

RESOLUTION NO. 19-2568

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROPOSAL OF FAST-DRY COURTS, INC. FOR TENNIS COURT RESURFACING AT THE SURFSIDE TENNIS CENTER; APPROVING THE PROPOSAL AND CONTRACT IN SUBSTANTIALLY THE FORM ATTACHED AS EXHIBIT "A"; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE CONTRACT WITH ANY CHANGES OR ADDENDUM AS REQUIRED BY THE TOWN ATTORNEY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE CONTRACT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") solicited three quotes from vendors for resurfacing of the asphalt tennis courts at the Surfside Tennis Center System, as required for maintenance and preventive upkeep of the facility ("Work"); and

WHEREAS, Fast-Dry Courts, Inc. ("Contractor") submitted the proposal attached hereto as Exhibit "A" ("Proposal") for the Work in the amount of \$12,500.00, and the Town Commission, upon recommendation of staff, wishes to select the Proposal of Contractor as the lowest, responsive and responsible bid for the Work; and

WHEREAS, Contractor has agreed to perform the Work upon the terms and conditions set forth in the Proposal and Contract attached hereto as Exhibit A"; and

WHEREAS, the Town wishes to approve the Proposal and Contract and authorize the Town Manager to enter into same, in substantially the form attached as Exhibit "A", subject to any changes or addendum as required by the Town Attorney, and finds that the Work is necessary for the proper maintenance and preventive upkeep of the facility.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2. Approval and Authorization.** The Proposal and Contract for the Work, substantially in the form attached hereto as Exhibit "A", is approved, subject to such changes or Addendum as may be required or acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Manager is authorized to execute the Proposal and Contract on behalf of the Town.

**Section 3. Implementation.** The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution.

**Section 4. Authorization to Expend Funds.** The Town Manager is authorized to expend the amount of \$12,500.00 for the Work.

**Section 5. Effective Date.** This Resolution will become effective upon adoption.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of March, 2019.

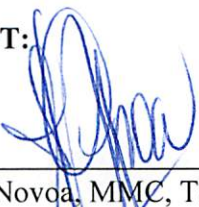
Motion by Commissioner Karukin.  
Second by Commissioner Cohen.

**FINAL VOTE ON ADOPTION**


Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

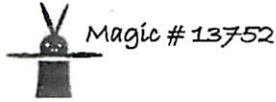
  
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



**Fast-Dry Courts**

1400 N.W. 13<sup>th</sup> Avenue  
Pompano Beach, FL 33069

December 10, 2018

Tim Milian  
Town of Surfside – Surfside Tennis Center  
9301 Collins Avenue  
Surfside, Florida 33154

Telephone: 305-866-3635  
E-mail: [tmilian@townofsurfsidefl.gov](mailto:tmilian@townofsurfsidefl.gov)

Dear Tim:

I have attached our proposal to resurface three asphalt tennis courts at Surfside Tennis Center as per our May quote. The total contract amount is **\$12,500.00**. Please refer to the attached pages for all specific details.

Upon receipt of the accepted contract and deposit, we will place your work into our schedule. Be sure to initial each page where indicated, add or correct the Project Owner/Location/Billing information on the first page, and **confirm any color choices** at the signature page.

If you have any further questions please contact (954) 979-3111.

Sincerely,  
FAST-DRY COURTS, INC.

JEFFREY McCLURE

Sales

/ka

Construction  
Resurfacing



Maintenance  
Supplies

National: 1-800-432-2994 • Local: (954) 979-3111 • Fax: (954) 979-1335

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December 10, 2018

## TENNIS COURT RESURFACE CONTRACT FOR TOWN OF SURFSIDE

### GENERAL CONDITIONS

**a. Confidentiality:** This bid is being submitted to the Owner, hereinafter named, as a confidential bid for Owner's exclusive use and information. This bid contains confidential information that may be detrimental to Fast-Dry Courts, Inc. if the contents herein are disclosed to its competitors.

**b. Scope & Owner:** FAST-DRY COURTS, INC., hereinafter called "Contractor," offers to resurface three (3) all weather tennis court for:

Project Owner: Town of Surfside, hereinafter called "Owner"

Project Owner Contact: Tim Milian

Project Owner Address: 9301 Collins Avenue, Surfside, Florida 33154

Project Owner Telephone: 305-866-3635

Project Owner Email: [tmilian@townofsurfsidefl.gov](mailto:tmilian@townofsurfsidefl.gov)

**c. Project Location:** Fast-Dry Courts, Inc. will complete the above referenced project at the following location:

Project Address: Surfside Tennis Center, 9301 Collins Avenue, Surfside, Florida 33154

Project Address Telephone: 305-866-3635

**d. Project Billing/Invoicing Location:** Fast-Dry Courts, Inc., will forward all progress invoices for payment for the above referenced project to the following location:

**Billing Address:**

**Billing Contact Name:**

**Billing Telephone:**

**Billing Fax:**

**Billing Email:**

**e. Standards:** The Contractor shall perform all work in a thorough, workmanlike manner and conform to standards for Florida hard court construction as prescribed by the American Sports Builders Association and the United States Tennis Association. All labor shall be non-Union.

**f. Building Permits:** Although permits are normally not needed for resurfacing and maintenance, if Owner's community requires any permitting, the Contractor shall obtain and Owner shall pay for the building permits, licenses or similar fees, and inspection fees.

**g. Site Facilities/Owner Responsibilities:**

(1) The **Owner** shall provide and maintain reasonable access to the court(s); a stable access road +/- ten feet wide for trucks and equipment to courtside, an area adjacent to the site for storage and preparation of materials; and adequate water outlets within one hundred feet of the work area.

Initial \_\_\_\_\_

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(2) Landscaping, Furniture & Equipment: The Owner shall be responsible for all landscaping, grass, and shrubs outside the court perimeter to be lower than the court surface to aid in proper water drainage from the court. Owner shall cut away/prune all roots outside court area and shall clean all debris from the court perimeter prior to Contractor's proposed work herein. Any portable court furniture or equipment shall be removed and secured by Owner prior to Contractor's commencement.

(3) Sprinkling Systems: The Owner shall keep all sprinkler systems that may cause water to fall upon the tennis courts off during the resurfacing work and for a minimum of one day after completion. Any water damage to newly applied coatings shall be repaired at Owner's additional expense. Watering systems typically will stain or discolor the court surfaces they are allowed to spray.

(4) The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations, i.e. damage to sod/landscaping, sprinkler lines, pavements, etc.

**h. Materials:** The Contractor shall use acrylic surfacing materials. Upon completion of the resurfacing work there may be visible traces of "squeegee shadowing". This is a natural occurrence and one that will blend in over a period of time. This does not have any negative effect on the court or its playability.

**i. Insurance:** The Contractor shall maintain reasonable insurance coverage including Workers' Compensation, comprehensive liability and property damage insurance.

**j. Guarantee:** The Contractor warrants all tennis court work done under this contract against defective materials and workmanship for a **period of three (3) years** from date of completion. This guarantee excludes normal wear and tear, physical abuse or neglect and any other conditions beyond the Contractor's control, **such as sub base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, rust spots caused by iron particles in the asphalt or sand, etc.** Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soft soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon Owner's failure to adhere and comply with the payment schedule outlined below.

*I have read the guarantee and exclusions (please initial) \_\_\_\_\_*

**k. Cleanup:** The Contractor shall at all times keep the premises clean and free of accumulated waste materials and rubbish caused by the operations. At the final completion of the work, all wastes and debris shall be removed from the site.

**l. Contract Price and Payment Schedule:** The **Owner** agrees to pay the contract price of **\$12,500.00** in progress payments, as follows:

Initial deposit of \$6,250.00 is due upon execution of the contract. **Accepted contract and initial deposit must be received before work can be put into Contractor's schedule.**

\$3,125.00 is due on or before commencement of work or material delivery.

Balance of \$3,125.00 is due upon application of playing lines and completion of the work under this contract.

All payments shall be made in U. S. Dollars.

All options and/or change orders shall be billed separately under their own payment schedules.

All Change Orders will be signed by both parties before changes can be made.

All materials, either installed or stored on site shall remain the property of the Contractor until paid for in full by the Owner.

Any past due amounts shall be subject to an interest charge of 1-1/2% per month

**Initial** \_\_\_\_\_



The Owner agrees that if he fails to make payments to the Contractor as herein provided, the Contractor shall cease work until such payment is made, and for the remainder of the job the Contractor shall require payment in advance for all work performed.

Any non-compliance with the terms of payment shall void the guarantee herein.

**m. Successors:** The terms and conditions contained herein shall apply to and bind the heirs, successors, executors and administrators of the parties.

**n. Attorney's Fees and Costs:** In the event of any dispute, litigation, or enforcement action arising out of or related to this Agreement or the project, the prevailing party shall be entitled to recover its attorneys' fees and costs, including those incurred during litigation, mediation, trial, any appeals(s), and any post-judgment collection proceedings.

**o. Notice and Opportunity to Cure:** In the event that the Owner discovers any default by Fast-Dry of its work or its obligations under this Agreement, the Owner shall serve Fast-Dry with written notice of such default(s), specifically identifying the defaults, and then Fast-Dry shall be provided with a reasonable period of time within which to cure its default(s), taking into consideration the particular activities and time required to cure the default(s). In the event that Fast-Dry commences to cure its default(s) within a reasonable period of time following notice and continues its activities to cure its default(s) in a reasonable manner, the Owner shall not be entitled to take any adverse action (such as withholding payment, terminating the contract, or ordering them off the job) against Fast-Dry during the time of their curing activities. In the event that Fast-Dry fails to cure its default(s) within a reasonable period of time following receipt of the written notice of default, then Owner shall then be entitled to terminate the contract and take what other legal rights it may have against Fast-Dry as a result of the default(s).

**p. Payment of Undisputed Funds:** The Owner must pay Fast-Dry all undisputed amounts when due and may only withhold payment for specific items of work that Fast-Dry has not actually performed or for items of defective work that Fast-Dry has failed to correct in accordance with the Notice and Opportunity to Cure provision."

**p. Period of Acceptance:** This quotation expires thirty (30) days from date unless otherwise extended or terminated in writing by Contractor

**q. Construction Scheduling:** All work proposed herein will be tentatively scheduled once a signed contract and deposit check are received. The actual start date will be determined by permit issuance, availability of materials, current work load, rain delays, and when future commitments are considered.

**r. Project photos:** The Owner agrees and acknowledges that Fast-Dry Courts, Inc. may take photographs of the project before, during and after completion. The Owner agrees to allow Fast-Dry Courts, Inc. to use any project photos taken for advertisements, award applications and other promotional purposes.

## **SPECIFICATIONS**

**a. Work Standards:** All of the following court reconditioning shall take place only inside the fence line of three (3) asphalt tennis courts in one battery measuring 155' x 120'.

**b. Court Preparation:** Remove all loose dirt, mildew, oil spots, and foreign matter from the court area. Pressure clean surfaces as needed.

**Initial** \_\_\_\_\_

c. **Patching:** Patch all birdbaths holding water deeper than 1/8" one hour after flooding. If the court area does not have a minimum slope of one inch in ten feet in one plane, the Contractor cannot guarantee the removal of water. *Birdbaths* are defined as any areas where standing water more than 1/8" remains after drainage of the area has ceased and after one hour at 70 degrees Fahrenheit in sunlight.

d. **Crack Repair:** Patch cracks wider than 1/16" (thickness of a US quarter) by scraping, compacting or grinding down as needed. Cracks less than 1/16" will be filled with acrylic resurfacer. **CONTRACTOR CANNOT GUARANTEE THAT CRACKS WILL NOT REAPPEAR.**

e. **Resurfacer Course:** Over the entire court area, apply one (1) coat of Laykold acrylic resurfacer concentrated acrylic latex binder fortified with mineral fillers, fiber and silica sand to fill in surface voids and to even out minor surface irregularities to provide a leveling and filler coat for succeeding color applications

f. **Acrylic Textured Color Course:** Over the entire court area, apply two (2) coats of Tropiccoat ® surface acrylic color plus silica sand to provide a tough, durable, textured surface.

g. **Playing Lines:** Accurately locate, mark, and paint two inch wide playing lines in accordance with U.S.T.A. regulations, using white striping paint of a heavy bodied acrylic latex compounded with pigments and mineral filler to form a high hiding line for application to asphalt or acrylic color-coated surfaces on lightly trafficked areas.

h. **Repaint Net Posts:** Contractor will repaint existing net posts (black).

UPON ACCEPTANCE and return to us, this proposal becomes our entire contract.

ACCEPTED:

**FAST-DRY COURTS, INC.**

**Court Colors to be chosen by Owner from attached Tropiccoat Color Chart. Colors must be confirmed at contract signing in order for contract to be processed.**

\_\_\_\_\_ (Interior Court)                      \_\_\_\_\_ (Perimeter Court)

NET POST COLOR: \_\_\_\_\_ (Please indicate black or green)

By \_\_\_\_\_

By  \_\_\_\_\_

Printed Name: \_\_\_\_\_

JEFFREY MC CLURE

Title \_\_\_\_\_

Title Sales \_\_\_\_\_

Date \_\_\_\_\_

Date December 10, 2018 \_\_\_\_\_