Town of Cortland

Agenda Request

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ **RESOLUTION** ☐ **ORDINANCE** ☐ **INFORMATION** ☒ **OTHER**

DATE PREPARED: MAY 29, 2019 **FOR MEETING ON: JUNE 10, 2019**

DESCRIPTION/TITLE: **APPROVE TSR CONCRETE COATINGS CONTRACT IN THE AMOUNT OF $5,250 FOR WASH BAY AREA OF PUBLIC WORKS BUILDING**

REQUIRED ACTION: **MOTION TO APPROVE**

STAFF/COMMITTEE RECOMMENDATION:

STATEMENT OF CONCERN/SUMMARY: **THE FUNDS FOR THIS PROJECT HAVE BEEN BUDGETED.**

AGENDA PLACEMENT:

☐ BOARD REVIEW OF PENDING BUSINESS ☒ NEW BUSINESS ☐ CONCERNS ☐ STAFF REPORTS
☐ COMMITTEE OF THE WHOLE ☐ PRESIDENT'S REPORT ☐ CONSENT AGENDA ☐ UNFINISHED BUSINESS
☐ PUBLIC HEARING

Prepared by: John Kocher Approved by: Russ Stokes, Mayor Date: May 29, 2019

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TSR
CONCRETECOATINGS

844-A-NEW-FLOOR

Mailing Address:
201 E Railroad St. Lena, IL 61048

Office Address:
201 E Railroad St.
Lena, IL 61048

Customer Information

John Kocher 250 s Halwood Cortland IL 60012	(815)761-5837 Streets@cortlandil.org	**Date: 05/28/2019** Rep: Josh Smull

Buyer and seller, in consideration of the mutual promises contained herein, agree to the following:

CONCRETE COATING PURCHASE AGREEMENT

Diamond Profile for Permanent Adhesion	YES
Diamond Profile Cracks and Imperfections to Prepare for Mender Application	YES
Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth	YES
Apply Polyurea Basecoat Evenly to Surface	YES
Broadcast Generous Amounts of Acrylic Chip	YES
Flake Color - No Changes within 14 Days	Slatestone
Project Size	936
Project Type	Commercial, Garage
Current Floor Condition	Good
Coating Texture No Silica: coating will not have any additional slip resistance beyond the normal media broadcast	
Remove Excess **Media** Broadcast by Scraping	YES
Apply Polyaspartic Top Coat	YES
Lifetime Warranty on UV Stability	YES
5 Vear Commercial Warranty on Chipping, Peeling and Delamination	YES
Warranty Does Not Cover Substrate Failure Via Cracks/Crumbling or Iron Oxide Penetration	YES
**Disclaimer•• Any and all hard surface flooring should be considered slippery when wet. Always use caution and common sense	

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Additions, Notes, Special Instructions:

City yard wash Bay Area

PLEASE NOTE, ANY SERVICES OR ITEMS NOT WRITTEN INTO THIS AGREEMENT WILL NOT BE INCLUDED OR PERFORMED.

TSR to provide all permits and bonds. All electrical work to be done by others. Remove all job related debris. The process of installation requires the preparation of site and the supply and installation of products described above with all ancillary hardware. The Company shall not be responsible for the moving of any gas, electrical, wiring, plumbing, or telephone installations. You shall at your own cost,make suitable arrangements for such work prior to the time the Company begins work and shall acquire any permits necessary for the Company to perform the work provided herein. You agree to pay cash according to the terms shown below or, if your credit is approved, to sign a note whether or not provided by us for payment of the amount due. You also agree to sign a completion certificate upon completion of the work. If you fail to pay according to the terms below and have not signed a note the entire unpaid amount becomes immediately due and you must pay a collection cost equal to our actual costs of collection, up to 15% of the total amount you owe plus attorney's fees and court costs. In addition, you understand that by failing to pay according to the terms below, the Company may have a claim against you which may be enforced against your property in accordance with the applicable lien laws. Unless otherwise specified it is understood that you are ready for this work to begin. If you refuse to permit the Company or their representatives to proceed with the work herein, or in the event of any other breach of this agreement, for any reason whatsoever, shall cause you to pay to the Company a sum of money equal to 75% (Seventy-Five Percent) of the price agreed to be paid, as fixed, liquidated and ascertained damages, and not as a penalty without further proof of loss or damage.

You, the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. This sale is subject to the provisions of the Home Solicitation Sales Act and the Home Improvement Act. This instrument is not negotiable.

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05/28/2019	05/28/2019
Date	Date

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TSR Concrete Coatings

Mailing Address:
644 N. Quail Dr
Lena, IL 61048
(844) A-NEW-FLOOR

PROJECT AGREEMENT
Transaction Date: 05/28/2019

John Kocher
250 s Halwood
Cortland IL 60012
(815)761-5837
Streets@cortlandil.org

Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of TSR Concrete Coatings ("Contractor") as listed herein and on the accompanying specification sheet(s), in accordance with the terms and conditions described on the front and reverse of this Agreement and on the front and reverse of the attached project Agreement(s) (collectively, "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement.

Projected Install Date	07/11/2019
Total	**$5,250.00**
Non-Refundable Deposit	$1,050.00
Payment Due Upon Completion	**$4,200.00**
Form **of Payment**	Check
Check#	0000
Check Date	05/28/2019

Buyer(s) hereby acknowledges that the Lead Poisoning Prevention Program was explained to them which includes the potential risk of lead hazard exposure from renovation activity to be performed in Buyer's home, at the address written above. Buyer(s) was informed of this information on the date of this Agreement, before commencement of work.

Buyer(s) agrees and understands that this Agreement constitutes the entire understanding between the parties, and that there are no verbal understandings changing or modifying any of the terms of this Agreement. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement, including the two attached Notices of Cancellation, on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.

Josh Smull
05/28/2019
Date

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05/28/2019
Date

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