 8

ADDITIONAL INFORMATION: For additional information or questions concerning this project please contact: Morgan Thrasher, Recreation Supervisor at (248) 524-3587.

,		
CONTACT INFOR		
Hours of Operation:	8 AM - 7 PM	24 Hr Phone No: : 989-954-6235
	<b></b>	
specifications. If a bi	amine the site to determine idder does not make a site one in his/her bid proposal.	e the amount of work to be done in accordance with the inspection, that bidder, accepts full responsibility and risk for Contact <b>Morgan Thrasher at (248) 524-3587</b> to schedule an 00 pm, Monday through Friday.
( )	Our company visited th	ne site on
<b>(✓)</b>	Our company did not v	isit the site.
PERMITS: All work performed mermits and arrange part of Contractors fe	for inspections. All fees for	ode. The Contractor shall obtain all applicable and required or said City of Troy permits will be waived. State permits to be
The bidder agrees Construction Lien A	that, if awarded the Conct (P.A. 1980, No. 497) as tements on Owner-approve	tract(s) he/she will abide by all requirements of the Michigan s amended and effective March 1, 1982, and to provide full and
PUBLIC ACT 57:	The contractor shall abide	e by all requirements provided in Public Act 57 (Copy attached).
and be completed to amendment to this s	move supplies and materi by May 15, 2023. The Ci chedule.	als to the work site after April 1, 2023 and work shall commence ty of Troy is the only party to this contract that may authorize / installation schedule ery / installation schedule but offers:
professional compet of the City of Troy. meeting specification so to reject low bids	ence, references, warranti The City of Troy reserves ns for each proposal; to c s which have maior deviation	e a combination of factors, including but not limited to: cost, es and the correlation of the proposal submitted to the needs is the right to award this bid to the lowest responsible bidder ombine proposals if deemed in the City's best interest to do ons from specifications; to accept a higher bid which has only the City of Troy's best interest.

**LOCAL PREFERENCE:** 

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME: Dale Cooper LLC DBA Safe Slide Restoration

Bid Proposal Slide Renovation Page 3 of 8

#### **BIDDER QUALIFICATIONS:**

The contractor shall have demonstrated experience in working on a minimum of 3 similar sized projects in Michigan within the last 5 years. The Contractor must be licensed and registered to perform work in Michigan as necessary to comply with all local, state and federal requirements for electrical and mechanical work.

**PURCHASE ORDER:** After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). The successful bidder(s) once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

**CONTRACT FORMS:** Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal.

**CONTRACT TERMINATION:** The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

**TERMINATION FOR CONVENIENCE:** The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

#### BID DEPOSIT: CERTIFIED/CASHIER'S CHECK OR MONEY ORDER

Each bid proposal must be accompanied by a Certified or Cashier's Check, or Money Order in the amount of \$6500.00 as security for acceptance of the Contract. BID BONDS ARE NOT ACCEPTABLE. A pdf version of this Certified/Cashier's Check or Money Order must be included with your Electronic Bid Submission Response. The original check of the successful bidder must be submitted prior to recommendation for award of bid.

The bid check will be returned to the successful bidder upon submission of the specified, acceptable Performance, Labor and Materials Payment Bonds, and an executed two-year Maintenance Bonds in accordance with specifications.

**BID DEPOSIT AND FORFEITURE:** The bid deposit of the lowest bidder shall be forfeited if, after bid opening, a change in bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

**DOWNPAYMENTS AND PREPAYMENTS:** Any proposal submitted which requires a down payment or prepayment for equipment and material prior to delivery and acceptance, as being in conformance with specifications will not be considered for award.

COMPANY NAME; Dale Cooper LLC DBA Safe Slide Restoration

Bld Proposal Slide Renovation Page 4 of 8

#### REFERENCES:

Please submit a list of FIVE CUSTOMERS who have had similar work performed by your company in the last five (5) years in the State of Michigan. Include the name of the company, the address, phone number, contact person, and email:

COMPANY: ADDRESS: PHONE:	Zehnder's Splash Village  730 S. Main St. Frankenmuth, MI 48734  989-225-5232 CONTACT: Dan Scharff
EMAIL:	dan.scharff@zehnders.com
COMPANY: ADDRESS: PHONE: EMAIL:	David D. Hunting Branch YMCA  475 Lake Michigan Dr. NW Grand Rapids MI 49504  616-214-9014 CONTACT: Dave Beugnot dbeugnot@grymca.org
COMPANY: ADDRESS: PHONE: EMAIL:	Michigan's Adventure  4750 Whitehall Rd. Muskegon MI 49445  231-769-2212 CONTACT: Dan Miller  dan.miller@miadventure.com
COMPANY: ADDRESS: PHONE: EMAIL:	Great Wolf Lodge  3575 N U.S. Highway 31 S Traverse City MI 49684  231-492-5261 CONTACT: Greg Potter
COMPANY: ADDRESS: PHONE: EMAIL;	Red Oaks Water Park  1455 E. 13 Mile Rd, Madison Heights, MI 48071  248-858-0916 CONTACT: Ryan Danescu danescur@oakgov.com

#### IMPORTANT:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, addition, or deduction.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: Dale Cooper LLC DBA Safe Slide Restoration

Bid Proposal Slide Renovation Page 5 of 8

**DELIVERY:** All materials are to be F.O.B. delivered freight paid, to City of Troy Family Aquatic Center, 3179 Livernois, Troy, MI 48083 - Please call **Morgan Thrasher**, **Recreation Supervisor at (248) 524-3587** prior to delivery of any materials to the installation site.

**CONTRACT DOCUMENT:** After the Troy City Council has approved the award; the successful bidder will be required to sign the Contract Form (provided in the Contract Documents Section) prior to commencing with the project. The purchase order issued in conjunction with the Contract Form from the City of Troy will create a bilateral contract between the parties and commit the successful bidder to perform the contract in accordance with specifications.

**DESIGNATED CITY REPRESENTATIVE:** Morgan Thrasher, Recreation Supervisor is the designated City Representative for this project.

