

MAY 16 2011

ORDINANCE NO. 2868

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO
EMPLOY STRASSNER TENNIS COURT BUILDERS OF
ST. LOUIS, MISSOURI TO FURNISH AND INSTALL
PREMIER MAT TENNIS SYSTEM ON ONE (1) OF FOUR
(4) TENNIS COURTS AT BOLM-SCHUHKRAFT PARK IN
THE CITY OF COLUMBIA, ILLINOIS.**

J. Ronald Colyer
City Clerk

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") accepted the proposal and awarded the contract to Strassner Tennis Court Builders of St. Louis, Missouri (the "Contractor") at a regular meeting of the City Council held May 16, 2011 to furnish and install premier court mat tennis system on one (1) of four (4) tennis courts at Bolm-Schuhkraft Park in the City for a total price or sum of Thirty Three Thousand Five Hundred Dollars (\$33,500.00);

WHEREAS, the Notice of Award will be given to the Contractor by the City after May 16, 2011 and the City will execute and deliver to the Contractor the Agreement to employ the Contractor to provide the material and to do and perform the work involved and the Contractor will provide the City with the required certificate of comprehensive liability insurance which names the City as an additional insured, all of which are in due and proper form; and,

WHEREAS, it is necessary and appropriate that the City make and enter into the Agreement to employ the Contractor to provide the materials and to do and perform the work involved for the Premier Mat Tennis System on one (1) court in Bolm-Schuhkraft Park project aforesaid.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The Mayor is hereby authorized and directed to make and enter into the Agreement dated April 27, 2011 to employ the Contractor to perform the Premier Mat Tennis System on one (1) court in Bolm-Schuhkraft Park work described above (which is more particularly described in the employment Agreement), in the form attached hereto.

Section 3. The City Engineer, Ronald J. Williams, P.E., is directed to deliver to the Contractor the Contractor's copy of the Agreement for execution and to proceed with the preconstruction conference, if any, and the performance of the work involved.

Section 4. This Ordinance shall be in full force and effect, from and after its passage, as provided by law.

Alderman Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Mathews, and the roll call vote was as follows:

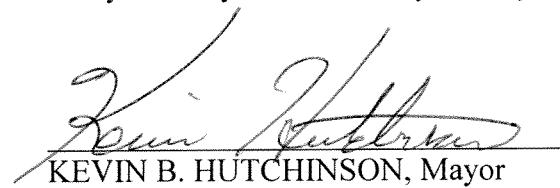
YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews, Piazza and Reis.

NAYS: None.

ABSENT: None.

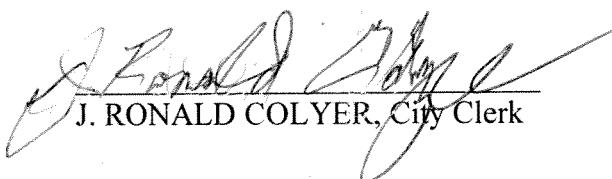
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 16th day of May, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2868, entitled:

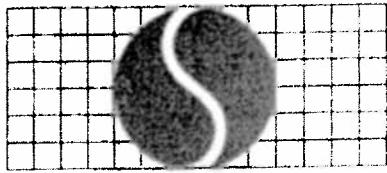
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to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 16th day of May, 2011.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 16th day of May, 2011.


J. RONALD COLYER, City Clerk

(SEAL)



**STRASSNER
TENNIS COURT BUILDERS**

"All Tennis, All the Time"

P. O. Box 15167 • 5727 Manchester
St. Louis, Missouri 63110-1989
Phone (314) 647-7071 • Fax # (314) 647-1965

Mr. Tim Ahrens
City of Columbia Illinois
110 West Sand Bank Road
Columbia, IL 62236

Wednesday, April 27, 2011

Re: Premier Mat of one (1) tennis court at Blom-Schuhkraft Park

WE PROPOSE TO FURNISH AND INSTALL *Premier Mat Tennis System* ON ONE (1) OF FOUR TENNIS COURTS LOCATED AT THE BLOM-SCHUHKRAFT PARK IN COLUMBIA ILLINOIS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS, SPECIAL CONDITIONS AND STANDARD CONDITIONS:

SPECIFICATIONS

1. We will rout and fill all existing cracks with *Strassner Tennis Court Patch Mix*.
2. We will grind down all crack repairs so that they are flush with the existing.
3. We will check the base pad for depressions that may hold water greater than 1/16" and fill them with mastic patching mix and a straight edge. (Water ponding will be minimized but not eliminated).
4. After all repairs have properly cured we will install the *Premier Mat System* over the entire surface per the manufacturer's specifications.
5. We will apply two (2) coats of *Laykold Acrylic Resurfacer* per the manufacturer's recommendations to fill small holes, voids and blend in the leveled areas, bringing the surface to a smooth even texture.



