

500 West Big Beaver Troy, MI 48084 troymi.gov

CITY COUNCIL AGENDA ITEM

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Date: May 16, 2023

- To: Mark F. Miller, City Manager
- From: Robert J. Bruner, Deputy 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: Contract Amendment and Budget Amendment Water Slide Repairs at the Troy Family Aquatic Center

<u>History</u>

- 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.
- On January 23, 2023, City Council approved expending budgeted funds to renovate the water slide flumes at the Troy Family Aquatic Center with the sole bidder meeting specifications Dale Cooper LLC dba Safe Slide Restoration of Farmington, MO. (Resolution #2023-01-018-J-4b)
- When preparing to start the project, Safe Slide Restoration found additional deterioration of the flumes.
- It is necessary that the additional work and originally scheduled work on the interior flume of the slides be completed before opening of the facility to ensure the safety of the users.
- The additional work and originally scheduled work on the exterior flume of the slides will be completed in the fall after the facility is closed for the season.

Purchasing

- The current contract with *Dale Cooper LLC dba Safe Slide Restoration of Farmington, MO* was awarded on January 23, 2023 for a total estimated cost of \$86,365.00 with a 10% contingency for a not to exceed total amount of \$95,001.50.
- The revised cost from Dale Cooper LLC to properly complete the slide repairs is \$101,377.00.
- In order to proceed with a new, revised contract for the project, an amended Council resolution is required.



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Financial

Funds for this project were approved for \$95,001.50. The additional repairs will increase the total estimated cost to \$101,377.00. The additional expense for the water slide restoration will require a budget amendment in the amount \$1,177.00 to the Troy Family Aquatic Center Capital General Equipment Fund for the 2023 fiscal year and to Project Number 2023C0089. Expenditures will be charged to account number 587.789.7978.010.

Recommendation

City Management recommends City Council approve amending the original resolution from \$95,001.50 to \$101,377.00 for the contract with *Dale Cooper LLC dba Safe Slide Restoration of Farmington, MO* to furnish all equipment, material, and labor to renovate and resurface the interior and exterior water slide flumes including additional required repairs at the Troy Family Aquatic Center.

It is also recommended that City Council approve a budget amendment to the Troy Family Aquatic Center Capital General Equipment Fund and Project Number 2023C0089 in the amount of \$1,177.00.



Dale Cooper LLC DBA Safe Slide Restoration P.O. Box 102, Farmington, MO 63640 855-639-7543 / 989-954-6235 / 573-225-4765 www.safeslides.com

May 17, 2023

Troy Family Aquatic Center / Attn: Morgan Thrasher 3425 Civic Center Dr, Troy, MI 48084 480-353-6445 / Morgan.Thrasher@troymi.gov

Hello Morgan,

The following is a proposal for the restoration of your water slides. This proposal is based on the inspection done by Safe Slide Restoration on 05.15.2023. 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



• Responsive

V.12062022

Slide Description:

Open Flume Tube Slide – Blue Open Flume Body Slide – Red Kiddie Slide – White

Work Description:

Gel Coat - Interior:

- Remove failed coatings
- > 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

Slide Description:

Open Flume Tube Slide – Blue Open Flume Body Slide – Red

Paint - Exterior:

- Remove failed coatings
- Wash exterior of slide with internally formulated cleaner
- Prime-coat bare areas as needed
- Paint exterior with Poly Siloxane Paint
- Paint RAL color: ______ INIT: _____

Project Amount:	\$36,372.00
Total Project Amount:	\$101,377.00

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 ever-evolving 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.

5 – year structural repair workmanship warranty:

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.

<u>5 – year gel coat workmanship warranty:</u>

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.