



Office of Commissioner Charlie Justice
Pinellas County Board of County Commissioners
315 Court Street
Clearwater, Florida 33756-5165

Telephone: 727-464-3363
Fax: 727-464-3022

MEMORANDUM


TO: Pinellas County Commissioners

FROM: Charlie Justice, Commissioner
Pinellas County Board of County Commissioners

CC: Mark Woodard, Bill Berger, Della Klug, Commission Aides

DATE: August 28, 2018

SUBJECT: MSTU Fund Proposal



I propose that we support the funds request from the Tierra Verde Community Association for the resurfacing of two tennis courts at the Tierra Verde Community Association Complex located at 1420 Pinellas Bayway South, Tierra Verde, Florida 33715.

Tennis Court Resurfacing

Up to \$15,000

A copy of the request and back-up material is attached for your review. I will bring this request forward for consideration during County Commission New Business Items at our September 13th Commission meeting.



TIERRA VERDE COMMUNITY ASSOCIATION, INC.
1275 Pinellas Bayway • Tierra Verde, Florida 33715
(727) 867-9362 • Fax (727) 867-2169 • Email tassn@tampabay.rr.com

August 24, 2018

Honorable Charlie Justice
Board of County Commissioners
District 3 – Countywide
315 Court Street
Clearwater, FL 33756

Re: MSTU Funds for Resurfacing Tennis Courts

Dear Commissioner Justice:

The Tierra Verde Community Association respectfully request for the Board of County Commissioners to vote to approve funding utilizing the MSTU Funds for Community Projects. These funds will be used for the resurfacing of two tennis courts located at the TVCA Complex, 1240 Pinellas Bayway S, Tierra Verde, FL 33715.

The tennis courts have been patched this last year and are in dire need of repairing and resurfacing in order to comply with safety standards.

Thank you for taking these requested funds for the resurfacing of the tennis courts into consideration.

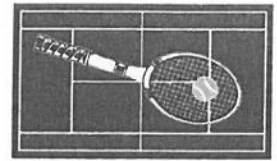
Sincerely,

Jerry Frulio, President
Tierra Verde Community Association, Inc.

Joseph Cruz, Director and Maintenance Chair
Tierra Verde Community Association, Inc.

Welch Tennis Courts, Inc.

World's Largest Builder of Fast Dry Courts



Construction - Resurfacing - Lighting - Accessories

USTA - USPTA
ASBA - TIY

ALL WEATHER TENNIS COURTS RESURFACING PROPOSAL

Welch Tennis Courts, Inc., (hereinafter referred to as the "Contractor") proposes to furnish the labor, materials, equipment, and services necessary to resurface the following: Two (2) "All Weather" Tennis Courts for: the Tierra Verde Community Association in Tierra Verde, Florida. In accordance with, and subject to, the terms, conditions and specifications set forth below, the construction work is referred to in this proposal as the "Project."

1. COURTS RESURFACING: The Contractor shall resurface Two (2) "All Weather" Tennis Courts, each courts measuring approximately 60 feet by 120 feet.

- a. **COURTS PREPARATION:** Contractor shall remove loose dirt, mildew, oil spots and foreign matter from courts.
- b. **VEGETATION REMOVAL:** Remove grass or other vegetation growing on the courts surface, sterilize and patch with acrylic patch binder as necessary.
- c. **CRACK REPAIR:** Patch cracks wider than 1/16 inch with acrylic crack filler. All filled cracks will be sanded level with surrounding courts surface. **Contractor cannot guarantee that new cracks will not appear in the future. Contractor cannot guarantee that repaired cracks will not reappear in the future. Cracks that are substantially through the asphalt are structural. The only way to correct structural cracks is to replace the asphalt. The Owner may prefer to pay a smaller amount to repair these cracks rather than suffer the cost of asphalt replacement. Expansion and contraction on each side of a structural crack will result in the reappearance of the crack, based on temperature change of the asphalt. This will occur in several days, weeks or months, but the cracks will reappear.**
- d. **PATCHING:** All areas holding 1/8 inch of water for more than one hour after flooding shall be patched using up to five gallons of acrylic patch binder. If additional courts patching is needed, the Contractor shall supply the additional patch binder and apply it at a rate of \$200.00 per five gallon pail upon written approval of the Owner. All patches will be sanded level with surrounding courts surface. **Due to settling of the courts regulation slope of 1" in every 10' for proper drainage may not be attainable regardless of the patching specified.**
- e. **ACRYLIC RESURFACER COURSE:** Over the entire courts area, apply **one (1) coat** of Deco Acrylic Resurfacer, a concentrated and pigmented emulsion fortified with silica sand to provide a leveling and filler coat for succeeding color applications.
- f. **ACRYLIC TEXTURE COURSE:** Apply **two (2) coats** of Deco Color MP with silica sand to provide a tough, durable, textured playing surface in the Owner's choice of standard colors.
- g. **PLAYING LINES:** Accurately locate, mark, and paint two inch wide playing lines, using white striping heavy bodied acrylic latex compound with pigments and mineral filler to form a high hiding line for application of asphalt or acrylic color coated surfaces.

