

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2011-67

Council Meeting Date: 02-14-2011

Date Adopted: 02-14-2011

TITLE: RESOLUTION APPROVING PURCHASE ORDER NO. 40725 FOR AMERICAN TENNIS COURTS, INC, IN THE AMOUNT OF \$14,095.00

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Cucco.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve purchase as follows:

Purchase Order #	-	40725
Capital - Recreation	-	15—255-915-3-40027
Amount	-	\$ 14,095.00

Said purchase order is made and approved in the form as attached hereto and made a part thereof. Funds for said purchase order are certified available from Current Budgeted Appropriations.

APPROVED, this 14th day of February, 2011.

ATTEST:

Wendi B. Barry
Borough Clerk

BOROUGH OF NEW PROVIDENCE PURCHASE ORDER

40725

360 ELKWOOD AVE

Community Activities-77

AMERIT

NEW PROVIDENCE, NJ 07974-1838

www.newprov.org

SIGN & RETURN TO ADDRESS ABOVE

DATE	2/9/2011
PAGE NO.	1
CHECK NO.	
TAX EXEMPT NO. 22-6002132	

VENDOR	SHIP TO
AMERICAN TENNIS COURTS, INC. 4051 North Point Road Baltimore, MD 21222-3699	RECREATION DEPARTMENT BOROUGH OF NEW PROVIDENCE 360 ELKWOOD AVE NEW PROVIDENCE, NJ 07974 Attn: TZU-LIN TONER

SPECIAL INSTRUCTIONS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Refurbishment of 4 Municipal Tennis (Back) Courts per 2/3/2011 Proposal. 15--255-915-3-40027	1	14,095.00	14,095.00
NO ORDER VALID UNLESS SIGNED BELOW			TOTAL →	14,095.00

CERTIFICATION OF AVAILABLE FUNDS

PURCHASING AGENT

FINANCE DEPARTMENT

DEPARTMENT HEAD CERTIFICATION

I certify that the materials and supplies have been received or the services rendered.

AUTHORIZED SIGNATURE

DATE

APPROVAL FOR PAYMENT

COUNCIL MEMBER

DATE

ADMINISTRATOR

DATE

VENDOR CERTIFICATION AND DECLARATION



I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.



VENDOR SIGN HERE

TITLE

DATE

VENDOR SOCIAL SECURITY NO. OR TAX I.D. NO.

VOUCHER - SIGN AT (X) AND RETURN FOR PAYMENT (SEE CONDITIONS ON REVERSE SIDE)

B O R O U G H O F
NEW PROVIDENCE

SETTLED IN 1720

J. Brooke Hern, Mayor
Tzu-Lin Toner, Director of
Community Activities

TO: Doug Marvin, Borough Administrator
FROM: Tzu-Lin Toner, Community Activities Director
DATE: February 9, 2011
RE: American Tennis Courts – P.O. #40725

Please find attached the “American Tennis Courts” purchase order #40725 for crack sealing and complete painting of the **four unlit** courts nearest Our Lady of Peace Church parking lot.

The **\$14,095** stated in the P.O. is in line with the Borough Engineer’s proposal/estimate approved by Council on September 27, 2010 (Resolution 2010-269). This is part of the \$155,000 total amount of the proposal for the reconstruction of the four lit courts and the crack repair of the four unlit courts.

The proposed method of crack repair of the unlit courts should last 1-2 years/seasons. NOTE: Should the Recreation Core Area plan be approved, the earliest execution date is one year from approval due to required DEP surveys. As such, regardless of the outcome of the Recreation Core Area plan, the proposed crack repair is an immediate need and not a wasted expenditure.

Upon Council approval of this P.O., we plan to proceed with the crack repair of the four unlit courts this spring (March/April) as soon as the weather permits.



February 3, 2011

Ms. Tzu – Lin Toner
New Providence Borough
360 Elkwood Avenue
New Providence, NJ 07974

RE: Refurbishment of Four (4) Tennis Courts. (Back Courts)

Dear Mrs. Toner:

We are pleased to submit to the New Providence Borough (the "Customer") the lump sum price of **\$14,095.00**, to perform the following work at the above referenced project.

- A) Clean edges and stains on tennis courts by means of a high-pressure power wash system to allow for the proper bonding of all new materials. The Owner is responsible to supply water.
- B) Clean and remove dirt and debris from all structural cracks.
- C) Fill all structural cracks with **LATEX-ITE®** Acrylic Crack Sealing Compound. (NOTE: The existing cracking is structural and will continue to reappear.)
- D) Furnish and install **two (2)** coats of **LATEX-ITE®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the color(s) of your choice.
- E) Layout, tape and hand paint playing lines with **LATEX-ITE®** Acrylic Line Paint.

GUARANTEES

We shall guarantee the materials and workmanship for a period of two (2) years from date of substantial completion. This warranty is limited to the newly installed **LATEX-ITE®** Acrylic Color Surface only and does not cover any situations arising from normal wear and tear, negligence, misuse, abuse, vandalism and/or acts of God. The appearance or reappearance of surface and/or structural cracking or any conditions caused by settlement and/or standing water are not covered.

Ms. Tzu – Lin Toner
New Providence Borough
Refurbishment of Four (4) Tennis Courts. (Back Courts)
February 3, 2011
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CONDITIONS

Permits, if necessary, to be obtained by and paid for by others. American Tennis Courts, Inc. will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. American Tennis Courts, Inc. is not responsible and Customer agrees to hold American Tennis Courts, Inc. harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. The cost to repair any unforeseen failure of the existing sub-base, base, surface or fence system that is encountered during the execution of this contract, will be charged to the Customer on a time plus materials basis. Vegetative growth on and around court area to be treated with herbicide and/or removed by others, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by others. Due to the temperature and climatic conditions, the **LATEX-ITE®** surfaces may not be installed when the ambient temperature is less than 55 degrees Fahrenheit, or when rain is imminent. Quoted price is based upon performing the proposed scope of work in a single mobilization. Any additional mobilization(s) that are required due to any negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of American Tennis Courts, Inc. shall result in an additional charge to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization. All obstructions, e.g.: divider curtains, ball machines, ball hoppers, etc., which impedes performance of our scope of work, are to be removed by others prior to start of work. All items removed by others are to be replaced by others. Others shall pay for the cost for the removal and replacement of obstructions. Customer will be responsible for prohibiting access on courts by general public, animals, wildlife, employees, club members and others during performance of our work. Any damages resulting from persons other than employees of American Tennis Courts, Inc. shall be the responsibility of Customer. Crack repair work does not include repairs of cracks around fence post footers. This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and American Tennis Courts, Inc. In the event the Customer accepts this proposal, but requires American Tennis Courts, Inc. to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail. American Tennis Courts, Inc. shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond American Tennis Courts, Inc.'s control. In the event American Tennis Courts, Inc.'s work is impacted, delayed and/or accelerated due to an event or events beyond American Tennis Courts, Inc.'s control, American Tennis Courts, Inc. shall be entitled to recover impact, delay and/or acceleration controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if American Tennis Courts,

Ms. Tzu – Lin Toner
New Providence Borough
Refurbishment of Four (4) Tennis Courts. (Back Courts)
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Inc., in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If American Tennis Courts, Inc. elects to arbitrate; Subcontractor expressly consents to arbitration in Baltimore County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If American Tennis Courts, Inc. in its sole discretion elects to waive arbitration, any controversy or claim shall be resolved by formal litigation in a court of competent jurisdiction in the State of Maryland, and the Customer consents to the personal jurisdiction of the State of Maryland. This proposal shall be construed in accordance with the laws of the State of Maryland.

PAYMENT TERMS

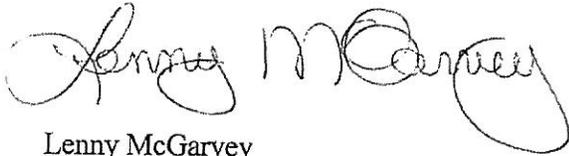
Properly authorized Purchase Order upon acceptance of proposal, and balance due upon completion of stated work. If Customer fails to pay American Tennis Courts, Inc. in accordance with the payment terms set forth in this proposal, Customer agrees that it shall be responsible for reimbursing American Tennis Courts, Inc. the costs of collections, including but not limited to American Tennis Courts, Inc.'s reasonable attorneys' fees, pre-judgment interest in the amount of 1.5% per month, filing fees, expert fees and, if applicable, arbitration and/or mediation fees and expenses. Payment to the Customer by others shall not be a condition precedent to Customer's obligation to pay American Tennis Courts, Inc., it being the express understanding of the Customer that the Customer shall bear the sole risk of nonpayment by others and that the Customer's failure to obtain payment for American Tennis Courts, Inc.'s work shall in no way excuse the Customer of its obligation to pay American Tennis Courts, Inc. for work performed pursuant to this proposal. Customer agrees to pay American Tennis Courts, Inc. in full, including retain age (if applicable), within 30 days after the work set forth in this proposal has been completed.

Ms. Tzu – Lin Toner
New Providence Borough
Refurbishment of Four (4) Tennis Courts. (Back Courts)
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CLOSING

If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 1-410-477-4400, EXT.127.

Very Truly Yours,
AMERICAN TENNIS COURTS, INC.



Lenny McGarvey
Estimator

Customer:

Signature

By: _____
Print Name

Title

Date: _____

Tennis court color(s) desired:

_____ (Playing area)

_____ (Border)



The Courtyard
 411 Route 34, P.O. Box 117
 Colts Neck, NJ 07722
 (732) 462-8866
 Fax (732) 462-8932
 www.theracquetshop.com
 Email: billy@theracquetshop.com

Tennis Court Construction Division

PROPOSAL/ CONTRACT

PURCHASER: Borough of New Providence Recreation
360 Elkwood Avenue
New Providence, NJ 07974

DATE: February 10, 2011

DESCRIPTION OF PROJECT:

Fill cracks and resurface 4 tennis courts (non-light courts of 8 total courts at site) located on Springfield Avenue.

As VENDOR, we propose to provide PURCHASER with all labor, materials, tools, equipment, and supervision necessary to complete in a thoroughly workmanlike manner the installation of the afore mentioned project, below described.

For the total consideration of \$ 16,850.00 (plus applicable sales tax) payable as follows:

Contract Execution	\$ 6,850.00
Job Completion	\$ 10,000.00

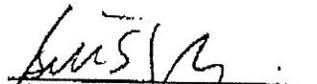
DESCRIPTION OF WORK CONTRACTED

- . Prepare existing asphalt surface
- . Clean out existing cracks
- . Fill cracks, level bird-baths
- . 1 coat Acrylic Resurfacer (filler, binder coat)
- . 2 coats Fortified Plexipave (texture, color coats)
- . Paint lines for tennis courts

Note: There will be no guarantee on the crack repair.

This proposal becomes a contract only upon execution within thirty (30) days from the date hereof. The Racquet Shop shall exercise reasonable care in utilizing the access and work areas but cannot be responsible for damage caused by normal construction operations (e.g.: damage to sod, landscaping, sprinkler lines, pavement access, etc.). Payments after the due date as indicated on the invoices shall be considered late and are subject to interest charges of 18% per annum or 1 1/2% per month. Customer responsible for any and all charges associated with legal/collection costs incurred to collect this debt.

PROPOSAL BY:


 Bill Shaughnessy, Vendor
 The Racquet Shop, Inc.

ACCEPTANCE BY:

 New Providence Recreation
 Purchaser

Toner, Tzu Lin - Recreation

From: halecon@verizon.net
Sent: Friday, February 04, 2011 3:42 PM
To: Toner, Tzu Lin - Recreation
Subject: Re: RE: New Providence Tennis Courts
Follow Up Flag: Follow up
Flag Status: Red

HALECON

The courts closest to the church parking lot were in the worst shape of the two batteries. Budget figures are as follows:

1. Crack repair 1800 LF @ 8/LF = \$14,400
 2. Recolor & stripe 2720 @ 8/ SY= \$21,760
- Total \$36,160

Note: Crack repair under item #1 consists of cleaning out cracks & filling with novacaulk

Feb 3, 2011 02:19:48 PM, TzuLin.Toner@newprov.org wrote:

Fred,

We would like the work done on the four courts closest to the church parking lot (not the ones closest to Springfield Ave). Assuming the four courts have a medium amount of cracks, are we talking about \$10,000-\$20,000? Or are we closer to the Armor crack repair system amount of \$45,000? Do you do a crack repair process cheaper than Armor?

Let's hope the snow melts soon.

Thanks,

Tzu-Lin

Tzu-Lin Toner

Director of Community Activities

Borough of New Providence

360 Elkwood Avenue

New Providence, NJ 07974

908-464-4430

From: halecon@verizon.net [mailto:halecon@verizon.net]
Sent: Thursday, February 03, 2011 7:50 AM
To: Toner, Tzu Lin - Recreation
Subject: Re: New Providence Tennis Courts