



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: October 23, 2018
SUBJECT: Approve Quote to Paint Basketball Courts at North Alexander Park

Background:

We recently requested quotes to paint the basketball courts at North Alexander Park. Two quotes were received as follows:

C & H Sport Surfaces, Inc.	\$7,900
Tennis Court Doctor	\$8,720

Low quote received was from C & H Sport Surfaces, Inc., at a cost of \$7,900. Both quotes include preparation, 4-coat painting and applying regulation court lines. Painting would be done in spring 2019.

Recommendation:

Staff recommends approving quote from C & H Sport Surfaces, Inc., at of cost of \$7,900 to paint the basketball courts at North Alexander Park.

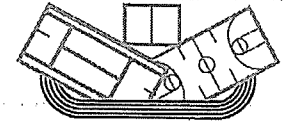
Attachments:

Quotes

C & H Sport Surfaces, Inc.

Since 1970

TIM CARLSON
 2312 SEURER ST.
 NEW MARKET, MN 55054
 PHONE: 952-461-5678
 FAX: 952-461-5679



Quality and Dependability

September 10, 2018
 Paul Peanasky, Parks and Recreation Director
 15 West Division St
 Faribault, MN 55021
 Email: ppeanasky@ci.faribault.mn.us

RE: COLOR SYSTEM INSTALLATION OF TWO (2) NEW BASKETBALL COURTS FOR 2019

Paul,
 Thank you for contacting C & H Sport Surfaces, Inc. regarding your tennis court facility. We have been in the tennis court, running track and basketball court industry for over 45 years and we pride ourselves on quality workmanship and dependable service. C & H Sport Surfaces, Inc. is a member of the BBB, USTA and MASMS.

4 COAT COLOR INSTALLATION PROCESS ON NEW ASPHALT TO INCLUDE (APPROX 840 SY):

- Power spray court surface to enhance bonding of new surface application.
- Scrape and high pressure blow entire surface of loose materials, dirt and debris.
- Patch and blend low areas of depth, "bird baths", >1/8", after 1 hour of direct sun, using acrylic patch mix according to manufacturer's specifications.
- Blend rough paving seams to surface using acrylic patch, mixed according to manufacturer's specifications.
- Prime necessary areas to enhance bonding of new surface application.
- Apply 2, black, sand fortified, 100% acrylic filler coats over the entire court surface according to the manufacturer's specifications. These filler coats help fill surface voids and blend repair areas on the new asphalt surface.
- Apply 2, each, textured, acrylic color coats over the entire playing surface according to the manufacturer's specifications. Colors to be blue playing area and light green out-of-bounds.
- Upon curing, apply 2" regulation white playing lines according to USPBA specifications.

Total cost to complete project.....	\$7,500.00
*Cut and fill 1/8" x 1 1/2" control joint between courts, additional (70 LF).....	\$ 400.00

* A water source will be needed near project location. * 1 year manufacturer's warranty *New asphalt to cure 30 days and approved by others.
 * All sprinklers near project location must be turned off. * Use of SPORTMASTER Products *New asphalt to meet ASBA standards.

4 COAT COLOR INSTALLATION PROCESS ON NEW CONCRETE TO INCLUDE (APPROX 840 SY):

- Acid etch entire concrete surface and flush thoroughly with water.
- Scrape and high pressure blow entire surface of loose materials, dirt and debris.
- Patch and blend low areas of depth, "bird baths", >1/8", after 1 hour of direct sun, using acrylic patch mix according to manufacturer's specifications.
- Prime entire concrete surface using concrete promoter to enhance bonding of the new surface application.
- Apply 1, black, sand fortified, 100% acrylic filler coats over the entire court surface according to the manufacturer's specifications.
- Apply 2, each, textured, acrylic color coats over the entire playing surface according to the manufacturer's specifications. Colors to be blue playing area and light green out-of-bounds.
- Upon curing, apply 2" regulation white playing lines according to USPBA specifications.

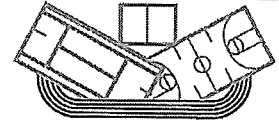
Total cost to complete project.....	\$9,600.00
*Cut and fill 1/8" x 1 1/2" control joint between courts, additional (70 LF).....	\$ 400.00

* A water source will be needed near project location. * 1 year manufacturer's warranty *New concrete to cure 30 days and approved by others.
 * All sprinklers near project location must be turned off. * Use of SPORTMASTER Products *New asphalt to meet ASBA standards.

C & H Sport Surfaces, Inc.

Since 1970

TIM CARLSON
2312 SEURER ST.
NEW MARKET, MN 55054
PHONE: 952-461-5678
FAX: 952-461-5679



Quality and Dependability

ASPHALT SURFACE COLOR COAT INSTALLATION

CONCRETE SURFACE COLOR COAT INSTALLATION

C & H Sport Surfaces, Inc. is fully insured for your project, and will issue a certificate of insurance upon request. If you have any further questions, please contact Tim at 952-461-5678.

Thank you,

A handwritten signature in black ink, appearing to read "Tim S. Carlson". The signature is written over a horizontal line.

Tim S. Carlson
C & H Sport Surfaces, Inc.

Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment is to be made within 30 days of project completion date. An interest rate of 18% will be added to all accounts that exceed the 30 day project completion date. Any collection fees due to nonpayment are to be paid by the customer. Cracks are not a warranty item. Upon acceptance, the surface may be played on.

Date: ___ / ___ / ___ Authorized Signature: _____

A signed contract or PO# is required to schedule this project. I have read and understand the Terms and Conditions of this contract. Pg 3

NOTE: We reserve the right to withdraw this proposal if not accepted within 15 days.

C & H SPORT SURFACES, INC.

TERMS AND CONDITIONS:

- 1) PRICING: The prices set forth herein are based upon current prices and may be subject to change.
- 2) CHANGE ORDERS: An additional charge may be made to purchases for any material or labor additional to that specified herein necessary to make a complete installation in a workmanlike manner.
- 3) SITE CONDITIONS: Obstructions that may interfere with the installation shall be moved by Purchaser prior to commencing work. This contract does not contemplate the encountering of rock, swampy conditions, or boulders, etc. Should any of these conditions be encountered, Purchaser shall pay the actual cost of the additional work caused thereby, unless stated in this proposal.
- 4) JOB DELAYS: When work is started by C & H Sport Surfaces, Inc. under this contract, work may be continued to completion without interruption, including, without limitations, interruptions caused by other contractors or changes in the plans of the Purchaser. In the event that C & H Sport Surfaces, Inc. is required to withdraw from work after starting, Purchaser agrees to pay charges covering the actual expensed incurred. It is understood that when C & H Sport Surfaces, Inc.'s crew reports to the job site, this constitutes starting work. C & H Sport Surfaces, Inc. shall not be responsible for delays, defaults or damages occasioned by any causes beyond C & H Sport Surfaces, Inc.'s control, including, without limitations, governmental actions or orders, embargoes, strikes, lock-outs, fires and weather.
- 5) UNDERGROUND OBSTRUCTIONS: Before work is started, Purchaser may be required to furnish C & H Sport Surfaces, Inc. with the location and character of any underground wire, pipes, sewers, conduits, obstructions, conditions, or restrictions of any nature which might interfere with or be damaged by C & H Sport Surfaces, Inc. in the course of the work or which might be the cause of injuries, or other damages. If the Purchaser fails to do so, or if any of the aforesaid are omitted from the information furnished to C & H Sport Surfaces, Inc., the Purchaser agrees to release, indemnify, hold harmless and defend C & H Sport Surfaces, Inc. from and against any and all liability, loss damages, fines and expenses caused thereby or from any claims, demands, or suits base thereon.
- 6) WARRANTY: (If included in proposal) All materials used hereunder are guaranteed for a period of one year from manufacturer's defects and in the event of any material failure, it will be repaired at labor costs only. The products used are guaranteed with respect to uniformity and quality. This warranty does not cover any form of surface cracking or re-cracking. In no event shall C & H Sport Surfaces, Inc. be liable for any consequential damages. There are no warranties which extend beyond the description of the face hereof, unless stated in the proposal.
- 7) PATCHING: of Low areas may not completely eliminate the ponding of water when resurfacing of old tennis courts.
- 8) MEASUREMENTS: refer to surface coatings and are based on asphalt dimensions inside from fence to fence. Additional asphalt on the outside the fence is not included and may be colored at additional costs.
- 9) BUILDING PERMITS: Permits if needed, including the payment of fees therefore shall be the sole responsibility of Purchaser.
- 10) BONDS, ADDITIONAL INSUREDS AND CERTIFICATES OF INSURANCE: will be issued upon request, at additional costs if necessary.
- 11) WATER SOURCE: Access to a pressured water source is required near project location at no cost to the contractor.
- 12) PREVAILING WAGES: This contract does not include prevailing wages unless "noted" on page 1 of contract.
- 13) PAYMENT: Payment shall be net cash upon receipt of invoice with 18% annual interest charges on accounts past 30 days. All accounts are payable in United State funds, free of exchange, collection or other charges. C & H Sport Surfaces, Inc. reserves the right to lien the owner of the property if timely payment is not received. Should the buyer default in its obligation herein, the buyer shall, in addition to other obligations herein, be liable to C & H Sport Surfaces, Inc. for all costs of collection including reasonable attorney's fees.
- 14) THE PURCHASER: shall provide and maintain necessary fences, temporary enclosures and barricades to adequately protect the project from persons and animals not involved with the contracted work, unless stated in the proposal.
- 15) SALE TERMS: The above and foregoing terms and conditions are the final expression of the terms and conditions of this contract, and are intended as a complete and exhaustive statement of the agreement. Modifications or change shall only be permitted by a signed writing between the Purchaser and C & H Sport Surfaces, Inc. This contract shall not be assigned by Purchaser, in whole or in part, without the written consent of C & H Sport Surfaces, Inc. and shall be binding upon the successors, administrators, executors or assigns of the parties hereto. Waiver of any default shall not be considered as a waiver of any subsequent default. No conditions, terms, agreements, or stipulations other than those stated Herein shall be binding on C & H Sport Surfaces, Inc.
- 16) LAW: This contract is subject to all applicable laws, regulations and ordinances of any federal, state or local governmental authority or agency.
- 17) SURFACE INSPECTION: During the initial inspection, it may be difficult to determine how a surface will respond to power spraying. While power spraying, bubbling or peeling may occur. If extensive bubbling or peeling occurs, it may be determined that stripping of the surface, (hydro blasting), may be required. The hydro blasting process strips the old surface to a solid substrate, usually down to the original asphalt surface. If it is determined, by the contractor, that hydro blasting is needed, there will be a delay in the resurfacing process. Hydro blasting will incur an additional cost to the purchaser. Due to the hydro blasting process, machining lines may be slightly visible when resurfacing is completed.