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6. After acrylic filler has cured we will apply one (1) coat of *Laykold Acrylic Textured Colorcoat*, jobsite mixed for texture control and pigmented to match, as close as possible from manufacturer's standard colors, the existing color.
7. After texture coat has cured we will apply one (1) coat of *Laykold Acrylic Final Colorcoat* pigmented to match the texture coat.
8. After final coat has cured we will layout and install *Laykold White Line Coating* per U.S.T.A. specifications.
9. Furnish Manufacturer's 25 year crack free warranty (copy attached).

for the sum of: THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS & NO/100'S (\$32,500.00) to be paid as follows:

Due upon competition of Premier Mat	\$25,000.00
Due upon competition of coatings	\$ 7,250.00

ALTERNATE #1

Remove existing tennis net posts on one (1) court and replace with *Edwards Classic 3" Round posts*. Add THREE-THOUSAND TWO HUNDRED FIFTY DOLLARS & NO/100'S (\$3,250.00).

SPECIAL CONDITIONS

1. Owner to furnish water and electricity.
2. All work to be performed in accordance with Monroe County Illinois Prevailing wage scale.
3. All work to be performed by union workers.
4. Work to begin after July 4, 2011. Work may begin sooner upon mutual agreement by both parties.
5. Work to be completed, weather permitting, by August 10, 2011.

Standard Conditions

1. Governing Body. The performance of work hereunder by Strassner Tennis Court Builders ("Company") shall be subject to and contingent upon Owner's assent to these Standard Conditions, which assent shall be deemed given by the execution of this Quotation and Contract. No modified, additional or different conditions (however communicated) shall be binding upon Company unless specifically agreed to in writing by an officer of the Company, and failure of the Company to object to any such provisions shall not be a waiver of these Standard Conditions or an acceptance thereof. No modification or amendment of, or addition to the terms of this Quotation and Contract, including these Standard Conditions shall be binding unless in writing and signed by an officer of the Company and Owner.

2. Quotation. Company may modify, amend or revoke this quotation at any time prior to acceptance by the Owner and return of this quotation to the Company. This quotation expires thirty (30) days from date of quotation unless sooner terminated by notice by the Company within such period.

3. Taxes. Company prices include any sales, use or any similar or other tax or charge imposed by any governmental authority on any portion of this contract. If Owner is exempt from such taxes, it shall provide Company with an Exemption Certificate or other document acceptable to the taxing authority, and that portion of the Contract price representing such tax or charge shall be eliminated from the quotation.

4. Payment Terms. Payment on all invoices shall be immediately due and owing upon issuance thereof by the Company. A delinquency charge of one and one-half percent (1-1/2%) per month may be charged, at the Company's discretion, on all amounts remaining unpaid ten (10) days after the invoice date, or at the highest lawful contract rate, if less. If the Company refers the invoice to an attorney for collection, Owner shall pay all of the Company's expenses of collection, including the Company's attorney's fees, whether or not litigation is commenced.

5. Access and Job Conditions. Owner shall provide, at no cost to the Company, unrestricted access to the construction site for all of the Company's personnel and equipment, including power equipment and trucks; a storage area for materials; a plentiful source of potable water within three-hundred (300) feet of the work area; adequate heat and electric facilities; and a stable subgrade upon which construction can take place.

6. Permits, Fees and Conditions. Owner shall give all notices and shall promptly secure and pay for all approvals, permits and licenses necessary for the Work. Owner is responsible for insuring that Work is within property lines and clear of setbacks and other restrictions. Owner shall provide at its cost a survey of the property on which the Work is to be performed. The Company is not responsible for damage or disruption to any underground utilities, structures, or other facilities, unless a survey showing the exact location is provided to the Company prior to commencement of any work. Company is not responsible for damage to lawn areas, trees, shrubbery, walkways or driveways.

