



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM



Date: May 13, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager  
Chris Wilson, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Kyle Vieth, Controller  
Kurt Bovensiepe, Public Works Director  
Dennis Trantham, Deputy Public Works Director  
Brian Goul, Recreation Director  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Sourcewell Cooperative Contract – Thermoplastic Coating for Pool Floors and Walls at the Troy Community Center (Introduced by Brian Goul, Recreation Director)

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### History

- The Community Center pool walls and floors were last resurfaced with marcite in 2020.
- When marcite is used, the pool walls and floors need to be resurfaced every 5-6 years to ensure it is safe for patron use.
- Thermoplastic coating is a newer type of process that will last ten years or more and is also warranted for failure for ten years.
- It requires less use of chemicals and makes it easier to maintain the chemical balance of the pool.
- It does not require the pool closure to be extensive whereas marcite has a two-week cure time.
- City staff has done due diligence and contacted numerous facilities where this work has been completed with very positive feedback.

### Purchasing

- Pricing for the Community Center pool wall and floor thermoplastic resurfacing has been secured from *Rain Drop, LLC. of Ashland, OH* as detailed in the attached proposal #1943511 through the Sourcewell Cooperative Contract #010521-RDP.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).

### Financial

Funds are budgeted for this project in the Community Center Buildings and Improvements Annex Renovation Capital Fund for the 2026 fiscal year. Expenditures will be charged to Account Number 401.756.755.975.125 and will not take place until the beginning of the 2026 fiscal year. A project number will be assigned at a later date when they become available at the beginning of next fiscal year.



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### **Recommendation**

City Management recommends awarding a contract to furnish all equipment, material, and labor to apply thermoplastic coating on the pool walls and floors at the Troy Community Center to *Rain Drop Products, LLC of Ashland, OH*, at prices contained in the attached proposal, as per Sourcewell Cooperative Contract #010521-RDP, for an estimated total cost of \$232,333.75, not to exceed budgetary limitations.



# vs. Traditional Swimming Pool Finishes

BENEFITS	aquaBRIGHT SMOOTH • DURABLE • ENDURING	polyFIBRO <sup>®</sup> high performance coatings for fiberglass pools	Marcite (Plaster) in white or dyed colors AND Quartz (exposed aggregate)	Pebble and Glass Bead	Paint	Fiberglass Pools	Vinyl Liner
Warranty	10 Years		Varies 0 - 5 Years	5 Years	No coverage for fading, chalking, staining	No coverage for "normal" cracks, fading, blistering	No coverage for fading, chalking, staining
pH Neutral Surface	Yes		Constant pH balancing	Constantly balancing pH	Yes	Yes	Yes
Use Less Chemicals	Up to 40% less than plaster		No	No	Somewhat	Yes	Yes
Easy Chemistry	Easy balance maintenance		Difficult to hold balance	Better than plaster	Perfect alkalinity required	Yes	Yes
Chemical Resistant	Extremely		No	No	Somewhat	Yes	No - can cause bleaching
Stain Resistant	Extremely		No	Somewhat	No	Somewhat	No
Color Uniformity	No color mottling		Very susceptible to mottling	Can show color variations	Variations over time	Yes	Bleaches/fades over time
Chip/Flake/Peel/Chalk/Blister Resistant	Extremely Resistant		Yes	No	No	Cobalt blister issues and chalking over time	Can chalk from UV
Fade Resistant	Yes		No	Yes	No	Somewhat	No
Soft and Easy on the Feet	Yes		Yes - but changes over time	No	Yes - slippery	Yes - slippery	Yes
Slip Resistant	Yes		Yes	Yes	No	No	No
Outstanding Adhesion	Yes		May delaminate over time	Lower risk of delamination	May delaminate over time	Yes	N/A
Start-Up Required	No. "Balance and Swim"		Yes - critical to outcome	Yes - critical to outcome	3 - 5 day cure time without rain	No	No
Repairable	Easily blend repaired area		Patching difficult to match	Patching difficult to match	Repaint every 2 - 4 years	Difficult to match colors	No - replacement required
Water Slide Friendly	Yes - can be applied smooth		No	No	Until chalking/wear begins	Yes	No
Use Above Waterline	Yes		No	No	Will fade differently above/below waterline	Yes	Will fade differently above/below waterline
Custom Colors	Yes - match swatch or code		Color dyes or Quartz media	Can vary media colors/dyes	No	No	No
Eco-Friendly Finish	Yes		No	No	No	Yes	Yes

\* Limited manufacturer's warranty. Installation and Defects caused by improper installation is solely the responsibility of the Installer and is not included in the ecoFINISH Limited Manufacturer warranty.

