

Resurfacing of Martha Custis Tennis Courts Resolution Worksheet

Date: May 19, 2021

Suggested Motion:

"I move to approve Potomac Tennis to resurface the Martha Custis Courts at a cost of \$27,000 to come from Reserves 3900.404 Tennis Court Sealer.

2nd:

Vote:

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
James Konkel				
Dave Bush				
Jeff Lisanick				
Robin Woods				
Peggy Clancy				
Claire Eberwein				
Peter Ferrell				
Hector Mares				

FY22 Martha Custis Tennis Courts Resurfacing-Maintenance

Firm	Contact	Cracks Y/N	Number of Coats	Nets/Posts	Cost	Warrenty
Potomac Tennis, LLC 8208 Oakglen Road, Manassas, VA 20110	Franky Aguilar 571.501.8171	Y	3	Paint posts and replace nets	\$ 27,000.00	2 years
		Y	3	No	\$ 31,460.00	1 year
Resurface Inc. 11517 Robertson Drive, Manassas, VA 20109	Jeff Zingo 703.335.1950					
		N	3	No	\$33,232.00	1 year
Tennis Courts, Inc P.O. Box 297, Aylett, VA 23009	Herbert Osborn, Jr. 804.769.3030					



11517 Robertson Dr.
Manassas, VA 20109

Phone: 703-335-1950
Fax: 703-335-2002
WBE SWaM

March 19, 2021
JZ21-0100

To: **Parkfairfax Condominium Unit Owners Association**
3360 Gunston Rd
Alexandria, VA 22302

Phone: 703-498-0267

Attn: **Alonzo Alexander**

Email: aalexander@parkfairfax.info

We are pleased to submit the following in connection with:

Parkfairfax Community Tennis Courts

We propose to furnish all labor, materials, and equipment for the installation of the below-mentioned work in accordance with the current specifications and standards of the appropriate jurisdictions at the following prices:

Proposal Details				
Code	Description	Quantity	Unit	Total
16	SPORT COURTS			
	Resurface, Re-color, and Re-stripe Two Color Tennis Courts	4	LS	\$31,460.00
	1. Remove net and net posts (if sleeve mounted).			
	2. Fill any cracks using applicable SportMaster crack filling product(s) (Determined by size and type of crack).			
	3. Squeegee apply 1 coat of SportMaster Acrylic Resurfacer with sand.			
	4. Squeegee apply 2 coats of SportMaster ColorPlus Sport Surfacing System with sand.			
	5. Layout and stripe Tennis play lines on courts.			
	Notes:			
	1. SportMaster product information available online at: https://www.sportmaster.net/			

TOTAL THIS PROPOSAL: \$31,460.00

We acknowledge 0 addendums.

EXCLUSIONS - GENERAL

1. Engineering, stakeout, AS-built drawings, MOT plans
2. Bonds, permits, material testing, inspections
3. Erosion control, tree removal, root pruning, or tree protection services
4. Permanent seeding, sodding or mulching
5. Rock excavation
6. Relocation, removal, support or shielding of existing utilities
7. Removal of spoils generated by others

8. Water supply for equipment
9. Handling or disposal of asbestos or other toxic materials or additional work delays associated with same
10. Any operation not specifically outlined in the Schedule of Prices

TERMS AND CONDITIONS

This agreement is a valid and binding contract. The following terms and conditions apply and may be enforced in a court of law according to Virginia law.

1. **SCOPE OF WORK:** Resurface Inc. agrees to furnish all labor and materials to perform the job/project set forth on the other side of this form or the attached. Any work not set forth on the reverse shall be additional and accordingly shall have a separate and additional cost; Resurface Inc. will provide an estimate for any additional work contemplated by owner. Prices are based on ONE mobilization unless noted.
2. **PAYMENT:** The customer agrees to pay Resurface Inc. the amounts in this contract and any failure to pay upon completion of the work, or upon other terms agreed in writing beforehand, shall be considered a material breach of the contract and will trigger all rights and remedies for Resurface Inc. Those rights and remedies include but are not limited to: the rights to stop all work, file any liens allowable by law, and take all necessary steps towards collecting any due amounts well as any costs and overhead for the project. Additionally, the customer hereby agrees that he/she will pay costs of enforcements, including but not limited to, costs and reasonable attorney fees, as defined by judge's opinion.
3. **DATES:** The customer understands and agrees that dates (start/finish etc.) are dependent upon weather conditions, material availability, and the timely rendering of progress payments as set forth herein. Any delay caused by the events set forth herein, or other events considered unforeseeable by a reasonable person (beyond Resurface Inc.'s control or anticipation) shall not constitute a breach of the contract.
4. **WARRANTY:** Resurface Inc. warrants its work and the materials used in the project to be free from material defects and to be of good and sound workmanship for a period of One Year from the date of project completion. Minor discoloration, irregularities, and other minor aesthetic issues shall not be considered defects under this provision. Damage caused by natural disasters and/or others is specifically excluded from this warranty. Resurface Inc.'s sole responsibility shall be to repair or replace the defective material. Resurface Inc. specifically disclaims any warranties whatsoever, expressed or implied, for any services, materials, or equipment supplied to this project by a subcontractor, if any. This warranty is non-transferable and is void if total sale price is not paid in full in ten days. Additionally, **DRAINAGE IS NOT GUARANTEED ON ANY AREA NOT HAVING AT LEAST A 2% GRADE.** Warranty is voided if sealer or other resurfacing material is applied by any party other than Resurface Inc. There is no warranty against damage caused by snow plows, vegetation growth, oil/gas spill, erosion, settling, or sinking.
5. **BASE AND OTHER ISSUES:** The customer agrees that upon inspection by Resurface Inc., if any base is found to be defective, not of adequate depth, or otherwise unsuitable for any work considered herein, that upon notice from Resurface Inc., customer has the choice to either allow for corrective action to be taken at homeowner's expense or agrees to waive any warranties or claims as against Resurface Inc. Furthermore, should Resurface Inc. find any such conditions, it agrees to notify the customer promptly and to explain the issues presented. The customer agrees to pay for any and all work done at that point, whether or not the project is finished as set forth herein, based upon the customer's choice as to redial action.
6. **OWNER RESPONSIBILITIES:** Owner/Customer is responsible for the following:
 - a. Keeping all traffic off newly paved asphalt for a period of 5 days;
 - b. Damage to underground utility lines/facilities caused by equipment necessary to perform the contract if not marked by Miss Utility;
 - c. Adjustments of underground utility lines/facilities including but not limited to manhole covers, water valves, sprinklers, electronic fences, etc. unless otherwise stated in the contract;
 - d. Any damage to adjacent or nearby pavement, structures, vegetation, or other real or personal property including common areas; Resurface will take reasonable care to prevent any unnecessary damage.
 - e. Preventing work performed from being subjected to traffic or workloads in excess of design capacity;
 - f. Proper maintenance of surfaces; warranty is voidable if proper maintenance is not performed;
 - g. All required or recommended grading, back filling, re-seeding, planting, etc. after work is performed.
7. **PROPERTY/FENCE LINE:** The customer shall be solely responsible for the layout location of the project in relation to any fence or property line. The customer also agrees to indemnify and hold Resurface Inc. harmless from any claims brought by anyone, including but not limited to any third parties, including adjacent property owners over Resurface Inc.'s construction, installation and performance under the contract.
8. **ATTORNEYS' FEES:** If legal proceedings are instituted by Resurface Inc. to enforce any provision of this Contract or to collect any money due under this Contract, then Resurface Inc. shall be entitled to recover all attorney fees plus court costs and ancillary expenses.
9. **GOVERNING LAW:** This Contract shall be construed and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of law's provisions, and Resurface Inc. and customer agree that any disputes arising from this Contract and project shall be filed and litigated in either the Circuit Court or General District Court of Prince William County, Virginia regardless of where the contract was signed, or the project was located.
10. **UNENFORCEABILITY AND SURVIVAL OF TERMS:** If any provision of this agreement shall be held invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable

provision shall be replaced by such valid provision as most closely approximates the intention underlying it. Those terms which by their nature and context are intended to survive termination or expiration of this Agreement shall so survive.

11. ENTIRE AGREEMENT: This Contract embodies the entire agreement between the parties, and supersedes all prior contracts and agreements, whether written or oral, relating to the subject matter herein. This agreement may not be modified or amended except by the mutual written agreement of the parties. This Contract is not binding upon Resurface Inc. until accepted and signed by a duly authorized officer of Resurface Inc.

Resurface Incorporated
11517 Robertson Dr.
Manassas, VA 20109
Virginia Class A Contractors License # 2705114805
Classification: Paving

We propose, hereby to furnish materials and labor complete in accordance with the above specifications for the sum of **\$31,460.00.**

NET 10 DAYS ON INVOICE

NO RETENTION

Proposal may be withdrawn by us if not accepted within thirty (30) days.

INVOICE DUE Ten (10) DAYS AFTER COMPLETION OF WORK. IF NOT PAID WITHIN TWENTY-FIVE (25) DAYS, A MONTHLY INTEREST CHARGE OF 2% WILL BE ADDED TO THE OUTSTANDING BALANCE.

IN THE EVENT COLLECTION ACTION IS REQUIRED, AT ANY TIME, THE CUSTOMER AGREES TO BE LIABLE FOR ALL COST OF COLLECTION, PLUS REASONABLE ATTORNEY FEES.

Accepted:

Submitted:

By: _____
Print name and title

Resurface, Inc.

By: _____
Signature

By: 
Jeff Zingo
Resurface, Inc.
Jeff@resurfaceva.com
(703) 335-1950

Date: _____

POTOMAC TENNIS, LLC

8208 Oakglen Rd
Manassas, VA 20110
Contact: Franky Aguilar
Cell: 571-501-8171

Client: Parkfairfax Condominiun

Location: 3360 Gunston Rd, Alexandria VA 22302

ATTN: Alonzo Alexander 703-498-0267 aalexander@parkfairfax .info

Description: Resurface and stripe four Tennis Courts.

1. Apply one layer of fiberglass mesh to any open seam on Premier Surface.
2. Apply one coat of Acrylic Resurfacer Black to all four Tennis Courts.
3. Apply two coats of color coats US Blue to all four Tennis Courts Playing Boxes.
4. Apply two coats of color coats US Green to all four Tennis Courts Borders.
5. Lay out and paint Regulation Tennis White Lines.
6. Sand and paint black all net posts.
7. Install new Tennis nets to all four Tennis Courts.


Note: If customer doesn't want steps 6 and 7 then is \$1,500 off total price.

Total cost of the project is \$27,000 and a \$13,500 deposit is required to purchase materials and start the job, another \$3,500 once the job is 80% completed and the final \$10,000 upon completion and inspection of the job. All work is warranty for TWO YEARS.

X

Parkfairfax Condominiun, Manager
or Authorize Representative

X



Franky Aguilar
Company President



TENNIS COURTS, INC.

P.O. Box 297, Aylett, Virginia 23009

Office (804) 769-3030

Richmond 730-1922

FAX 769-3206

March 16, 2021

Park Fairfax Condominium

Attn: Alonzo Alexander

1200 W. Glebe Road

Alexandria Va. 22302

Scope of Work: Resurfacing for 4 Premier Tennis Courts

4 Premier Tennis Courts

1. Furnish and apply one coat of acrylic resurfacer over entire court surface.
2. Furnish and apply the acrylic color finish system, consisting of one textured color filler coat and one textured color finish coat. This includes standard colors.
3. Layout, Tape and hand paint 2" white playing lines on same.

PRICE OF ABOVE: \$33,232.00

ACCEPTED BY: _____ DATE: _____

Tennis Courts, Inc.



Herbert B. Osburn Jr.

Vice President