7. Owner's Warranty. Owner warrants that it is the owner in fee of the property on which the Work is to be constructed. If Owner shall not in fact be the owner in fee of said property and any expenses or damages are caused to the Company by reason thereof, Owner shall be responsible and shall pay all such expenses and any damage sustained by the Company as a result thereof.

8. Commencement and Completion. The Work shall be commenced on a date mutually agreed upon by the Owner and the Company after proper access has been provided to the Company. Any time specified for completion shall be extended by reason of any delay occasioned by fire, tornado, flood, inclement weather, unavailability of all or any part of the construction site, labor disturbances (whether directed against the Company or any other person if the effect is to interfere in any way with the progress of the Work), riots, civil commotion, malicious mischief, destruction, war, lack of availability or delay in delivery of materials or equipment, any act or neglect of the Owner or any causes beyond the Company's control.

9. Substitute Material. Company may furnish suitable substitutes of comparable quality for materials which cannot be obtained because of priorities or regulations of any governmental authority or because of nonavailability.

10. Termination or Failure of Payment. In addition to all other remedies provided by law:

(a.) In the event that the Owner tries to terminate this Contract, or if the Company terminates this Contract pursuant to Paragraph 10 (b.) below, Owner shall pay the Company in full for the cost of all labor, materials, equipment or supplies ordered, committed for or furnished up to and including the date of such termination, plus a sum equal to thirty-five percent (35%) of the balance of the unpaid contract price.

(b.) Owner agrees that if it fails to make any payment to Company when due, or stops the work for a ten (10) day period, then the Company may, upon five (5) days written notice to Owner, terminate the Contract; whereupon Owner shall immediately pay the Company as set forth in Paragraph 10 (a.) above.

(c.) **Final Payment:** Except as otherwise expressly agreed in the Special Conditions, if any, final payment shall become due within ten (10) days after completion of the Company's work. The Work shall be considered complete and final payment may be invoiced when lines, or nets (if furnished), are installed. Opening of an installation or use of the Work shall be considered acceptance as complete by the Owner.

11. **Overtime:** When overtime work is requested by the Owner and agreed to by the Company, the Company shall be paid all additional costs (including fringe benefits) of premium labor, plus fifteen percent (15%) for overhead. Such additional costs shall be paid at the time of the next payment due to the Company. Overtime shall include hours before 8:00 AM or after 4:30 PM, and any hours on Saturday, Sunday or Holidays.

12. **Owners Liability Insurance:** Owner shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may maintain such insurance as will protect it against any claims which may arise from operation under this Contract.

13. **Settlement; Work By Others:** Company shall not be responsible for settlement of surface nor shall the Company be responsible for defects in construction caused by or attributable in whole or in part to the work of others.

14. **Limited Warranty:** Company warrants that all equipment and material furnished and installed by it and incorporated in the Work shall be new, unless otherwise specified, and that the work hereunder shall perform in accordance with this Contract. The Company, upon request, shall assign to Owner such guarantees and warranties as are issued by the manufacturer and/or supplier of any materials used in the performance of this Work (if any), to the extent assignable. The Company makes no warranties or representations, express or implied, other than those stated herein, and no representations or additional warranty made by an employee or agent of the Company shall be binding on the Company. **THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** The liability of the Company under this Contract shall be limited to the amount received by the Company under this Contract, and in no event shall the Company be responsible or liable for any consequential or incidental damages, including, but not limited to losses arising out of injuries to person or property, loss of profits or expense incurred by the Owner caused by alleged defective materials and/or performance. Without limitation on the foregoing, Owner and Company acknowledge and agree that tennis court repair work is subject to a number of factors that may influence whether a repair is or is not successful and, for successful repairs, the duration of that success. The Company does not warrant or guarantee the success of the Work or, if successful, the duration of that success.

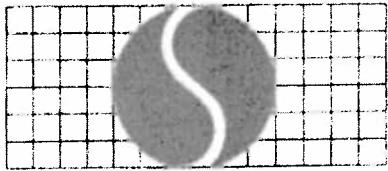
15. **Unanticipated Subsurface Materials:** In the event that rock or other materials are encountered during construction which cannot be removed or compacted with regular earth excavating and compacting equipment, any and all special equipment and operations such as but not limited to rock drilling, rock excavating, blasting or other special equipment or processes will be billed on a time and materials basis and shall be paid by the Owner in addition to any other amounts due hereunder. Owner will be given notice of the condition prior to the Company proceeding under this clause.