# PROPOSAL



Reference: 1943511  
Project Name: TROY COMMUNITY CENTER  
Salesperson: Rain Drop Products, LLC

Date: 1/24/2025

To: MORGAN THRASHER  
Purchaser: TROY COMMUNITY CENTER-MI  
Billing Address: 3179 LIVERNOIS RD.  
Troy, MI 48083

First Shipment Address:  
TROY COMMUNITY CENTER-MI  
3179 LIVERNOIS RD.  
Troy, MI 48083

Quantity	Item # <i>Click on item # to view cut sheet</i>	Item Description	GPM (Ea) <i>(If Applicable)</i>	Unit Price	Extended Amt
1.00	/RESTORATION-LEVE	RESTORATION LEVEL 11-1943511		\$275,000.00	\$275,000.00
	POOL DESCRIPTION: LEISURE POOL THERAPY POOL *				
	WORK DESCRIPTION: SAND BLAST 5-7 COATINGS OF MARCITE TO ORIGINAL SUBSTRATE: -ENTIRE POOL WILL NEED TO BE DRAINED COMPLETELY AND ENSURE SURFACE IS DRY -COVER AND PROTECT SURROUNDING AREAS, SUCH AS DECKING, DRAINS, AND EQUIPMENT TO PREVENT DAMAGE FROM SAND BLASTING DEBRIS -ENSURE ALL ELECTRICAL COMPONENTS AND POOL FIXTURES ARE TURNED OFF OR REMOVED WHERE NECESSARY -USE A COMMERCIAL-GRADE SANDBLASTING MACHINE WITH THE APPROPRIATE ABRASIVE MEDIA -BEGIN BLASTING AT A CONSISTENT PRESSURE TO REMOVE OLD PLASTER, STAINS, AND OTHER CONTAMINANTS WITHOUT DAMAGING THE UNDERLYING SUBSTRATE -CONTINUOUSLY MONITOR BLASTING PRESSURE AND NOZZLE DISTANCE TO PREVENT GOUGING OR OVER-REMOVAL OF MATERIAL -SWEEP AND VACUUM ALL SAND BLASTING DEBRIS FROM THE POOL SURFACE AND SURROUND AREAS -RINSE THE POOL THOROUGHLY WITH WATER TO REMOVE FINE PARTICLES AND DUST -CONDUCT A FINAL INSPECTION TO ENSURE THE SURFACE IS EVENLY STRIPPED AND READY FOR THERMOPLASTIC COATING *				
	WORK DESCRIPTION: THERMOPLASTIC COATING RESTORATION-INTERIOR: -NOTE: THIS QUOTE DOES NOT INCLUDE AN PLASTER REPAIR AND/OR EXPANSION JOINTS IF NEEDED. FURTHER DISCUSSION AND A SITE VISIT MAY BE NEEDED TO EXAMINE THE CONDITION OF THE POOLS. -NOTE: THE COATING WE USE IS A BARRIER COAT. WHILE IT HAS AN ORANGE PEEL TEXTURE, IT WILL MATCH THE CONDITION/TEXTURE OF THE SUBSTRATE UNDERNEATH IT. -APPLY MURIATIC ACID FOR SURFACE ETCHING -POWER WASH SURFACE (THIS DOESN'T INCLUDE MAJOR CLEANING, SEE TERMS BELOW) -MASK REQUIRED TILE, TILE LINES, LIGHTS, LIGHT CORDS, FITTINGS, ETC. -APPLY 2 COATS OF 50/50 EPOXY AND 1 COAT OF 100% EPOXY TO SURFACE TO A THICKNESS OF 10-15 MILS -APPLY THERMOPLASTIC COATING MATERIAL TO A THICKNESS OF 15-20 MILS -CLEAN UP PROJECT AREA -WALKTHROUGH/SIGN-OFF TO COMPLETE THE PROJECT.				