____ INITIAL AND RETURN COPY WITH SIGNED CONTRACT

Tennis Court Doctor

• tenniscourtdoctor@hotmail.com •

October 11, 2018

North Alexander Park – Spring 2019: New Basketball Court Surfacing

c/o Paul J Peanasky, Faribault Parks & Recreation Director

THE TENNIS COURT DOCTOR WILL FURNISH ALL MATERIALS, LABOR, AND APPLY OUR OVER 35 YEARS WORTH OF RESURFACING EXPERIENCE TO DO THE FOLLOWING WORK ON THE NEW SINGLE BASKETBALL COURT LOCATED AT NORTH ALEXANDER PARK IN FARIBAULT, MN:

WE INSTALL 100% FULL ACRYLIC TENNIS COURT SURFACES

WE WILL NOT USE ASPHALT EMULSIONS OR BLENDED RESURFACER COATS THAT WILL PEEL

BASKETBALL COURT INSPECTION & PREPARATION:

A. CLEAN, SCRAPE, AND BLOW NEW ASPHALT MAT

- REMOVE ANY LOOSE SURFACE MATERIAL AND/OR DEBRIS USING FORCED AIR BLOWERS

ACRYLIC BASKETBALL COURT SURFACING SYSTEM INSTALLATION (350 SY):