**BOND SUBMITTAL:** Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-infact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

#### **SUBCONTRACTORS**:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

COMPANY NAME: Dale Cooper LLC DBA Safe Slide Restoration

Bid Proposal Slide Renovation Page 6 of 8

#### INSURANCE:

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

(•	1)	We can meet the specified insurance requirements.
(	)	We cannot meet the specified insurance requirements.
(	)	We do not carry the specified limits but can obtain the additional insurance coverage of \$, at the cost of \$  NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
(	)	Our proposal is reduced by \$ if we lower the requirement to \$  NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements <u>SHALL</u> be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

<u>OTHER</u>: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

#### **INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000.000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

<u>AUTOMOBILE LIABILITY</u>, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Bid Proposal Slide Renovation Page 7 of 8

**ADDITIONAL INSURED:** 

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds:* The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:** 

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy Purchasing Manager 500 West Big Beaver Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:** 

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:** 

The recommended bidder will be notified to submit a letter from the insurance agent or carrier that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. The City must receive this letter or certificate within 5 business days after verbal/electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

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MODERN AND AND AND APP.	Dale Cooper LLC DBA Safe Slide Restoration
COMPANY NAME:	Date Cooper Life Diffy Bitto Budo Repletation
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Bid Proposal Slide Renovation Page 8 of 8

# SIGNATURE PAGE

PRICES: Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance in accordance with specifications.
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: That are ing.
<b>NOTE:</b> The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.
TAX ID#: 38-3560740
COMPANY NAME: Dale Cooper LLC DBA Safe Slide Restoration
ADDRESS: P.O. Box 102 CITY: Farmington STATE: MO ZIP: 63640
PHONE: (989) 954-6235 FAX NUMBER: ()
D-14- Wing
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Print Air Ling
PAYMENT TERMS: Net 30 WARRANTY: See attached form
BID CHECK NUMBER: COMPLETION DATE: 01.04.2023
E-MAIL: dalton@safeslides.com
<b>EXCEPTIONS:</b> Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal <u>must be</u>
stated below and reason for, and are an integral part of this bid offer.
ACKNOWLEDGEMENT:
I, <u>Dalton King</u> , certify that I have read the <i>Instructions to Bidders</i> (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, <u>www.bidnetdirect.com//city-of-troy-mi</u> and is an official copy of the Authorized Version.
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: The state of his
NOTE: The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.
IMPORTANT: All City of Troy purchases require a <b>SAFETY DATA SHEET</b> , where applicable, in compliance with the MIOSHA "Right to Know" Law. <u>Please include a copy of any relevant MSDS at the time of bid submission.</u>

G:/Bid ITB-COT 22-44 Slide Renovation.doc

U.Ş. CURRENCY: All prices are to be quoted in U. S. Currency.



# **SCHEDULE OF VALUES**

Your company  $\boldsymbol{MUST}$  complete this form.

Supply List	Unit Cost
Ashland Premium Gel coat	\$ 140/gallon
PPG PSX 700	\$ 200/gallon
	\$
	\$
and the second	

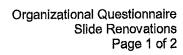
**Note:** Individual equipment prices and labor costs to install those items are requested if the quantity changes during project implementation.

ADDITIONAL MATERIALS:	UNIT PRICE
all materials will have a 10% markup from original invoice	\$ TBD
111000010011100000000000000000000000000	\$
	\$
LABOR:	,,,,
This is charged as a per man per hour cost	\$ \$120/hr
	\$
	\$
EQUIPMENT:	
Any rental equipment is a pass through cost with no additional markup	\$ TBD
	\$

Note: If more space is required, attach additional sheets if needed but use the format established above.

Please include prices for additional services necessary, if additional work results from a change to the Scope of Work.

COMPANY NAME:	Dale Cooper LLC DBA Safe Slide Restoration
COMMENTAL LANGUAGE	





# ORGANIZATIONAL QUESTIONNAIRE

DATE:	01,04.2023 Month/Date/Year
FIRM N	AME: Dale Cooper LLC DBA Safe Slide Restoration
ESTAB	LISHED: September 13th 9 / 2012 STATE: Missouri
TYPE C	DF FIRM: (Circle One) a. Individual b. Partnership c. Corporation d. Joint Venture e. Other LLC
If applic	able: ORMER ORGANIZATIONAL NAME(S) N/A
NOTE:	If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.
1,	How many years of experience do you have in doing Slide Renovation work?  12 YEARS
2.	Our Company has completed 306 Slide Renovation projects in the last year.
3.	How many employees does your firm employ that can do the type of work specified? 50
<b>4.</b>	Describe your firm's background and its business structure. Describe capabilities specific to the scope of work within this RFP. Include copies of each license, issued by the State of Michigan to perform plan review and inspection services.  As a slide restoration company, we have been in operation for 10 years and we have completed over 1000 projects. Our technicians are ACMA, OSHA, and CCT certified.
	We have over 25 years of experience working with fiberglass and gel coat.
5.	If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each. Include a complete list and references of all subcontractors and sub-subcontracts. $N\!/\!A$

Organizational Questionnaire Slide Renovation Page 2 of 2

6. List Tradesmen who would be assigned to this project:

a. Please provide years of experience, areas of expertise, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section who will be assigned to project.

TITLE	NAME	TRADE	EXPERIENCE / YEARS
Project Manager	Steven Stringham	ACMA, OSHA 30, CCT	4 years
Project Manager	Martin Padilla	ACMA, OSHA 30, CCT	7 years
Project Manager	Tommy Francis	ACMA, OSHA 30, CCT	5 years
Project Manager	Clayton Conway	ACMA, OSHA 30, CCT	3 years
		**	

THE FOREGOIN	G QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:	-
Signature of Autho	rized Firm Representative:	-
	ame: <u>Dalton King</u>	
Firm Name:D	(print) ale Cooper LLC DBA Safe Slide Restoration	
Address: P.O.	Box 102 Farmington MO 63640	
Phone Number:	989-954-6235	
Fax Number:	NA	
E-mail:	dalton@safeslides.com	
Date:	01.04.2023	



# CITY OF TROY

# OAKLAND COUNTY, MICHIGAN

# NON-COLLUSION AFFIDAVIT

TO WHOWITI WAY CONCERNA.	
Dalton King	being duly sworn deposed, says that he/she
(Print Full Name)	
is Regional Customer Representative The par	ty making the foregoing proposal or bid,
(State Official Capacity in Firm)	
agree, directly or indirectly, with any bidder or per not in any manner directly or indirectly sought by a any person to fix the bid price or affiant or any of said bid price, or that of any other bidder, or to s	n; that said bidder has not colluded, conspired, connived, or son, to put in a sham bid or to refrain from bidding and has agreement or collusion, or communication or conference, with ther bidder, or to fix any overhead, profit, or cost element of ecure the advantage against the City of Troy or any person atements contained in said proposal or bid are true.
Data Ling	
SIGNATURE OF PERSON SUBMITTING BID	
Mars Joe Louis NOTARY'S SIGNATURE	
Subscribed and sworn to before me this day of	Vanyang
in and for Madison County.	
My commission expires:	EMMA RAE LEWIS  NOTARY PUBLIC - NOTARY SEAL  STATE OF MISSOURI  COUNTY OF MADISON  COUNTY OF MADISON  COUNTY OF MADISON
00/19/2020	COMMISSION #22106803 My Commission Expires: August 15, 2026



#### **CERTIFICATION REGARDING**

# DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- 2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

[v] I am able to certify to the above statements.	
Dale Cooper LLC DBA Safe Slide Restoration	
Name of Agency/Company/Firm (Please Print)	
Dalton King	-
Name and title of authorized representative (Please Print)	
Thou Lied	01.04.2023
Signature of authorized representative	Date

[ ] I am unable to certify to the above statements. Attached is my explanation.

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



#### VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Dale Cooper LLC DBA Safe Slide Restoration
Street Address	1008 Red Bud Lane
City	Farmington
State, Zip	Missouri 63640
Corporate I.D. Number/State	07-943-8726
Taxpayer I.D. #	21660654

The undersigned, with: 1,)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129,311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129,311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Dalton King

Witness Signature:

Joshua Lones

Printed Name of Witness:



# **Legal Status of Bidder:**

whom <u>Dale Co</u>	rganized and doing oper fixed to this propos	, be	aring the office	e title of Owner	ľ
	Sh (oger	<del>n in modern die e</del>	was a supplied that the suppli		- Angelong and Spirit S
o <b>artnership</b> , all me	mbers of which, wi	ith addresse	s, is:		
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# **Proposer's Sworn and Notarized Familial Disclosure**

(to be provided by the Proposer)

The undersigned, the owner or authorized officer of	Dale Cooper LLC DBA Safe Slide Restoration (the "Proposer"), pursuant
to the familial disclosure requirement provided in the except as provided below, that no familial relationship City of Troy	Request for Proposal, hereby represent and warrant
Troy management.	nd any member of the City of Troy City Council or City of
List any Familial Relationships:	
	BIDDER: Dollar Was
MISSOUPL	By: Dalton King  Its: Regional customer Representative
STATE OF MICHIGAN )ss.	
COUNTY OF STAANCOLS	the light one by
This instrument was acknowledged before me on the	ZO23
Total allog Maguinan	
SARA LOUISE WASHMAN NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COUNTY OF ST. FRANCOIS COMMISSION #22803843 My Commission Expires: March 22, 2026	



# City of Troy Oakland County, Michigan Contract Form

ARTICLES OF AGREEMENT, made and entered into this January I. C. D. A. S. C.	nary day of 4th
Dale Cooper LLC DBA Safe 2023 by and between Slide Restoration of F	armington, Missouri
(Name)	(City and State)
herein after called the Contractor and the City of Troy, Troy, Mic	higan hereinafter called the Owner,
WITNESSETH, that the Contractor and the Owner for the consideration follows:	derations hereinafter named, agree as
<ol> <li>That all Contract Documents, as defined in "Ge attached or herein referred to shall be and are hereby in the shall be an are hereby in the shall be a shall be an are hereby in the shall be a shall be an are hereby in the shall be a shall be a</li></ol>	neral Conditions" in the Specifications, hereto made a part of the agreement and contract.
<ol> <li>The Contractor shall furnish all labor, materials, the work as set forth in his Proposal in strict accordance documents which have been made a part of this contra- set forth.</li> </ol>	e with the drawings, specifications, and other
<ol> <li>In consideration whereof, the Owner agrees to in the attached Proposal, being the product of the unit number of units actually constructed, all in the time and Documents.</li> </ol>	prices therein set forth, multiplied by the
<ol> <li>IN WITNESS whereof said parties have hereun year first above written.</li> </ol>	to set their hands and seals, the day and
WITNESS:	
1.	
(Contractor)	
2. (Title)	
ADDOVED, DV.	
APPROVED: BY: (Mayor)	
	om (or TDO)/
Oll. Marriago Baginga	CITY OF TROY (Owner)
City Manager or Designee	(Owner)
RESOLUTION NUMER:	Approximate "
APPROVED AS TO FORM AND LEGALITY:	
BA:	
	ATTEST:
City Attorney	(City Clerk)



## City of Troy Oakland County, Michigan Contractor's Affidayit

#### TO WHOM IT MAY CONCERN:

		of the			
inatho di dio lo	(Title)	Of the	(Construction C	ompany)	<del></del>
The contractor for	DPW Axie Scale Repl y, Oakland County, Mic	lacement - This wo	ork is located with	nin the City of Troy	and is owner
That the total amo	ount of the Contract, inc prior to this	luding extras, is \$ payment;	O	n which he has re	ceived
That all waivers a either legal or equ	re true, correct, and gel litable, to defeat the val	nuine, and delivere idity of said waiver	d unconditionally s:	and that there is	no claim,
all parties having construction there	are names of all partie contracts or subcontract of, and the amount due Is required to complete	ts for specific porti or to become due	ons of said work to each, and tha	or for material ent t the items mentio	ering into the
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
	The second secon				i .
TOTAL LABOR 8	MATERIALS TO				
COMPLETE: That there are no any person for masaid work other the	other contracts for said aterials, labor, or other value above stated.	work of any kind do	one or to be done	upon, or in conne	ecome due to
That there are no any person for masaid work other the SIGNATURE 01.03.30 a 3	other contracts for said aterials, labor, or other value above stated.	work outstanding, work of any kind do Da Ha PRINT NA	one or to be done	upon, or in conne	ocome due to
That there are no any person for ma said work other the SIGNATURE 01.69.3023 DATE NOTARY'S SIGN	other contracts for said aterials, labor, or other value above stated.	vork of any kind do	one or to be done  ME & TITLE	upon, or in conne	ecome due to

EMMA RAE LEWIS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF MADISON
COMMISSION #22106803
My Commission Expires: August 15, 2026



# City of Troy Oakland County, Michigan Contractor's Declaration

delay for any re shall ask, dema and in the Char	to
There Is / is not	an itemized statement attached.
Date:	
Contractor:	And the substitute of the subs
Ву:	
Title:	



# City of Troy OAKLAND COUNTY, MICHIGAN Final Waiver of Lien

FILE NUMBER:	LOAN NUMBER:	
TO WHOM IT MAY CONCERN:		
Whereas, the undersigned has been e	mployed by:(Construction Company)	
To furnish	for the premises known as	
and release any and all lien or claim of mechanic's liens on the above descrit considerations due or to become due apparatus heretofore furnished or white above described premises.	ation of, the sum of \$a as, the receipt whereof is hereby acknowledged, do(es) hereby wai r right of lien under the statutes of the State of Michigan relating to sed premises and improvements thereon, and on the moneys or ot from the owner, on account of labor or services, material, fixtures of the may be furnished at any time hereafter by the undersigned for the	her or
Given under	_hand and seal this day of, 20	
Seal		

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used. Partner should sign and designate himself as partner.



Dale Cooper LLC DBA Safe Slide Restoration P.O. Box 186, Fredericktown, MO 63645 989.954.6235 or 855.639.7543 www.safeslides.com

Thank you for giving us this opportunity to provide you a proposal for your project. When considering which company will be restoring your facility, please take into consideration the **processes**, **products** and **people** involved. We believe these 3 key differentiators set Safe Slide Restoration apart within our industry. Safe Slides Restoration's **processes** are documented, our **products** are superior, and our **people** are NACOM certified. Safe Slide Restoration is a service company, we do not sell products. As such our opinion is unbiased regarding the products available, and we believe in using the best materials we can find to complete your project.

We believe these 3 key differentiators are what set us apart within our industry.

- 1. **Process (Proven)** All our procedures are documented which allows Safe Slide to stay efficient and consistent. We have the highest safety standards, starting with using the proper PPE.
- 2. **Products (Superior)** We use industry proven products and choose them based on performance, not price. We use 3M marine grade vinyl ester filler with a high-grade vinyl ester resin. Our paint is a 2-part Poly-Siloxane, we use a poly-ether caulk (3M 4000) which is all superior to the industry standards.
- 3. **People (Better Training)** Our project managers are certified composite technicians by ACMA. Every technician is OSHA 10 certified. We have implemented a NACOM training program which leverages training in NACE, ACMA, CCT, OSHA, MVP Applicator, Fall Protection, Confined Space Training, and much more to make sure we have the most certified technicians.

If you have any questions for our team as you are working through the bid process, please feel free to give me a call.

Sincerely,
Tony Perry
Vice President of Customer Relations
tony@safeslides.com

Note: This information is highly sensitive. It is to help educate our customers, and is not to be shared.

#### **Company Qualifications:**

Safe Slide Restoration is the only company certified in fiberglass composites by the American Composite Manufactures Association (ACMA). Safe Slide Restoration's dedication to using high quality products with a high standard of workmanship allows us to offer some of the industry's longest warranties. We have over 15 – years of experience working with fiberglass and gel coat.

- ≥ 2 year warranty on gel coat
- $\rightarrow$  5 year warranty on structural repairs not to delaminate
- $\rightarrow$  5 year warranty on paint for adhesion
- Certified in epoxy resin lamination by Gougeon Brothers of Michigan

#### Gougeon Brothers of Michigan

P.O. Box 908 Bay City, MI 48707 – 0908 P: 866.937.8797 / P: 989.684.7286

> Certified in gel coat matching, gel coat application, and non-slip application by Mini Craft of Florida

#### Mini Craft of Florida

900 Industrial Dr. Wildwood, Florida 34785 P: 352.748.5267

> 5 senior members of our company have completed their CCT by ACMA

## **American Composite Manufactures Association**

3033 Wilson Boulevard, Suite 420 Arlington, Virginia 22201 P: 703.525.0511

- We are OSHA 10 certified.
- > Safe Slide is dedicated to safety. We offer CPR and First Aid training to all our technicians.

01/15/2015

# WORK SHOP COMPLETION CONFIRMATION

Safe Slide Restoration, has successfully completed the following Hands on Workshops. Certification that is Accredit with Sumter County College. Safe Slide Restoration now stands along with some other well know Companies and Government Branches, like the Navy, Coast Guard, and even some 3M representatives in the Marine Industrial Finishing Departments. Application with only the highest quality products in the Industry.

Work shop II Gel Coat color matching, mixing, spraying, and application for restoration, and refinishing 2013–2015. Certificate. Location Mini-Craft of Florida Inc.

Work shop III Fiberglass mold making. 2014–2015. Location Mini–Craft of Florida Inc.

Work Shop VII Non-Skid and Flex Mold application 2014. Location Disney Typhoon Lagoon. Certificate.

