

**TO: Mayor and City Council**

**FROM: Dan Howard, Public Works Director**

**SUBJECT: Pickleball Court – East Side Park**

**MEETING DATE: Tuesday, July 19, 2022**

**BACKGROUND**

Bill's Blacktop submitted a quote of \$100/hr fine grade work and \$2,400 to install a 30' x 60' bituminous base for a pickleball court at East Side Park. The City would provide the base work and the estimated 27 ton of bituminous at an estimated cost of \$1,682 for a total project cost of \$4,182. This is for the base only. C & H Coatings would apply a 4 coat acrylic color system, 1 color and lines with a 1 year warranty for \$6,000. Pickleball net systems are approximately \$500 - \$600.

**REQUESTED COUNCIL ACTION**

I respectfully request motion and approval to accept the quote as written and move forward with construction of a pickleball court at East Side Park at an estimated cost of approximately \$10,782 as recommended by the Park Board.

**Bill's  
Black-Top**

4305 322nd St. Way • Cannon Falls, MN 55009

**COMMERCIAL PROPOSAL/ACCEPTANCE**

Job Name City of Cannon Falls Phone \_\_\_\_\_

Contact Tony

Address River Road

City Cannon Falls Zip 55009 DATE 5/9/22

DESCRIPTION: pickleball COURT 30'x60'

City Responsibility. BASE WORK, MIX (27 TON), haul 1 load mix

Bills BlackTop. fine grade base work, (100. per hr) COST \$ 100.00  
PAVING & TACKING COST \$ 2,400.00

**AUTHORIZED SIGNATURE**  
*hereby making this a valid contract*

THIS ESTIMATE AND AGREEMENT IS VOID 30 DAYS FROM DATE  
UNLESS COPY IS SIGNED AND RETURNED TO BIDDER. GRADES  
LESS THAN 1 1/2% NO GUARANTEE ON DRAINAGE.

FOR ACCEPTANCE OF THIS PROPOSAL, PLEASE SEND A SIGNED COPY OF THIS FORM TO:

**BILL ROBINSON**

4305 322nd St. Way • Cannon Falls, MN 55009

CELL: 507-298-0186 • EMAIL: [billsblacktop@frontiernet.net](mailto:billsblacktop@frontiernet.net)

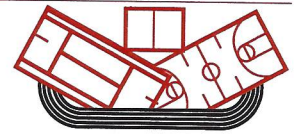


**RESIDENTIAL/COMMERCIAL**

- Blacktop Driveways • Parking Lots • Repair Work
- Parking Lot Sweeping • Line Striping • Sealcoating • Crack Filling
- Road Grading • Excavating • Snowplowing

**WE ARE LOOKING FORWARD TO DOING BUSINESS WITH YOU!**

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



Quality and Dependability

July 12, 2022

Dan Howard  
 Public Works Director  
 City of Cannon Falls, MN  
 Email: dwhoward@cannonfallsmn.gov

**RE: ACRYLIC COLOR SURFACING OF 1 NEW ASPHALT PICKLEBALL COURT AT LEAST SIDE PARK**

Dan,  
 Thank you for contacting C & H Sport Surfaces, Inc. regarding your court facility project. We have been in the tennis court, basketball court and running track industry for over 50 years, we pride ourselves on quality workmanship and dependable service. We use the highest quality 100% acrylic sport surfacing products for a longer lasting and stronger playing surface. C & H Sport Surfaces, Inc. is a member of the BBB, USTA and MASMS.

**ACRYLIC COLOR SURFACING PROCESS TO INCLUDE (30' X 60', APPROX. 200 SY):**

- Scrape and high pressure blow court surface of loose materials, dirt and debris.
- Prime necessary areas to enhance bonding of the new surface application.
- Patch and blend low areas of depth, > 1/8", after 1 hour of sun, using Acrylic Patch mixed according to the manufacturer specifications.
- Blend necessary rough paving seams using Acrylic Patch mixed according to manufacture specifications.
- Apply 2, black, sand filled, 100% acrylic resurfacer coats over the entire asphalt surface according to the manufacture specifications.
- Apply 2, textured, acrylic color coats over the entire asphalt surface according to the manufacturer specifications.  
 Color to be all dark green. Standard colors: dark green, lt. green, blue and red.
- Upon curing, apply 1 set of 2", regulation, white Pickleball playing lines according to USAPA layout specifications.

Total cost to complete this project.....	\$ 6,000.00
Kitchen or back court different color, additional cost.....	\$ 375.00

\*A pressured water source will be needed near project location.    \*1 year manufacturer product warranty.    \*Asphalt to cure 30 days.  
 \*Sprinkler system near project location must be turned off.    \*Use of **SportMaster** Surfacing Products.    \*Possible September completion.  
 \*Asphalt to meet ASBA specifications

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,

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 (p2) of this contract.**

**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 since acceptable original drainage specifications no longer exist.
- 8) **MEASUREMENTS:** refer to surface coatings and are based on flat asphalt playing surface 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 physical inspection, it may be difficult to determine how a surface will respond to power spraying. While power spraying, bubbling or peeling may occur. If bubbling or peeling occurs, scraping of the surface, down to a solid substrate may be necessary. If extensive or excessive surface peeling and/or a solid substrate cannot be found, other options will need to be explored, most likely adding significant additional costs and time to complete the project.

\_\_\_\_\_ INITIAL AND RETURN COPY WITH SIGNED CONTRACT