B. APPLY TWO SAND-FILLED 100% ACRYLIC RESURFACER COATS OVER THE COURT SURFACE

- SPECIFICALLY DESIGNED TO BOND THE ACRYLIC COLOR COAT SYSTEM TO THE ASPHALT SURFACE

C. APPLY TWO ACRYLIC FINISH COLOR COATS OVER BASKETBALL COURT SURFACE

- COLOR: GREEN

D. TAPE & HAND PAINT PLAYING LINES TO REGULATION

- ONE BASKETBALL COURT (REFERENCE LAYOUT ON PAGE 2)
- PAYMENT DUE DAY OF STRIPING

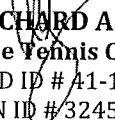
TOTAL: **\$8,720⁰⁰**

- NO NEW ASPHALT MAT CORRECTIVE WORK INCLUDED
- NEW ASPHALT MUST CURE FOR AT LEAST 28 DAYS BEFORE SURFACING.

SIGNATURE: _____ DATE: _____

- ❖ EXPIRATION - Proposals will remain valid for no more than 15 days unless signed/dated and returned.

CORDIALLY,

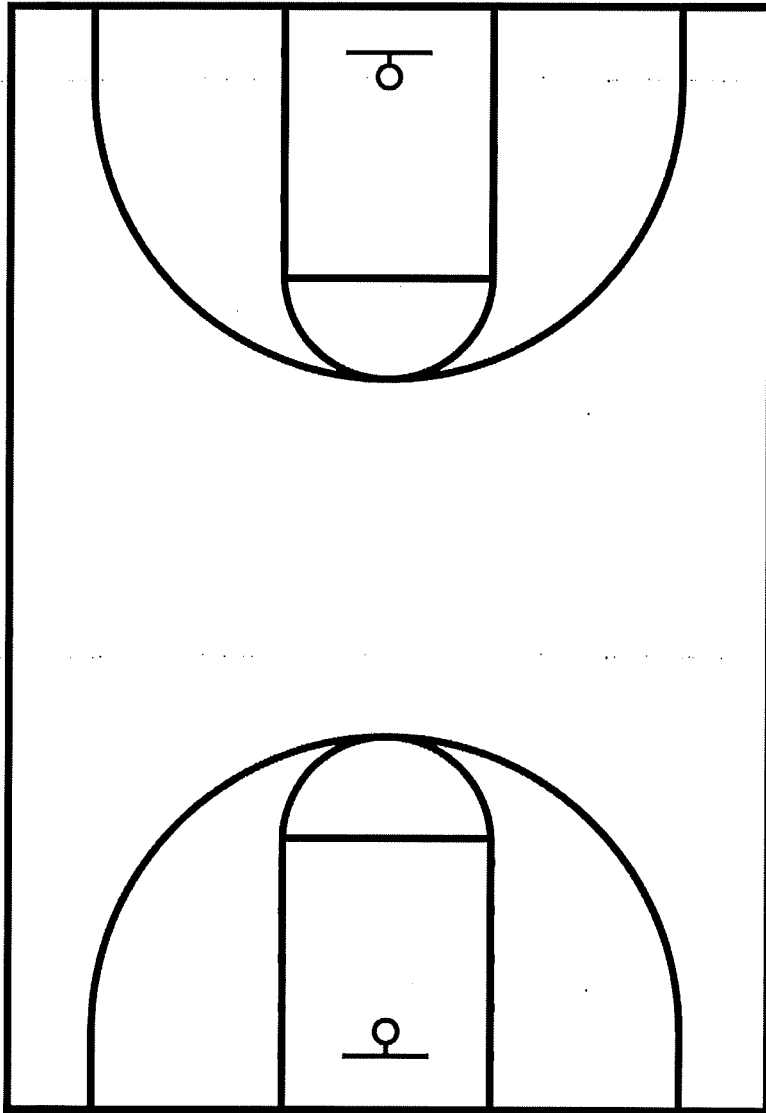

RICHARD A. KUNZ
The Tennis Court Doctor
FED ID # 41-1510332
MN ID # 3245928

PO Box 18458 • Minneapolis, Minnesota 55418
Phone: (763) 545-7946 • Mobile: (612) 501-8264
Website: TennisCourtDoctor.com

Tennis Court Doctor

• tenniscourtdoctor@hotmail.com •

October 11, 2018



PO Box 18458 • Minneapolis, Minnesota 55418
Phone: (763) 545-7946 • Mobile: (612) 501-8264
Website: TennisCourtDoctor.com