16. **Jurisdiction, Venue, Waiver of Jury Trial:** The Company and the Owner each waive the right to trial by jury and each consent to jurisdiction and venue in the Circuit Court located in the City of St. Louis, Missouri as the exclusive forum for the resolution of any disputes or disagreements arising out of this Contract and/or the Work performed hereunder and/or interpretation hereof.

17. **Lien Disclosure:** Pursuant to Section 429.012, Rev. Stat. of Mo., the following notice is hereby given to the Owner.

Notice to Owner

FAILURE OF THE COMPANY TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICE TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, R.S. MO. TO AVOID THIS RESULT, YOU MAY ASK COMPANY FOR LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICE FOR THE WORK DESCRIBED HEREIN. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



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This proposal is subject to, includes and incorporates the Standard Conditions which are Attached hereto and which are a part hereof. By accepting this proposal, the person(s)/entity Signing (hereinafter, "Owner") accepts and agrees to be bound by the Standard Conditions, And represents and warrants that Owner is the sole owner of the real estate on which the Work set forth above (the "Work") will be constructed and acknowledge the Owner has read The Standard Conditions. Upon acceptance, this proposal including the Standard Conditions And any attached Specifications and Special Conditions becomes our entire contract.

ACCEPTED: CITY OF COLUMBIA, ILLINOIS

STRASSNER TENNIS COURT BUILDERS

Base Bid:

By _____

By William L. Bishop

WILLIAM L. BISHOP

Date: _____

Date: April 27, 2011

Alternate #1:

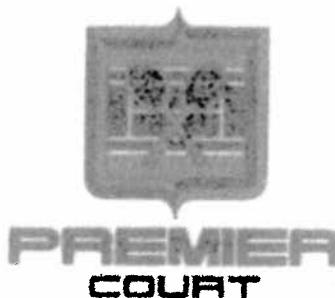
By _____

By William L. Bishop

WILLIAM L. BISHOP

Date: _____

Date: April 27, 2011



MANUFACTURER'S WARRANTY

Warranty Conditions: Premier Concepts, Inc. (Manufacturer) manufactures *PREMIER COURT*. Subject to the terms and conditions stated herein, Manufacturer warrants that, **for a period of twenty-five (25) years** under unlimited hours of normal tennis play, *PREMIER COURT*:

- will not deteriorate from rot, mildew, microbacteria, alkali, detergent, smog, or other ecological influences, including snow, ice or temperature variation;
- will not separate along the seams;
- will retain substantially, its tensile stability and resiliency of its foam underlayment; and
- will retain reasonable consistency in the ball bounce height and skid-speed qualities.

In the event *PREMIER COURT* fails one or more of the above described warranty conditions, Manufacturer shall, at its sole discretion and at its sole expense, repair or replace, the entire *PREMIER COURT*, or just a portion thereof, in order to correct the defective condition.

Requirements: Manufacturer's Warranty shall not be valid, unless:

- Manufacturer Certified Installer has provided Manufacturer with Notice of Installation certifying that the Project was properly supervised and installed in compliance with the established Manufacturer's Installation Procedures;
- This Notice of Installation form is executed and submitted to Manufacturer within 30 days after completion of the Project; and
- Customer provides Manufacturer and Installer with written notice, within 30 days from the date Customer first discovers the problem, describing the details of the problem.

Manufacturer reserves the right to investigate the reported problem to determine the validity of the problem and the extent of any warranty coverage.

Limitations of Warranty: Manufacturer's Warranty shall be limited to repair or replacement of the *PREMIER COURT*, as specified herein. Under no circumstances shall Manufacturer provide any warranty for any defects in the material, quality, or workmanship of the *PREMIER COURT*, or for any damages or liabilities, in connection with, arising from, or resulting from:

- acts of God, or conditions beyond Manufacturer's control;
- negligent installation by Installer;
- negligent use, maintenance or upkeep of the Project by Customer;
- any base, or sub-base conditions existing prior to the installation of the *PREMIER COURT*, including any and all preparation work performed by Installer;
- any manufacturing, preparation and/or application of any coating paint onto the *PREMIER COURT*; or
- any failure to comply with the Requirements stated herein.

Project Name:

Project Address:

Project Owner:

Date of Installation:

Description of the Installation:

Installed By: