

City of Portsmouth, NH  
Public Works Department

**REQUEST FOR PROPOSAL**

**RFP #06-23 SPORTS COURT REPAIRS**

Sealed proposals **plainly marked "RFP #06-23 – SPORTS COURT REPAIRS"** on the outside of the mailing envelope as well as the sealed envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Ave., Portsmouth, NH 03801 will be accepted until **11:00 a.m. on September 21, 2022** at which time all Proposals will be opened. One copy of the price proposal must be submitted in separate sealed envelopes.

The City of Portsmouth is seeking proposals from qualified contractors for repairs to and maintenance of its basketball, tennis and pickleball courts for a 3 year period. Immediate work includes crack repair at the South Mill Pond basketball, tennis and pickleball courts.

Upon award of a Contract, The City will conduct a walk around of various sites with the selected contractor to finalize the scope of repair work for this year. Also, The City envisions a three-year contract with a cost escalation provision consistent with the CPI for the Boston area.

There will be a mandatory Pre-bid meeting held on **September 14, 2022 9:00 am** at the South Mill Pond Complex. Bidders not attending the mandatory meeting will not be able to submit an RFP.

Proposal specifications and proposal forms may be obtained from the City's website at <https://www.cityofportsmouth.com/finance/purchasing-bids-and-proposals>. Addendum to this request for proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading. Addenda and updates will NOT be sent directly to vendors. Questions should be sent to [purchasing@cityofportsmouth.com](mailto:purchasing@cityofportsmouth.com).

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal and to negotiate such terms and conditions of a final contract that may be in the best interest of the City.

## **PROPOSAL SPECIFICATIONS**

**Proposal Submittal.** Interested Contractors shall submit two (2) copies of a proposal package consisting of the following:

1. Transmittal Letter with contact information;
2. Completed Price Proposal Form for Surfacing all courts at the South Mill Pond Complex;
3. Completed Price Proposal Form for Annual crack sealing and repairs (included);
4. Completed Statement of Qualifications (included); and
5. Three References (brief description of work performed and contact information).

**Evaluation Criteria.** Proposals will be evaluated on the factors described below:

1. Contractor's demonstrated experience, ability, capacity, and skill to perform (contractor must have a minimum of five (5) years of experience performing the type of work described in this RFP);
2. Contractor's reputation, efficiency, judgment and integrity as demonstrated through references and any prior work performed for the City;
3. Proposed schedule to complete the work;
4. Pricing; and
5. Contractor's proposal has been prepared in accordance with the instructions of the RFP.

**Selection Process and Contract.** The City may select one or more contractors to interview in person or over the telephone. Upon selection of the highest ranked contractor, the City will prepare a contract to incorporate the scope of work outlined in this request for proposal. If a final agreement cannot be reached, the City may proceed to the next highest ranked contractor. It is anticipated that the final contract will be similar in form to that attached, but final terms and conditions are subject to negotiation.

**Reservation of Rights.** The City reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal and to negotiate such terms and conditions of a final contract that may be in the best interest of the City.

The City also reserves the right to conduct such investigation, reference and background checks as necessary to determine and assess the qualifications of the contractor.

## STATEMENT OF QUALIFICATIONS

**Note: This is a required submittal, fill out completely.**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary

1. Name of Entity \_\_\_\_\_

2. Permanent Main Office Address \_\_\_\_\_

3. Form of Entity \_\_\_\_\_

4. When Organized \_\_\_\_\_

5. Where Organized \_\_\_\_\_

6. How many years have you been engaged in sports court surfacing and striping?  
\_\_\_\_\_

7. List your key personnel for this work.  
\_\_\_\_\_  
\_\_\_\_\_

8. Have you ever failed to complete any work awarded to you?  
\_\_\_\_\_(no)\_\_\_\_\_(yes). If so, where and why?

9. Have you ever defaulted on a contract?  
\_\_\_\_\_(no)\_\_\_\_\_(yes). If so, where and why?

10. List your major equipment available for this contract.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. List any subcontractors whom you will use for the service (unless this work is to be done by your own organization, if so please state).  
\_\_\_\_\_  
\_\_\_\_\_

(The City reserves the right to approve subcontractors for this project)

**PRICE PROPOSAL AND SCHEDULE FORM**

**PART 1** Provide Lump Sum pricing for immediate repairs to South Mill Pond Complex.

- A. Furnish all labor, material and equipment to repair structural and random cracks on 14 bituminous concrete all-weather Courts (**4** Tennis Courts, **8** Pickleball Courts and **2** Basketball Courts) using the **Armor Crack Repair System** surface as outlined below:
  - 1. Remove vegetation from the cracks and thoroughly clean the cracks with the use of brooms and air pressure.
  - 2. Install a base in the cracks where needed.
  - 3. Fill all cracks with Novabond crack filler or Duracal depending on the width of the cracks.
  - 4. Install the four (4) membrane layers of **Armor Crack Repair stem** over filled cracks per manufacturer's specifications.
  - 5. Apply multiple coats of acrylic color over the Armor System.
  - 6. Touch up the playing lines and general work area as necessary.
- B. Identify your proposed schedule to complete this work: \_\_\_\_\_

TOTAL **PART 1** LUMP SUM PRICE \$ \_\_\_\_\_

**ALTERNATE:**

- A. Furnish all labor, material and equipment to apply a three (3) coat Acrylic Surface System per manufacturers' instructions to all 14 courts in the above complex as outlined below:
  - 1. Sweep and clean area to be surfaced.
  - 2. Apply one (1) coat of acrylic surfacer mixed with 5-10 pounds of mesh silica sand per gallon of resurfacer at a rate of .07 to .10 gallon per square yard.
  - 3. Apply two (2) coats of Latexite textured surface applied at a rate of approximately .05 gallon/SY.
  - 4. Layout, mask and stripe playing lines with a paintbrush using 100% acrylic textured line paint.
  - 5. Remove masking tape and clean up general work area.

TOTAL **ALTERNATE** LUMP SUM PRICE \$ \_\_\_\_\_

**PRICE PROPOSAL AND SCHEDULE FORM (continued)**

**PART 2** Provide unit pricing for first year of Contract period crack repair and resurfacing services per attached Specifications:

TENNIS and BASKETBALL COURTS CRACK REPAIR	UNIT PRICE
Clean area to be resurfaced.	SF
Fill hairline cracks with rubberized crack filler	LF
Fill structural cracks with acrylic binder fortified concrete.	LF
Repair concrete edges at trench drain with acrylic binder fortified concrete.	LF
Touch up repaired colored surfaces to match existing	SF
Touch up repaired striping to match existing color and texture.	LF

The unit prices listed above shall be paid for actual quantities supplied in accordance with the applicable technical specifications within the various categories shown. The price shown shall include all costs associated with performing the various items of work as outlined in the Scope of Services. No additional payment beyond the unit price shall be made for work ordered by the **CITY**.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Proposer

BY \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the proposer is

\_\_\_\_\_ of \_\_\_\_\_ (Name of Organization) and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary of Public

My Commission expires \_\_\_\_\_

**CONTRACT AGREEMENT**  
**FOR SPORTS COURT REPAIRS**

THIS AGREEMENT is made as of the \_\_\_ day \_\_\_\_\_, 2022, by and between the City of Portsmouth, 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (“Owner”) and \_\_\_\_\_ (“Contractor”).

**ARTICLE I- WORK** - The Contractor shall supply at its expense all labor, materials, equipment and incidentals as may be necessary to complete the work **described in RFP 06-23**.

Incidentals shall include: general clean up; mobilization/demobilization; accessories and fasteners or components required to make items complete and functional. Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition.

**The work shall be carried out in accord with the Standard and Technical Specifications included with RFP 06-23.**

**ARTICLE II – PROJECT REPRESENTATIVE AND COORDINATION** – Owner’s Director of Public Works or designee shall oversee the work. Contractor understands and agrees that the schedule of work must be closely coordinated with Owner to avoid disruption to any scheduled recreational programming.

**ARTICLE III - CONTRACT TERM-** The term of this contract will be for a three year period, contingent upon annual funding for the multi-year maintenance activities.

**ARTICLE IV – TIME FOR PERFORMANCE-**

A. The crack repairs of the South Mill Pond tennis, pickleball and basketball courts shall be completed by \_\_\_\_\_.

The annual repairs work for 2022 shall be completed by \_\_\_\_\_. The scheduled time for completion of annual maintenance work for 2023 and 2024 shall be negotiated in good faith and agreed upon by the parties by April 30 of each year with work to be completed no later than September 30 of each year.

**ARTICLE V PRICE AND PAYMENT SCHEDULE** - Owner shall pay Contractor a lump sum amount as shown on PART 1 of the completed Price Proposal form for the South Mill Pond complex crack repairs upon completion and acceptance of the work by the City of Portsmouth. Contractor shall invoice the City separately for PART 1 and the maintenance work. Contractor invoicing for the maintenance work shall be based on the unit pricing shown on the Price Proposal form for that annual work. Owner shall pay all invoices within thirty (30) days for satisfactory work performed. Unit pricing for annual maintenance work shall be adjusted by the CPI for the Boston market.

**ARTICLE VI – INDEMNIFICATION** – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys’ fees, and will satisfy any judgment rendered against Owner in such action.

**ARTICLE VII – PERMITS AND BONDS** – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations. **No bonds are required for this project. Municipal fees are waived.**

**ARTICLE VIII – INSURANCE** – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the attached Insurance Requirements.

**ARTICLE IX – TERMINATION** – Either party may terminate this agreement for convenience without cause with thirty (30) days written notice.

**ARTICLE X – MISCELLANEOUS –**

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent.
- B. Owner and Contractor each binds himself, its partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

**CONTRACTOR**

BY: \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF PORTSMOUTH, NH**

BY: \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

## GENERAL REQUIREMENTS

### 1. AUTHORITY OF CITY REPRESENTATIVE

(a) All work shall be done under supervision and to the satisfaction of the Project Representative. The Project's Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Project Representative will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Project Representative reserves the right to demand a certificate of compliance for a material or product used on the project. If the Project Representative determines the certificate of compliance is unacceptable, the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense.

### 2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(b) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(c) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

### 3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

### 4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

### 5. TEMPORARY FACILITIES

Storage Facilities: (a) Equipment and materials shall be stored in a location approved by the Project Representative; (b) Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location; and prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.



Sanitary Facilities: Contractor shall be provided with reasonable access to toilet facilities for the use of the workers employed on the work.

Water Facilities: Contractor shall be provided with reasonable access to water facilities for construction operations.

Temporary Electricity: Contractor shall be provided with reasonable access to electrical power necessary for construction operation at the site.

## 6. PAYMENT AND GURANTEES

### General

(a) The Contractor shall be liable to OWNER for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work by the Project Representative.

(b) No monies, payable under the contract or any part thereof, shall become due or payable if the Project Representative so elects, until the Contractor shall satisfy OWNER that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of Contractor for the repair of equipment used in carrying out this contract; and the Project Representative, if so electing, may pay any and all such bills, in whole or in part.

(c) Any extra work performed will be paid for at the price negotiated between OWNER and the Contractor. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

### Final Acceptance

(a) Upon due notice from the Contractor of presumptive completion of the entire project, Project Representative will make an inspection. If all construction provided for and contemplated by the contract is found complete to their satisfaction, this inspection shall constitute the final inspection Project Representative will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

(b) If, however, the Project Representative's inspection discloses any work in whole or in part, as being unsatisfactory, the Contractor will be given the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Project Representative will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

(c) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms, affidavits, releases and certifications, OWNER will make final payment.

### General Guaranty And Warranty Of Title

(a) Neither final payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by OWNER or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

(c) Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of OWNER. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

(d) At completion of project, Contractor to provide Owner, written guarantee of one (1) year workmanship warranty.

No Waiver of Legal Rights

7. INSURANCE REQUIREMENTS : Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

Amount of Insurance

- A) Commercial General Liability:  
Bodily injury or Property Damage - \$2,000,000  
Per occurrence and general aggregate
  
- B) Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$2,000,000  
Per occurrence and general aggregate  
Coverage requirements can be met with excess policies

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
  
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

8. ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.
- 3) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth  
Attn: Legal Department  
1 Junkins Avenue  
Portsmouth, NH 03801

## STANDARD SPECIFICATIONS

The following specifications are provided as a minimal requirement only. The City will consider any product/service that meets or exceeds the minimum requirements. Contractor to provide all necessary services and materials for the tennis courts listed and located in Portsmouth, New Hampshire per the following specifications.

- A. EXAMINATION OF SITE AND SPECIFICATIONS Before submitting a bid, each Bidder must;
  1. Examine the specifications and scope of work thoroughly;
  2. Visit the site to familiarize themselves with conditions at the site that may affect the performance of the work;
  3. Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work;
  4. Carefully correlate observations with the requirements of the specifications.
- B. RESURFACING MATERIALS AND APPLICATIONS At least five (5) business days prior to start of work, Contractor shall identify the manufacturer of the product chosen and submit the manufacturer's product data, including surface and crack preparations, application instructions, and color samples.
  1. Approved materials must meet the United States Tennis Association (USTA) Standards. All acrylic materials must be the products of a single manufacturer. Only collegiate/professional-grade acrylic color coatings with an ITF speed rating will be accepted. Acrylic color mixed with locally-purchased sand is not acceptable.
  2. Delivery, Storage, and Handling
    - a. Deliver materials to site in manufacturer's original, unopened containers and packaging with labels clearly identifying product name and manufacturer. Tennis Court Resurfacing ITB pg. 5 of 12
    - b. Store and handle materials in accordance with manufacturer's instructions.
    - c. Keep materials in manufacturer's original, unopened containers and packaging until application.
    - d. Store materials in clean, dry areas, out of direct sunlight and prevent from freezing.
    - e. Protect materials during storage, handling, and application to prevent contamination or damage. Close containers when not in use.
  3. Do not apply asphalt tennis court surface color coating when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.
  4. Do not apply asphalt tennis court surface color coating when rain is expected during application or within 24 hours after application.
  5. All courts will be resurfaced with colors chosen by Owner. White lines painted for courts.

6. All surfaces shall be thoroughly cleaned with pressure, loose material scraped and removed. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys.
7. Repairs
  - a. Depressions – prior to applying material, level any depressions 1/8” or deeper with patch binder in accordance with manufacturer’s instructions using one or more coats of asphalt emulsion filler course.
  - b. Cracks – Cracks less than 1/4” wide shall be repaired and sealed as follows:
    - i. Cracks are first cleaned, all loose material removed and dried.
    - ii. An approved and sufficient asphalt acrylic emulsion crack filler is applied and worked into the crack with pressure to insure that all spaces are filled with material.
    - iii. Excess material is removed and once dried the crack is smoothed to remove any ridges.
  - c. Cracks – Cracks greater than 1/4” wide shall be repaired and sealed as follows:
    - i. Cracks shall be cleaned and filled with court patch, a mixture of sand, Portland cement and acrylic binder.
    - ii. Excess material is removed and once dried the crack is smoothed to remove any ridges.
8. Asphalt acrylic emulsion color coating material shall be applied on the clean, dry underlying surface with a minimum of two (2) applications in accordance with manufacturer’s instructions.
9. Allow material drying times in accordance with manufacturer’s instructions before applying materials or opening completed surface to foot traffic.
10. The finished surface shall be smooth and free of any ridges, valleys and tool marks.

C. PLAYING LINES

1. After the surface has thoroughly cured, layout tennis court line markings in accordance with USTA Rules of tennis. Apply line markings in two (2) inch wide playing lines, masked and painted with two (2) coats of approved line paint.
  2. Layout Pickleball courts in accordance with United States Pickleball Association (USAPA) Rules and Dimensions.
- D. CLEAN UP Upon completion of the work day, all tools, materials and debris should be properly stored or disposed of and any damages or spills repaired or cleaned up.
- E. PROTECTION Allow a minimum of 24 hours curing time before opening tennis courts for play.
- F. Do not install tennis court crack repair system on cracks that emit moisture.
- G. Do not install tennis court crack repair system using asphalt emulsion.

3.4 PAINTING

A. Paint repaired areas as specified in SECTION 32 01 17.2 after installation of tennis court crack repair system.

3.5 PROTECTION

A. Protect installed tennis court crack repair system from damage during construction.

END OF SECTION

**TECHNICAL SPECIFICATIONS**

SECTION 32 01 17.1	SPORTS COURT CRACK REPAIR SYSTEM
SECTION 32 01 17.2	SPORTS COURT RESURFACING

## **SECTION 32 01 17 SPORTS COURT CRACK REPAIR SYSTEM**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Crack repair system for asphalt tennis courts.

#### **1.2 RELATED REQUIREMENTS**

- A. Section 320117.2 Tennis Court Surfacing: Painting sports courts.

#### **1.3 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data, including surface preparation, crack preparation, and installation instructions.
- B. Manufacturer's Project References: Submit manufacturer's list of successfully completed asphalt tennis court crack repair projects, including project name, location, and date of installation.
- C. Installer's Project References: Submit installer's list of successfully completed asphalt tennis court crack repair projects, including project name, location, type and quantity of crack repair system installed, and date of installation.
- D. Warranty Documentation: Submit manufacturer's standard warranty.

#### **1.4 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications: Manufacturer regularly engaged, for past 5 years, in manufacture of tennis court crack repair systems of similar type to that specified.
- B. Installer's Qualifications:
  - 1. Installer regularly engaged, for past 3 years, in installation of tennis court crack repair systems of similar type to that specified.
  - 2. Employ persons trained for installation of tennis court crack repair systems.
  - 3. Approved by manufacturer.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
  - 1. Store and handle materials in accordance with manufacturer's instructions.
  - 2. Keep materials in manufacturer's original, unopened containers and packaging until installation.



3. Store materials in clean, dry area.
4. Store materials out of direct sunlight.
5. Keep materials from freezing.
6. Protect materials during storage, handling, and installation to prevent contamination or damage.

## 1.6 AMBIENT CONDITIONS

- A. Do not install tennis court crack repair system with any of the following conditions:
1. Air Temperature:
    - a. Daytime: Below 70 degrees F.
    - b. Overnight: Below 60 degrees F.
  2. Overcast days.
  3. Day after it has rained.
  4. Rain: Expected that day or night.

## PART 2 PRODUCTS

### 2.1 MANUFACTURER

- A. A.S.T., LLC, 17 North Main Street, Farmingdale, New Jersey 07727. Toll Free (877) 992-7667. Phone (732) 751-1212. Fax (732) 751-0383. Website [www.armorcrackrepair.com](http://www.armorcrackrepair.com). E-mail [info@armorcrackrepair.com](mailto:info@armorcrackrepair.com).

### 2.2 TENNIS COURT CRACK REPAIR SYSTEM

- A. Asphalt Tennis Court Crack Repair System: “Armor” Crack Repair System.
- B. Materials:
1. Release Tape: “Armor” lime green release tape.
  2. Narrow Fabric: “Armor” 12-inch-wide white fabric. Knitted, expandable.
  3. Wide Fabric: “Armor” 20-inch-wide white fabric. Knitted, expandable.
  4. Mesh: “Armor” 12-inch-wide yellow mesh.
  5. Acrylic patch binder.
  6. Pure white/neutral acrylic resurfacer.
  7. Portland cement.
  8. Silica sand.
  9. Gravel Mix: 3/8 inch. For cracks over 3/4 inch wide.

## PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive tennis court crack repair system.
- B. Notify Owner of conditions that would adversely affect installation or subsequent use.
- C. Do not begin surface preparation or installation until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

- A. Prepare surfaces and cracks in accordance with manufacturer's instructions.
- B. Ensure surfaces and cracks are dry, clean, and contaminate free.
- C. Remove dirt, dust, debris, oil, grease, mildew, pollen, vegetation, leaves, and other surface contaminants which could adversely affect installation of tennis court crack repair system.
- D. Remove the Following Existing Materials:
  - 1. Crack repair materials that are loose or not bonded well to surfaces.
  - 2. Paints and coatings not bonded well to surfaces.
  - 3. Paints and coatings over asphalt emulsion materials compromised by water infiltration.
  - 4. Rubberized crack filling materials.
  - 5. Asphalt emulsion materials.

3.3 INSTALLATION

- A. Install tennis court crack repair system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Fill cracks and install release tape, narrow fabric, wide fabric, and mesh in accordance with manufacturer's instructions.
- C. Fill cracks with crack-repair materials approved by manufacturer based on crack width.
- D. Repair crack intersections and net post footings in accordance with manufacturer's instructions.
- E. Install tennis court crack repair system without wrinkles, bumps, air bubbles, or excessive fabric overlaps.
- F. Install tennis court crack repair system with proper bond to surfaces.
- G. Do not install tennis court crack repair system on cracks that emit moisture.
- H. Do not install tennis court crack repair system using asphalt emulsion.

3.4 PAINTING

- A. Apply touch up paint on all disturbed by repaired areas to match existing after installation of sports court crack repair system.

3.5 PROTECTION

- A. Protect installed sports court crack repair system from damage during construction.

END OF SECTION

## **SECTION 32 01 17.2           SPORTS COURT RESURFACING**

### **PART 1     GENERAL**

#### **1.1 SUMMARY**

- A. Provide court resurfacing Furnish and apply all           materials and labor to resurface sports courts per manufacturers' directions.

#### **1.2 SECTION INCLUDES**

- A. Resurfacing system for asphalt tennis, pickleball and basketball courts.

#### **1.2 SUBMITTALS**

- A. Comply with Section 01 33 00 – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including surface preparation, crack preparation, and installation instructions.
- C. Manufacturer's Project References: Submit manufacturer's list of successfully completed asphalt tennis court crack repair projects, including project name, location, and date of installation.
- D. Installer's Project References: Submit installer's list of successfully completed asphalt tennis court crack repair projects, including project name, location, type and quantity of crack repair system installed, and date of installation.
- E. Warranty Documentation: Submit manufacturer's standard warranty.

### **1.     QUALITY ASSURANCE**

- A. Manufacturer's Qualifications: Manufacturer regularly engaged, for past 5 years, in manufacture of tennis court crack repair systems of similar type to that specified.
- B. Installer's Qualifications:
  - 1. Installer regularly engaged, for past 3 years, in installation of tennis court crack repair systems of similar type to that specified.
  - 2. Employ persons trained for installation of tennis court crack repair systems.
  - 3. Approved by manufacturer.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:

1. Store and handle materials in accordance with manufacturer's instructions.
2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
3. Store materials in clean, dry area.
4. Store materials out of direct sunlight.
5. Keep materials from freezing.
6. Protect materials during storage, handling, and installation to prevent contamination or damage.

## 1.6 AMBIENT CONDITIONS

- A. Do not install acrylic resurfacer system with any of the following conditions:
  1. Air Temperature:
    - a. Daytime: Below 70 degrees F.
    - b. Overnight: Below 60 degrees F.
  2. Overcast days.
  3. Day after it has rained.
  4. Rain: Expected that day or night.
- B. Do not apply over coal tar emulsions

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. RESURFACER Basis of Design: **Latexite® Acrylic Resurfacer** made by Dalton Enterprises, Inc. **or Owner approved equal.**
- B. COLOR: As selected by Owner.

## PART 3 EXECUTION

3.1 QUALITY ASSURANCE: All materials shall be applied per manufacturers direction

### 3.2 SURFACE PREPARATION

- A. The surface to be coated shall be sound, smooth of uniform texture, and free from dust, dirt, grease, or oils and any other deleterious materials.

### 3.3 INSTALLATION

- A. Sweep clean entire area to be resurfaced.
- B. Apply one application of Dalton Enterprises, Inc. **Latexite Acrylic Resurfacer** applied to the surface to obtain a coverage of .05 gallons per square yard (Undiluted).
  - 1. Dilution with water and sand is required utilizing the following mix:
    - a. Acrylic Resurfacer : 1 gallon .
    - b. Water (clean & potable) : .07 - .10 gallons
    - c. Sand (80 - 100 Mesh) 5-10 lbs.
- B. Apply 2 coats of Latexite textured surface applied at a rate of .05 gallon/SY.
  - 1. No application shall be covered by a succeeding application until thoroughly cured.
- C. Layout, mask and stripe playing lines with a paintbrush using 100% textured acrylic line paint.
- D. Remove masking tape and cleanup entire area.

### 3.4 PROTECTION

- A. Protect installed tennis court from damage during construction.

END OF SECTION

NONDISCRIMINATION CLAUSE

NONDISCRIMINATION IN CITY CONTRACTS: Any entity that enters into a contract for goods or services with the City of Portsmouth or any of its boards, agencies, and departments and any recipient of city funds shall:

Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.