Instructor of all Work Shops: Paul LaCharite

# Safe Side Restoring confidence in your slide."®

Dale Cooper LLC DBA Safe Slide Restoration P.O. Box 102, Farmington, MO 63640 855.639.7543 www.safeslides.com

January 4, 2023

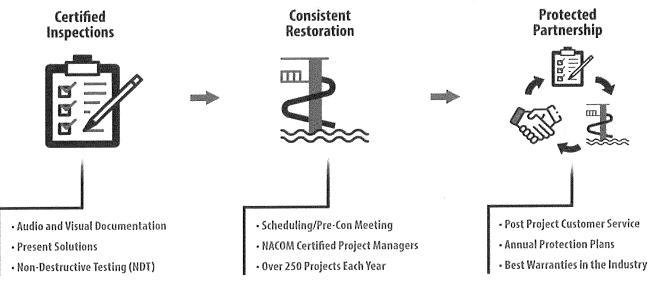
**Troy Family Aquatic Center** / Attn: Andrew Chambliss 3425 Civic Center Dr, Troy, MI 48084 248-619-7609 / Andrew.Chambliss@troymi.gov

#### Hello Andrew,

The following is a proposal for the restoration of your water slides. This proposal is based on the information that was sent to Safe Slide Restoration. Our company is certified in fiberglass composites by the American Composite Manufacturer's Association (ACMA). We have over **20-years** of experience working with fiberglass and gel coat.

# We Have The Industry's Best Warranties

- > There is a 5 year warranty on paint for adhesion Fiberglass
- There is a 5 year warranty on structural fiberglass repair not to delaminate.
- There is a 5 year warranty on gel coat. With yearly maintenance plan



# Guarantees

- All Project Managers are ACMA Certified
- Gel Coat Thickness Meets OEM Standards
- Meeting Deadlines
- Responsive

#### **Slide Description:**

# Open Flume Tube Slide – White

#### Work Description: Interior

#### **Gel Coat - Interior:**

- > Repair all minor fiberglass repairs in ride path\* (minor repair does not require laminating)
- > All repairs will be done with vinyl-ester resin
- > Prepare interior ride path for Gel Coat
- > Add textured surface to start tub if needed
- Refinish interior ride path of slide with Gel Coat
- ➤ Gel Coat will be applied to a thickness of 20 24 mils.
- > Premium Gel Coat will be used
- > Recaulk all seams (recaulking is not a guarantee to stop leaking seams) \*\*
- > Seams will be sealed with premium caulk
- > Base white gelcoat will be used unless otherwise specified

#### Work Description: Exterior

#### Paint - Exterior:

Wash exterior of slide with internally formulated cleaner

Paint RAL color:

- > Prime-coat bare areas as needed
- > Paint exterior with Poly Siloxane Paint

Interior Project Amount:	\$33,145.00
Exterior Project Amount:	. \$13,780.00

INIT:

#### Slide Description:

#### Open Flume Tube Slide – White

#### Work Description: Interior

#### **Gel Coat - Interior:**

- Repair all minor fiberglass repairs in ride path\* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- > Prepare interior ride path for Gel Coat
- > Add textured surface to start tub if needed
- Refinish interior ride path of slide with Gel Coat
- ➤ Gel Coat will be applied to a thickness of 20 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) \*\*
- > Seams will be sealed with premium caulk
- > Base white gelcoat will be used unless otherwise specified

#### Work Description: Exterior

#### Paint - Exterior:

Wash exterior of slide with internally formulated cleaner

Paint RAL color:

- Prime-coat bare areas as needed
- Paint exterior with Poly Siloxane Paint
- Interior Project Amount:
   \$19,247.00

   Exterior Project Amount:
   \$9,017.00

INIT:

#### **Slide Description:**

Kiddie Slide

# **Work Description:** Interior

#### **Gel Coat - Interior:**

- Repair all minor fiberglass repairs in ride path\* (minor repair does not require laminating)
- > All repairs will be done with vinyl-ester resin
- > Prepare interior ride path for Gel Coat
- > Add textured surface to start tub if needed
- Refinish interior ride path of slide with Gel Coat
- ➤ Gel Coat will be applied to a thickness of 20 24 mils.
- Premium Gel Coat will be used
- > Recaulk all seams (recaulking is not a guarantee to stop leaking seams) \*\*
- > Seams will be sealed with premium caulk
- > Base white gelcoat will be used unless otherwise specified

Note: This Proposal/Contract expires in 30 days from the date on the first page of this document.

We at Safe Slide Restoration are committed to quality and customer satisfaction. We are an international company that provides services to the largest water parks and cruise lines in the world. We look forward to putting our expertise to work for you. Please feel free to call my cell at 989-954-6235 or our office at 855-639-7543 if you have any questions or comments.

Thank you for your consideration, we appreciate your time!

Sincerely,
Joshua Lones
Senior Director of Customer Service
joshua@safeslides.com



#### **Terms & Conditions**

\*Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.

\*\* Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If seams are too tight, the caulk will not adhere properly).

#### **Customer Expectations**

Safe Slide Restoration reserves the right to have adequate access to the project area in order to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but is not limited to: working 12 hours per day and seven days per week. The facility is responsible for providing access to an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. In the event that the project involves any chip repairs or gel coat application, Safe Slide's technicians are capable of in-field color matching the existing Gel Coat. (This is not to be confused with the manufacturer's exact color matching). Our customers have the right to request a draw down, but requests must be made 28 days before the Safe Slide crew arrives onsite. Recaulking seams does not apply if the seam has been previously permanently fiberglassed. We strive towards the very best finish that can be achieved; however, some pinholes may be present. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

#### **Customer Responsibilities**

Safe Slide will provide draw down color options if requested 28 days prior to project start date. In the event that leaking seams are being addressed by Safe Slide Restoration, the customer is responsible for identifying and labeling seams on the interior and exterior of the slide (we recommend using a permanent marker in the ride path to label seams). The customer is responsible for identifying areas where lift is unable to operate. If a lift is required, Safe Slide is not responsible for any broken concrete, landscaping, etc. Safe Slide may require the removal of fencing to allow lift access to the water slide area if there isn't access through a gate opening. The customer is responsible for providing waste removal. The customer is required to provide access to restrooms to the Safe Slide crew for the duration of the project. A walk through of finished work and subsequent sign-off is required before Safe Slide's crew leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off. We recommend 20 test rides on your slide(s), with different body sizes and builds, if possible, before the season begins. We highly recommend daily dry inspections and a single test ride before daily operation.

#### **Possible Additional Charges**

If there are any previous interior or exterior coatings not specified in the above work scope, there will be an additional charge for interior or exterior failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Slides may require a second coat of paint to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. The cost of a lift and/or scaffolding is not included in the above pricing. If a lift and/or scaffolding is required, it will be the responsibility of the park to provide. Due to the effects of rising materials and transportation costs, all prices are subject to change in accordance with these increases. We will continue our commitment to use quality products with your project, as always. Our team is working diligently to secure fair pricing in an everevolving market to curb any potential price increases. Thank you in advance for your continued partnership.

#### **Warranty Information**

#### 5 - year paint Workmanship warranty:

Our 5 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty may become void if peeling occurs due to poor adhesion from the previous original or recoated substrate occurs.

## <u>5 – year structural repair workmanship warranty:</u>

Our 5-year workmanship warranty covers delamination of fiberglass from original substrate. This warranty **does not** cover claims from extreme acts of nature, vandalism, or repair that overlaps a repair completed by a previous contractor.

#### 5 – year gel coat workmanship warranty:

Our 5 - year workmanship warranty is only valid if the facility chooses to participate in a yearly maintenance program with Safe Slide Restoration. If not, a standard 2 – year workmanship warranty will apply. Gel coat warranty covers delamination of applied gel coat only. This warranty **does not** cover damage from osmotic blistering, damage or deterioration of cosmetic surface finishes, including corrosion, cracking, chipping, crazing, discoloration, fading, oxidation of gel coat, or wet coring/substrates. This warranty does not cover substrates previously coated after the manufacturer's original coating, unless post-manufacturer coating is completely removed by Safe Slide prior to the application of the new coating. This warranty also does not cover any repairs that have been completed by a previous contractor.

Safe Slide Restoration does not offer any warranty for caulking of seams.

#### **Confidentiality Agreement**

The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.



## CITY COUNCIL AGENDA ITEM

Date:

January 17, 2023

To:

Mark F. Miller, City Manager

From:

Robert J. Bruner, Assistant City Manager Rob Maleszyk, Chief Financial Officer

Dee Ann Irby, Controller

Kurt Bovensiep, Public Works Director

Dennis Trantham, Facilities and Grounds Operations Manager

Brian Goul, Recreation Director Emily Frontera, Purchasing Manager

Subject:

Standard Purchasing Resolution 2 - Sole Bidder Meeting Specifications - Water Slide

Renovation at the Troy Family Aquatic Center

#### **History**

• The Aquatic Center was constructed in 1992 and is approaching 31 years old.

• The water slides interior and exterior of the flumes were last resurfaced in 2013 and require reconditioning to ensure the safety of the facility users.

 Water slide flumes resurfacing will be completed in conjunction with the painting of the slide supports.

• The water slide flumes require routine maintenance to be in compliance with the State of Michigan. During the 2022 season the excessive issues with the fiberglass coating was noted by the inspector as needing to be remedied prior to the opening of the 2023 season.

#### **Purchasing**

On January 5, 2023, bids were received as required by City Charter and Code to furnish all equipment, material, and labor to renovate and resurface the interior and exterior of the water slide flumes at the Troy Family Aquatic Center. The bid was posted on the MITN Purchasing Group website; <a href="https://www.bidnetdirect.com//city-of-troy-mi">www.bidnetdirect.com//city-of-troy-mi</a>. Two hundred twenty-four (224) vendors were notified via the MITN website. One (1) bid response was received. Below is a detail summary of potential vendors:

Companies notified via MITN	
Troy Companies notified via MITN	9
Troy Companies - Active email Notification	8
Troy Companies - Active Free	1
Companies that viewed the bid	17
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

Dale Cooper LLC dba Safe Slide Restoration of Farmington, MO was the sole bidder meeting specifications and is being recommended for the Water Slide Renovation project. Safe Slide Restoration has been in operation for 10 years with certified technicians with over 25 years of experience in fiberglass and gel coat.



# **CITY COUNCIL AGENDA ITEM**

# <u>Financial</u>

Funds for this project are budgeted and available in the Troy Family Aquatic Center General Equipment Capital Fund under Project Number 2023C0089. Expenditures will be charged to Account Number 587.789.7978.010.

#### Recommendation

City Management recommends awarding a contract to furnish all equipment, material, and labor to renovate and resurface the interior and exterior waterslide flumes at the Troy Family Aquatic Center to the sole bidder meeting specifications, *Dale Cooper LLC dba Safe Slide Restoration of Farmington, MO* at prices contained in the bid tabulation opened January 5, 2023 for an estimated total cost of \$86,365.00 with a 10% contingency for a not to exceed total amount of \$95,001.50.

Opening Date: 01/05/2023 Date Reviewed: 01/05/2023

#### CITY OF TROY BID TABULATION SLIDE RENOVATION

ITB-COT 22-44 Page 1 of 1

	VENDOR NAME:	Dale Cooper LLC DBA Safe Slide Restoration
	CITY:	Farmington, MO
	CHECK AMOUNT:	\$6,500.00
DDODOSAL - Weterelide Devention - 44 - Toronto - 11 - 1	CHECK #:	817311
PROPOSAL: Waterslide Renovation at the Troy Family Aq	uatic Center	
<b>SLIDE #1:</b> Furnish all labor, materials, and equipment to have the fiberglass repaired, caulked, cleaned, descaled, and apply the three system or approved alternative that includes primer, Colorshield, an interior and exterior of the waterslide.	coat SlideRenu	\$46,925.00
<b>SLIDE #2:</b> Furnish all labor, materials, and equipment to have the <b>B</b> repaired, caulked, cleaned, descaled, and apply the three coat Slide approved alternative that includes primer, Colorshield, and Chlorash and exterior of the waterslide.	Renu system or	\$28,264.00
<b>SLIDE #3:</b> Furnish all labor, materials, and equipment to have the <b>K</b> repaired, caulked, cleaned, descaled, and apply the three coat Slide approved alternative that includes primer, Colorshield, and Chlorash only of the waterslide.	Renu system or	\$11,176.00
GRAND TOTAL SLIDES	1, 2 AND 3:	\$86,365.00
SCHEDULE OF VALUES PROVIDED:	Y or N	Y
CONTACT INFORMATION:	Hours of Operation:	8 AM - 7 PM
	24 Hr. Phone Number:	989-954-6235
SITE INSPECTION:	Y or N	N
CAN MEET COMPLETION DATE:	Y or N	Y
REFERENCES:	Y or N	Y
CAN MEET INSURANCE:	Y or N	Υ
PAYMENT TERMS:	Y or N	Net 30
WARRANTY:	Y or N	* 5 yr on paint for adhesion – Fiberglass * 5 yr on structural fiberglass repair not to delaminate * 5 yr on gel coat with yearly maintenance plan (otherwise 2 yr warranty)
EXCEPTIONS:		None
ACKNOWLEDGEMENT:	Y or N	Y
ORGANIZATIONAL QUESTIONNAIRE PROVIDED:	Y or N	Y
FORMS:	Y or N	Υ
1 Ortino.	1 01 14	

Attest:	
(*Bid Opening conducted via a Zoom Meeting	7)
Brian Goul	
Morgan Thrasher	
Andrew Chambliss	
Beth Zaccardelli	

Emily Frontera Purchasing Manager



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2023

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		CONTACT Amber Strong		
Golden Rule Insurance Associates 2519 E Jackson Blvd		PHONE (A/C, No, Ext): (573)866-2699	FAX (A/C, No): (57:	3)298-6009
		E-MAIL ADDRESS: amberstrong@goldenruleia.com		
Jackson, MO 63755	INSURER(S) AFFORDING	INSURER(S) AFFORDING COVERAGE		
		INSURER A: American Interstate In	surance Company	24759
Dale Cooper LLC/ Safe Slide Dale Cooper	INSURER B: Allstate Ins Co		19232	
	INSURER C: MJ Kelly		524210	
PO Box 102		INSURER D: AMCO Insurance C	Company	23779
Farmington, MO 63640-0102		INSURER E :		
r armington, INO 03040-01	02	INSURER F:		

CERTIFICATE NUMBER: 00001420-4335300 **REVISION NUMBER: 17 COVERAGES** 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 SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY	11.50	0100072252-2	08/29/2022	08/29/2023	EACH OCCURRENCE	\$	1,000,000
-		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
.	X	Blanket Addional In					MED EXP (Any one person)	\$	Excluded
	X	Blanket Waiver of S					PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
		POLICY PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						\$	
В	AU1	OMOBILE LIABILITY		648870580	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
-		ANY AUTO					BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
		ACTOC CITETY ACTOC CITETY						\$	
C		UMBRELLA LIAB X OCCUR		0100147460-0	08/29/2022	08/29/2023	EACH OCCURRENCE	\$	2,000,000
-	X	EXCESS LIAB CLAIMS-MADE			·		AGGREGATE	\$	2,000,000
		DED RETENTION \$						\$	
A		KERS COMPENSATION EMPLOYERS' LIABILITY		AVWCTX2931632021	09/28/2022	09/28/2023	X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	datory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D		nted/Leased Eqiup		ACP CIM 7255295326	11/01/2022	11/01/2023	\$500 Deductible		216,000

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

Additional Insured- See Endorsement

Primary & Non-Contributory- See Endorsement

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty

(30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal,

(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER		CANCELLATION

City of Troy, Michigan City of Troy Purchasing Department 500 West Big Beaver Troy, MI 48084

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

ACENOV	CUSTOMER ID	00004420
AGENCY	CUSTOMERID	00001420

LOC#:



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of

AGENCY Golden Rule Insurance Associates		NAMED INSURED Dale Cooper LLC/ Safe Slide Dale Cooper	
POLICY NUMBER N/A		Date Goopei	
CARRIER	NAIC CODE		
Multiple Carriers		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
Reduction, and/or Material Change shall be mailed to:

City of Troy

**Purchasing Manager** 

500 West Big Beaver, Troy, MI 48084

Project Name: Slide Renovation Project Number: 2023C0089

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Effective: 01-09-2023	Countersigned By:
Named Insured: DALE COOPER LLC	(Authorized Representative)

#### SCHEDULE

Name of Person(s) or Organization(s):
CITY OF TROY
500 W BIG BEAVER RD
TROY, MI USA 480845254
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.
as applicable to the chuoi schicht.

**SECTION IV – BUSINESS AUTO CONDITIONS**,B.**General Conditions**, **5. Other Insurance is modified by this endorsement**, only as it applies to any coverage provided to the person or organization designated in the schedule of this endorsement and only to the extent that such person or organization qualifies as an "insured" under this policy.

If the named insured has entered into an agreement with the person or organization designated in the Schedule of this endorsement, which requires that the insurance available to them under this policy be applied on a primary and non-contributory basis, the following provision applies:

Any coverage provided under this policy to the person or organization designated in the Schedule of this endorsement is primary, and we will not seek contribution from any other Automobile Liability insurance otherwise available to the designated person or organization.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Attached To and Forming Part of Policy 0100072252-4	Effective Date of Endorsement 08/29/2022 12:01AM at the Named Insured address shown on the Declarations	Named Insured Dale Cooper LLC
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

# **CERTIFICATE OF INSURANCE**

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: CITY OF TROY 500 W BIG BEAVER RD TROY, MI USA 480845254	Named Insured: DALE COOPER LLC PO BOX 102 FARMINGTON MO 63640-0102

Automobile Liability							
Insure	er Name	e: Allstate Insurance Company	/				
Policy	/ Numb	er: 648870580					
	1 An	y Auto	2	- Owned Autos Only		3 - Owned Priv. Pass. Autos Only	
		ned Autos Other Than Priv. Autos Only	1	5 – Owned Autos Subject to No Fault		6 - Owned Autos Subject to a Compulsory UM Law	
Х	<b>7</b> Sp	ecifically Described Autos	X 8	– Hired Autos Only		9 - No	nowned Autos Only
Policy	/Effect	ive Date: 11-01-2022		Policy Expiration Da	te: 11	01-2	2023
Limit	s of	\$1,000,000		Combined Single Limit (e	each ac	cident)	
Insura	ince:	BI Pe	er Person BI Pe		Per Ac	cident PD Per Accident	
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions							
Interested Party Type: Additional Insured - Municipality							
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.							
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.							

