



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: April 1, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, 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 – Water Slide Repairs at the Troy Community Center and Budget Amendment (Introduced by Brian Goul, Recreation Director)

History

- The Community Center was constructed in 2001 and is approaching 23 years old.
- The water slides require repairs and painting to ensure the safety of our patrons and staff.
- Miracle Slides (manufacturer of the slides) informed owners that any slides over ten years old should have the bolts replaced which will be part of this project.
- The water slides require routine maintenance to be in compliance with the State of Michigan. During the 2023 inspection the slide bolts and step structure was noted by the inspector as needing to be remedied prior to the next inspection.
- When reviewing the slides, it was found additional repairs are needed which increases the cost and will require a budget amendment for the project.

Purchasing

- Pricing for the Community Center Water Slide Repairs has been secured from *Rain Drop, LLC of Ashland, OH* as detailed in the attached proposal #1910211 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 for this project were budgeted in the amount of \$90,000. The estimated total cost of the project is \$110,000 with a 20% contingency amount of \$22,000 for a not to exceed amount of \$132,000. The proposed maintenance and repair will require a budget amendment in the amount of \$42,000 to the Community Center Buildings and Improvements Annex Renovation Capital Fund under Project Number 2024C0053 for the 2024 fiscal year. Expenditures will be charged to Account Number 401.756.755.975.125.



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Recommendation

City Management recommends awarding a contract to furnish all equipment, material, and labor to repair the waterslides 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 \$110,000 with a 20% contingency for a not to exceed total amount of \$132,000

It is also recommended that City Council approve a budget amendment to the Community Center Building and Improvements Annex Renovation Capital Fund and Project Number 2024C0053 in the amount of \$42,000.

PROPOSAL



Reference: 1910211
 Project Name: TROY COMMUNITY CENTER
 Salesperson: Rain Drop Products, LLC

Date: 3/12/2024

To: JOSHUA LONES
 Purchaser: SAFE SLIDE RESTORATION
 Billing Address: PLEASE CONFIRM ADDRESS

First Shipment Address:
 TROY COMMUNITY CENTER
 ATTN:MORGAN THRASHER
 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
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1.00	/RESTORATION-LEVE	RESTORATION-LEVEL 6-1910211		\$137,500.00	\$137,500.00
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SLIDE DESCRIPTION:
 -OPEN FLUME BODY SLIDE-IVORY
 -OPEN FLUME KIDDIE SLIDE-IVORY
 WORK DESCRIPTION:
 COMMON FIBERGLASS REPAIRS:
 -REPAIR ALL COMMON FIBERGLASS REPAIRS IN RIDE PATH (I.E. A CHIP OR GOUGE WITH A SHARP EDGE)*
 -ALL REPAIRS WILL BE DONE WITH VINYL-ESTER RESIN
 -RECAULK SEAMS AS NEEDED (RECAULKING IS NOT A GUARANTEE TO STOP LEAKING SEAMS)**
 -SEAMS WILL BE SEALED WITH PREMIUM CAULK
 POLISH AND WAX-INTERIOR:
 -CLEAN START TUB AND ALL OPEN FLUME SECTIONS
 -POLISH START TUB AND ALL OPEN FLUME SECTIONS
 -WAX START TUB AND ALL OPEN FLUME SECTIONS
 PAINT-EXTERIOR
 -WASH EXTERIOR OF SLIDE WITH INTERNALLY FORMULATED CLEANER
 -PRIME-COAT BARE AREAS AS NEEDED
 -PAINT EXTERIOR WITH POLY-SILOXANE PAINT
 -PAINT RAL COLOR _____ INIT: _____
 REPLACE BOLT HARDWARE-COUNT: 637
 -REMOVE AND REPLACE BOLT HARDWARE ON SLIDES
 -CAULK BOLT HOLES AS NEEDED (SIKAFLEX 1A)
 -THE HARDWARE WILL BE PROVIDED BY SAFE SLIDE RESTORATION
 -A STANDARD MAN-LIFT (35'-85' ARTICULATION BOOM LIFT) IS INCLUDED IN THE BELOW COST
 --IF THE BOLTS ARE NOT REACHABLE BY A STANDARD MAN-LIFT AND REQUIRE SCAFFOLDING AND/OR ROPE ACCESS, WE WILL SWITCH TO A TIME AND MATERIAL CHARGE (\$120/HR)
 STEEL STRUCTURE DESCRIPTION:
 -SLIDE TOWER SUPPORTING LARGE SLIDE-RED
 -SLIDE TOWER SUPPORTING SMALL SLIDE-RED
 WORK DESCRIPTION:
 PAINT: STEEL PORTIONS ONLY
 -HOT WATER/HIGH PRESSURE WASH STRUCTURE, (5,000 PSI) PER NACE SSPC-SP1
 -HAND TOOL RUSTED AREAS AS NEEDED, PER NACE SSPC-SP2
 -POWER TOOL RUSTED AREA AS NEEDED, PER NACE SSPC-SP3
 -REMOVE AND REPLACE RUSTED STAIR RISER UNDER FIRST STEP

PROPOSAL



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- PRIME COAT WITH 2-PART AS NEEDED
-APPLY FINISH COAT WITH POLY-SILOXANE PAINT
REPLACE BOLT HARDWARE
-REMOVE AND REPLACE BOLT HARDWARE ON STEEL STRUCTURES AND PVC PIPING AS NEEDED
-THE HARDWARE WILL BE PROVIDED BY SAFE SLIDE RESTORATION
-A STANDARD MAN-LIFT (35'-85' ARTICULATION BOOM LIFT) IS INCLUDED IN THE BELOW COST
--IF THE BOLTS ARE NOT REACHABLE BY A STANDARD MAN-LIFT AND REQUIRE SCAFFOLDING AND/OR ROPE ACCESS, WE WILL SWITCH TO A TIME AND MATERIAL CHARGE (\$120/HR)
STEEL STRUCTURE DESCRIPTION:
PLAY FEATURES
-HOT WATER/HIGH PRESSURE WASH STRUCTURE, (5,000 PSI) PER NACE SSPC-SP1
-HAND TOOL RUSTED AREAS AS NEEDED, PER NACE SSPC-SP2
-POWER TOOL RUSTED AREA AS NEEDED, PER NACE SSPC-SP3
-PRIME COAT WITH 2-PART AS NEEDED
-APPLY FINISH COAT WITH POLY-SILOXANE PAINT
PAINT RAL COLOR:
PAYMENT TERMS: 50% DUE PRIOR TO MOBILIZATION AND 50% NET 30
SOURCEWELL CONTRACT #010521-RDP

Quote Duration-60 Days



Contract #-010521-RDP

Inquire about our nationwide cooperative purchasing programs!

Payment Terms: 35% Dep, 65% prior shipment

Estimated Delivery Date upon placement of Order:

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

Table with 2 columns: Description and Amount. Rows include Total Order (\$137,500.00), Less discount at a rate of 20.00% (-\$27,500.00), Freight to Troy, MI (\$0.00), Taxes - See General Terms, Conditions and Warranty (\$0.00), and Net Order (\$110,000.00).

PROPOSAL



Reference: 1910211
Project Name: TROY COMMUNITY CENTER
Salesperson: Rain Drop Products, LLC

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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Salesperson: Rain Drop Products, LLC

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

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.

PROPOSAL



Reference: 1910211
Project Name: TROY COMMUNITY CENTER
Salesperson: Rain Drop Products, LLC
Order Amount: \$ 110,000.00

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

PURCHASER:

Signature: _____

By: (Print Name) _____

Title: _____

Date: _____