4501 Old U.S. Hwy 41 S. - P.O. Box 7770 - Sun City, FL 33586 - Phone (813) 641-7787 - Fax (813) 641-7795

Toll Free 1-800-282-4415 - Email: info@welchtennis.com - www.welchtennis.com

- h. **COURTS COMPLETION:** Paint the existing net posts, and re-install existing net.
- i. The Owner shall be responsible for providing the contractor an onsite receptacle or area for all waste materials during resurfacing. Owner is responsible for the removal all waste materials.

2. **CONTRACT PRICE:** The Contractor shall resurface the courts specified in this proposal/contract for the following contract price:

COURTS RESURFACING

\$10,300.00

UPGRADE OPTIONS

(Options listed below are priced based on the work being performed in conjunction with the work described above.)

OPTION 1: WTC 3.0 DTS NETS WITH POLYESTER HEAD BANDS

\$170.49/EA _____ (Initials)

OPTION 2: WTC PROFESSIONAL NET POSTS

\$525.00/SET _____ (Initials)

(Price is for posts installed and replaced in existing foundations. If old net posts or old sleeves cannot be removed, net post replacement and new foundation price: \$2,400.00 per set)

OPTION 3: WTC 3.0 TOURNAMENT PICKLE BALL NET SYSTEM (PORTABLE)

\$164.49/SET _____ (Initials)

OPTION 4: APPLY ONE (1) SET OF PICKLEBALL LINES PER COURTS

\$600.00 _____ (Initials)

3. **PAYMENT TERMS:** A 50% down payment, which is due upon acceptance and signing of this proposal/contract, is required in order to schedule courts resurfacing. A final 50% payment shall be due upon completion of the entire Project. **NOTE:** Payments offered by **credit card** will incur an **additional 4% surcharge** for each transaction. Payment of Contractor's invoices is due upon receipt of the invoice by Owner. Late charges, at the rate of 1½% per month (18% per annum maximum) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Any payments based on AIA schedules will accrue interest from AIA payment due date. Welch Tennis Courtss, Inc. reserves the right to stop work in the event of non-payment.

4. **ESCALATION CLAUSE:** If, for any reason, construction of the work contemplated by this agreement does not begin within sixty (60) days from the date this proposal is accepted or signed by the Owner, or if there is a significant price increase in the cost of materials, equipment or energy, through no fault of the Contractor, the contract price specified herein, the time for completion, and any other contract requirements impacted by such price increases or delays in commencement of the work, will be adjusted by written change order modifying this proposal/contract. A price change shall be deemed to be 'significant' if the price of any material, equipment, or unit of energy increases by 5% or more between the date that this

proposal/contract is accepted by the Owner and the date that the work under this contract is commenced.

5. **WARRANTY:** Welch Tennis Courtss, Inc. shall warranty the completed Project to be free of significant defects in workmanship and materials for a period of one (1) year. The warranty shall commence on the date of completion, but will not be enforceable, unless payment is made in the full amount of the executed contract, including change orders and late payment fees (if applicable). **Cracking in courts surface is not warranted.**

6. **BUILDING REQUIREMENTS.** The Owner shall provide access to the site for tractor-trailers and other vehicles with a weight in excess of twenty tons and provide an area adjacent to the site for storing and preparing materials. The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations (for example; damage to sod, landscaping, sprinkler lines, pavement, etc.).

The Owner shall also be responsible for providing an adequate POTABLE water and electric supply for the mixing of materials prior to commencement of construction. The water supply must be **within 50 feet** of each courts.

The Owner shall notify, locate and mark for the Contractor, prior to construction, any water, sewer, electrical or other conduits, which are located at the courts beneath the ground surface or otherwise obstructed from view, and in the absence of such notice, the Contractor shall not be held liable for any damages to conduits during the course of construction.

The Owner shall provide an onsite dumpster for the Contractors use during construction. In the event the Owner is unable to or would like for the Contractor to provide the dumpster, the Contractor shall coordinate the delivery of a construction dumpster for the jobsite. The costs for the dumpster, including but not limited to pick-up, delivery, monthly/weekly fees, and dump charges, shall be the responsibility of the Owner.

7. **BINDING CONTRACT:** This agreement and all of its terms and conditions shall be binding upon the parties to this agreement and upon the personal representatives, executors, administrators, heirs and successors assigns of either party.

8. **ATTORNEY'S FEES; COSTS OF COLLECTION; VENUE:** In the event that a dispute arises out of this agreement, and a civil action is brought by either party to resolve the dispute, then, in such event, the prevailing party, as determined by the courts hearing the matter, shall be entitled to recover its courts costs, including reasonable attorney's fees, from the non-prevailing party. In the event that any sums invoiced by Contractor under this agreement are not paid when due, and suit is brought to enforce this agreement or to recover payment of any balance due and owing by Owner under this agreement, Contractor shall be entitled to recover its costs of collection, including reasonable attorney's fees, regardless of whether suit is brought or not. Any action to enforce this contract or any action arising from this contract (which does not include an action to enforce a construction lien under Chapter 713 of the Florida Statutes) shall be brought only in a courts of competent jurisdiction in Hillsborough County, Florida.

9. **TIME FOR ACCEPTANCE OF PROPOSAL:** This proposal and the prices set forth herein shall be valid for only 30 days from the date of this proposal, and must be accepted within such

time, unless the Contractor agrees in writing to extend the time for acceptance. Acceptance of this proposal by the Owner shall give rise to a binding and enforceable contract.

10. ENTIRE AGREEMENT/CHANGES TO AGREEMENT: This proposal, once accepted by Owner, sets forth the entire agreement between the parties, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this proposal/agreement by Owner are deemed to have merged into this agreement. This agreement may *not* be modified or amended, except in writing, which is signed by all parties to this agreement. If the Owner of the property upon which the work is to be performed are husband and wife, residing together, the signature of one spouse shall be binding upon the other, and the signing owner/spouse shall be deemed to have been given the actual authority to bind upon Welch Tennis Courtss, Inc. unless and until it is first counter-signed by an authorized officer of Welch Tennis Courtss, Inc.

SALES REPRESENTATIVE

Chris Hagman (813) 520-8320

ACCEPTED BY:

\$ _____
Total Contract Price (Including
Options)

_____(OWNER)

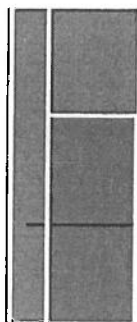
DATE: _____

Type/Print Name & Title

Accepted and Approved By:
WELCH TENNIS COURTSS, INC.

George Todd, Jr., President

DATE: _____



Stewart Tennis Courts & Fencing, Inc.

723 12th Street East
Bradenton, FL 34208
Office: 941-746-7718
Fax: 941-746-7116
1-800-232-3490

Matt.stewarttennis@gmail.com
CBC1252242



Tierra Verde Community Assoc
1420 Pinellas Bayway
Tierra Verde, FL 33715
Attn: Kelli
PH: 727-867-9362
Email: tassn@tampabay.rr.com

Fiberglass overlay on 2 Tennis Courts

Cleaning: Court to be cleaned of all trash, sand and debris.

Rolling: Court to be rolled with a vibratory roller

Flooding: Court to be flooded with water and allowed to dry in direct sunlight for one hour to identify low areas (birdbaths). 70 degrees or better and on a clear day.

Patching: All birdbaths still holding water (the thickness of a nickel or greater) after one hour in 70 degrees or greater sunlight, will be patched with proper patch material to a level height.

Cracks: we will hand patch all cracks greater than 1/4".

Surface coats 1 & 2: One coat of acrylic bond with one coat of **fiberglass membrane**

Coats 3 & 4: Two coats of acrylic resurfacer plus silica sand to bond and seal fiberglass.

Coats 5&6: Two coats of color to be applied using silica sand; these are the wear and texture courses. Colors chosen from standard color chart provided by STCF

Playing lines: 2-inch white playing lines will be applied according to USTA standards.

Net Posts: Sanded and painted or see option

Net: 1 tournament styled nets to be supplied at no charge.

Guarantee: This surface comes with a **2-yr.** guarantee against peeling, lifting and unusual fading, and surface cracking, cannot guarantee against structural cracks.

If weather is colder than 50 degrees and our rain chances are 50%, or higher we choose if we work that day, or period!

Price: \$13,500.00

Proposal prepared by Matthew a Knopf August 22, 2018

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. ST&F can proceed with the above agreed upon Scope of work.

ACCEPTING SIGNATURE: _____ DATE: _____



FLORIDA COURTS, INC.
6820 HUDSON AVE.
HUDSON, FL 34667
727-861-0004

www.floridacourtsinc.com

PROPOSAL A
PAGE 1 OF 3

AGREEMENT

DATE: 7/25/18

CONTACT: Kelli Mathers (LCAM) ph# 727-867-9362 email: tassn@tampabay.rr.com

LOCATION: TVCA Complex – 1420 Pinellas Bayway S. – Tierra Verde, FL 33715

CONDITIONS: Repair & Resurface 2 tennis courts with a 4 coat system. Re install tennis and pickleball game lines.

1. Florida Courts will **flood the courts** and check for low areas, then will correct, as best as possible, those areas where standing water covers 1/8" in depth (thickness of a nickel) after the surface has been able to dry under normal conditions for 1 hour. **Upon our onsite inspection of the courts we found, on the East court, a 20'L x 3' to 1'W cracked area that we will address with Acrylic Cement Binder cement mix and applying fiberglass mesh over top – this will help to keep it from reappearing.**
2. Florida Courts will fill any existing cracks with **crack filler**. We will then apply a **10" wide strip of fiberglass mesh over the length of each existing crack – this will help to keep them from reappearing.**
3. Florida courts will resurface the existing 2 court area using **Sport Master** specifications and materials with a **4 coat color system**, in the colors chosen by the client, (no additional charge for two-tone). **2 coats of Acrylic Resurfacer, fortified with sand**, will first be applied to prepare the court surface for the following color coats. This will be followed by the application of **2 coats of Color Concentrate, fortified with sand**, to provide uniformity & depth of color.
4. Florida Courts will **re-stripe all tennis game lines with 1 coat of Stripe Right Primer and 1 coat of heavy bodied Textured T/C White Line Paint. Pickleball game lines will be re installed in the same fashion and in the clients choice of color (this will make for sharp edged clean lines). Florida Courts will re-paint tennis net posts.**
5. Florida Courts agrees to provide all tools, materials, labor and supervision to complete the above work For a sum of **\$ 14,800.** Payment schedule as follows: 50% (\$7,400.) due before work is to begin, 50% (\$7,400.) due upon completion.
6. Client agrees to **provide water and electricity** for construction purposes.

PAGE 2 OF 3

WARRANTY:

Florida Courts guarantees workmanship and materials against defects for a period of two years, save normal wear and tear and any structural damage that may be pre-existing. This guarantee excludes normal wear and tear, abuse or neglect, including (but not limited to) acts of God or nature and/or any other conditions beyond our control; such as sub-base "settling", structural or shrinkage cracks, growth of mushrooms and or tree roots under the asphalt, fading of paint, hydrostatic pressure bubbles, intrusion of grass or weeds, graffiti or other acts of vandalism, damage from roller blades, skateboards, bicycles, maintenance equipment and/or related fluids and/or other such implements and/or apparatus.

CONDITION OF SALE:

The Purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse Florida Courts, Inc. the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by the contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1½% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Pasco County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon request *any changes or additions to standard coverage at additional cost.

PAGE 3 OF 3

* Please note: a Start date cannot be scheduled without our receipt of a fully executed signed contract.

ACCEPTED BY _____
CLIENT SIGNATURE

DATE ACCEPTED: _____

PRINT NAME _____

GREGORY A. VIRCHAU
PRESIDENT
FLORIDA COURTS, INC.

Please email or mail signed agreement to:

floridacourts@verizon.net

Florida Courts, Inc.
6820 Hudson Avenue
Hudson, Fl. 34667