Producer:	
GOLDEN RULE ASSOCIATES LLC	
Authorized Representative:	<b>Date:</b> 01-09-23

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DALE COOPER LLC

**Endorsement Effective Date:** 01-09-2023

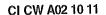
#### **SCHEDULE**

#### Name Of Person(s) Or Organization(s):

CITY OF TROY 500 W BIG BEAVER RD TROY, MI USA 480845254

Information required to complete this Schedule, if not shown above, will be shown in the Declarations,

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.





# CERTIFICATE OF INSURANCE

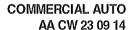
This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

CITY 500	CATE MOIDER:	Named Insured: DALE COOPER LLC PO BOX 102 FARMINGTON MO 63640-0102

				Automobile Liability				
Insure	r Name	: Allstate Insurance Company						
Policy	Numb	er: 648870580				a Owned Driv Page Autos Only		
-	1 Any	Auto		2 - Owned Autos Only		3 - Owned Priv. Pass. Autos Only		
		ned Autos Other Than Priv. autos Only	1	5 - Owned Autos Subject to No Fault		6 - Owned Autos Subject to a Compulsory	OW Law	
		ecifically Described Autos	х 8-	- Hired Autos Only		9 - Nonowned Autos Only		
		ve Date: 11-01-2022	1	Policy Expiration Da	te: 1:	11-01-2023		
Limits		\$1,000,000		Combined Single Limit (e	each a	accident)		
Insura			r Person	BI Per Accident PD Per Accide			ident	
				ns/Locations/Vehicles/En	dorse	ements/Special Provisions		
	Description of Operations/Locations/Vehicles/Endorsements/Special Provisions							
		. # 2.7212 7. T	naurod	- Municipality				
Interested Party Type: Additional Insured - Municipality  THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.  THE POLICY/IES MUST								
IF TH EITH INSL	IIS CE ER BE JRED S	RTIFICATE INDICATES THA ENDORSED OR CONTAIN STATUS. THE CERTIFICATE	AT THE C I SPECIFI E HOLDE	ERTIFICATE HOLDER	S AN A	NADDITIONAL INSURED, THE POLICY(IE THE CERTIFICATE HOLDER WITH ADDIT RED ONLY TO THE EXTENT INDICATED IN		
POLI	CY LAI	NGUAGE OR ENDORSEMEN	T	The state of the s				

Producer:	
GOLDEN RULE ASSOCIATES LLC	
Authorized Representative:	Date: 01-09-23







#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Effective: 01-09-2023	Countersigned By:
Named Insured:	
DALE COOPER LLC	(Authorized Representative)

SCHEDULE					
Name of Person(s) or Organization(s):					
CITY OF TROY					
500 W BIG BEAVER RD					
TROY, MI USA 480845254					
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.					

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is modified by this endorsement, only as it applies to any coverage provided to the person or organization designated in the schedule of this endorsement and only to the extent that such person or organization qualifies as an "insured" under this policy.

If the named insured has entered into an agreement with the person or organization designated in the Schedule of this endorsement, which requires that the insurance available to them under this policy be applied on a primary and non-contributory basis, the following provision applies:

Any coverage provided under this policy to the person or organization designated in the Schedule of this endorsement is primary, and we will not seek contribution from any other Automobile Liability insurance otherwise available to the designated person or organization.



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POLICY NUMBER: 648870580

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DALE COOPER LLC

**Endorsement Effective Date:** 01-09-2023

#### **SCHEDULE**

#### Name Of Person(s) Or Organization(s):

CITY OF TROY 500 W BIG BEAVER RD TROY, MI USA 480845254

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.



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# **CERTIFICATE OF INSURANCE**

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: CITY OF TROY 500 W BIG BEAVER RD TROY, MI USA 480845254	Named Insured: DALE COOPER LLC PO BOX 102 FARMINGTON MO 63640-0102

	Automobile Liability							
Insur	Insurer Name: Allstate Insurance Company							
Polic	y Numb	er: 648870580						
	1 An	y Auto		2 - Owned Autos Only 3 - Owned Priv. Pass. A		ss. Autos Only		
		ned Autos Other Than Priv. Autos Only		5 – Owned Autos Subject to No Fault	х	6 – Owned Autos Su	ubject to a Compulsory UM Law	
Х	<b>7</b> Sp	ecifically Described Autos	х	3 – Hired Autos Only		9 - Nonowned Auto	s Only	
Policy	y Effect	ive Date: 11-01-2022		Policy Expiration Da	te: 13	1-01-2023		
Limit	s of	\$1,000,000		Combined Single Limit (e	ach ac	ccident)		
Insur	ance:	Bl Pe	r Persor	ВІ	BI Per Accident P			
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions								
Intere	sted Pa	arty Type: Additional I	nsure	d - Municipality				
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.								
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.								

Producer:	
GOLDEN RULE ASSOCIATES LLC	
Authorized Representative:	Date: 01-09-23



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POLICY NUMBER: 648870580

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DALE COOPER LLC

Endorsement Effective Date: 01-09-2023

#### **SCHEDULE**

#### Name Of Person(s) Or Organization(s):

CITY OF TROY 500 W BIG BEAVER RD TROY, MI USA 480845254

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.



BUH14-3