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-THIS IS OUR ESTIMATED COST, IF IT EXCEEDS THIS COST DUE TO SUBSTRATE ISSUES (SUBSTRATE INSTABILITY REQUIRING FURTHER REPAIRS OR PATCHES, ETC.), IT WILL BE \$120 A MAN HOUR (PER TECHNICIAN) FOR TIME AND MATERIAL AND A CHANGE ORDER WITH A FEE WILL BE PROVIDED.

NOTE: THE TILE WILL NOT BE COATED:

-WE WILL HEAT TAPE AROUND THE TILE, AND COAT AROUND IT. NOTE, THE GROUT MAY BE SLIGHTLY BURNT BASED ON OUR APPLICATION.

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PAYMENT TERMS: 50% DUE PRIOR TO MOBILIZATION AND 50% DUE UPON COMPLETION

NOTE: THESE PAYMENT TERMS MAY BE NEGOTIABLE, PLEASE CONNECT WITH YOUR CUSTOMER REPRESENTATIVE IF YOU NEED ALTERNATE OPTIONS FOR YOUR BUDGET/NEEDS.

AFTER 30 DAYS, AN ADDITIONAL 5% WILL BE ADDED TO THE UNPAID AMOUNT, AND EVERY 30 DAYS THEREAFTER THAT THE PAYMENT IS LATE. THE PARK IS RESPONSIBLE FOR ANY LEGAL FEES NECESSARY TO COLLECT PAYMENT.

SOURCEWELL CONTRACT #010521-RDP

Quote Duration-60 Days



Contract #010521-RDP

Inquire about our nationwide cooperative purchasing programs!

Payment Terms: 50% PRIOR MOBILIZED, 50% NET30

Estimated Delivery Date upon placement of Order:

See the following pages for General Terms, Conditions and Warranty related to this Proposal

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Total Order	\$275,000.00
Less discount at a rate of 15.52%	-\$42,666.25
Freight to Troy, MI	\$0.00
Taxes - See General Terms, Conditions and Warranty	\$0.00
Net Order	\$232,333.75

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### Warranty Details Click Here

#### GENERAL TERMS AND CONDITIONS

- 1) **Purchase:** By executing this proposal (the "Proposal"), or submitting a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal into such purchase order specifically by reference) which is accepted by Rain Drop Products, LLC ("Rain Drop") the purchaser identified above ("you" or the "Purchaser") agrees to purchase the products as detailed in this Proposal (the "Products"), or in the purchase order accepted by Rain Drop, for use by Purchaser or for installation by Purchaser on behalf of a third-party who will be the ultimate owner of the features and/or equipment (the ultimate owner of the features and/or equipment, whether Purchaser or a third-party, being the "Owner").
- 2) **Proposal:** The above proposal is valid for sixty days from the date first set forth above. After sixty days Rain Drop reserves the right to increase prices due to the rise in costs of raw material, fuel or other cost increases.
- 3) **Short Ship Claims:** Purchaser has fifteen days from receipt of the Products to file a short ship report in writing to its sales representative. Rain Drop will not honor claims made after this time.
- 4) **Standard Exclusions:** Unless specifically included and detailed in this Proposal , this Proposal does not include, and Rain Drop will not provide services, labor or materials for any of the following work: (a) removal or disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any materials supplied by Purchaser or Owner; (d) repair of concealed underground utilities not located on prints, supplied to Rain Drop by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser uses or provides the Products for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: "The manufacturer's warranty for the Rain Drop Products brand water components is a separate document between Rain Drop Products, LLC and the ultimate owner of the Rain Drop brand water components, which will be provided to the ultimate owner at the time of final shipment for products manufactured by Rain Drop . Due to surety requirements, any performance and/or payment bond will cover only the first year of Rain Drop Products, LLC warranty."
- 6) **Insurance Requirements:** Rain Drop will not provide any insurance coverage in excess of its standard insurance, a copy of which is available for your review prior to acceptance of this Proposal.
- 7) **Payment:** Terms of payment are defined in the "Payment Terms" section of this Proposal and are specific to this contract.. All payments must be made to Rain Drop Products, LLC, 2121 Cottage Street, Ashland, Ohio 44805. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, Rain Drop may cease continued

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manufacturing until such payments with penalties are made, or Rain Drop may be relieved of its obligations hereunder if payment is more than sixty days past due. Rain Drop shall be entitled to certain payments previously made as liquidated damages. Rain Drop may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt. All payments made pursuant to the installment payment process shall not be available to be recovered by Purchaser so long as Rain Drop Products is not in default under the agreement. Transactions over \$5,000 paid via credit card will be subject to a 3% surcharge.

8) **Taxes:** Unless otherwise specifically included and detailed in this Proposal, prices do not include any taxes, including sales, use or excise taxes. It is the Purchaser's responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents, where applicable, on file at Rain Drop.

9) **Lien Releases:** Upon request by Owner, Rain Drop will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Rain Drop will provide a full release of liens upon receipt of final payment. In accordance with state laws, Rain Drop reserves the right to place a lien on the property if final payment has not been received ten days prior to the filing deadline for liens.

10) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this Proposal unless specifically detailed herein. Rain Drop does not in any way warrant or represent that a permit or site plan approval for construction will be obtained.

11) **Manufacturing & Delivery:** Manufacturing lead-time from Rain Drop's receipt of this Proposal executed by Purchaser, or submittal by Purchaser of a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal specifically by reference) which is accepted by Rain Drop is approximately twelve (12) to sixteen (16) weeks depending on the size and complexity of the components ordered.

12) **Changes in the Work:** During the course of this project, Purchaser may order changes consisting of additions and deductions in the work. The cost of these changes will be determined by Rain Drop, and a change order form must be completed and signed by both Purchaser and Rain Drop, which will detail the scope of the change order. Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Rain Drop will be deemed to have performed its part of the project, and the project will be terminated. Upon such termination, Rain Drop will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of Purchaser.

13) **Restocking Fee** There will be a 30% restocking fee applied to all Products returned by Purchaser. Prior approval must be obtained from Rain Drop before any product is to be returned. All returns are at Rain Drop's discretion.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Rain Drop and its consultants, agents and employees or any of them from and against claims, damages, losses and

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expenses, including but not limited to attorneys' fees, related to the installation of products manufactured and supplied by Rain Drop, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section..

15) **Intellectual Property Rights** Purchaser acknowledges and agrees that Rain Drop will remain the owner of any and all intellectual property rights, including, but not limited to, copyrights, service marks, and trademarks in, on or to the Products.

16) **Assembly/Installation:** Rain Drop does not provide installation services. If requested and specifically detailed in this Proposal, construction site services are intended to imply supervision and consulting services only. All labor required for the assembly, construction or removal of Products manufactured and supplied by Rain Drop will be the Purchaser's and/or Owner's responsibility.

17) **Site/Use Review by Purchaser:** Rain Drop relies on the Purchaser to determine that the Products are appropriate and safe for the Owner's installation site and/or intended use.

18) **Dispute Resolution:** Any controversy or claim arising out of or related to this Proposal must be settled by binding arbitration administered in Ashland, Ohio by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

19) **Entire Agreement; No Reliance:** This Proposal, if accepted by Purchaser, represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this Proposal are not part of this Proposal. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Rain Drop or its agents which are not expressly stipulated herein, including, without limitation any statements as to the Products, warranties provided hereunder.

20) **No Third-Party Beneficiaries:** This Proposal, if accepted by Purchaser, creates no third party rights or obligations between Rain Drop and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Proposal.

21) **Governing Law:** The Proposal will be construed and enforced in accordance with the laws of the State of Ohio. Notwithstanding any other law or venue available in any country or jurisdiction, the parties specifically reject all other venues and jurisdictions other than the United States of America, State of Ohio.

22) **Assignment:** Purchaser may not assign this Proposal, by operation of law or otherwise, without the prior written consent of Rain Drop. The Proposal, if accepted by Purchaser, shall be binding upon and inure to the benefit of Rain



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Drop and the Purchaser, and their successors and permitted assigns.

23) **Miscellaneous:** Rain Drop objects to the inclusion of any different or additional terms in Purchaser's acceptance of this Proposal and if such terms are included in Purchaser's acceptance, Purchaser agrees that a contract of sale will nevertheless result only on the original terms stated in this Proposal. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, either of which may be deemed an original, but all of which shall constitute one and the same document. Each person executing this Agreement for and on behalf of Purchaser represents and warrants that that person has the authority to execute this Agreement and all corporate action necessary to authorize the execution delivery of this Agreement.

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Project Name:	TROY COMMUNITY CENTER
Salesperson:	Rain Drop Products, LLC
Order Amount:	\$ 232,333.75

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Executed to be effective as of the date executed by the Company:

**PURCHASER:**

Signature: \_\_\_\_\_

By: (Print Name) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_