

**RESOLUTION NO. 2022-116**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 2 TO THE CONTRACT FOR LEHT RECREATION COMPLEX SOCCER AND FOOTBALL FIELD RECONSTRUCTION TO AMERICAN ATHLETIC COURTS**

**WHEREAS**, a contract was previously awarded to American Athletic Courts for LEHT Recreation Complex Soccer and Football Field Reconstruction; and

**WHEREAS**, the original contract for said improvements was in the amount of \$1,546,831.90; and

**WHEREAS**, on January 13, 2022, by Resolution 2022-061, the governing body approved Change Order No. 1, increasing the contract price by \$23,710.00 for a new total of \$1,570,541.90; and

**WHEREAS**, American Athletic Courts submitted a change order work for additional work items, to which the Township Engineer recommends award of items #100 (Electric Service for Scoreboard) and #200 (New Asphalt Path) only from the change order proposal; and

**WHEREAS**, the governing body wishes to authorize Change Order No. 2 for the construction of a new, ADA accessible asphalt path from the parking lot to the hockey rink area within the Recreation Complex, replacing the existing gravel path (Item #200) and for electric service for the scoreboard (Item #100), which will result in an increase of \$30,000.00 in the contract price, due to the use of miscellaneous work allowance already included in the contract, which is an 1.91% increase to a new total of \$1,600,541.90; and

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

**WHEREAS**, this change order has been recommended by the Township Engineer; and

**WHEREAS**, it is the desire of the governing body to authorize the execution of this change order.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of Change Order No. 2, which will result in an increase of \$30,000.00 to the previously adjusted contract price of \$1,546,831.90, for the construction of a new, ADA accessible asphalt path from the parking lot to the hockey rink area within the Recreation Complex, replacing the existing gravel path (Item #200) and for electric service for the scoreboard (Item #100), which is an 1.91% increase to a new total of \$1,600,541.90, said total increase below the 20 percent limit pursuant to N.J.A.C. 5:30-11.3.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to, respectively, an addendum to the contract with American Athletic Courts., in accordance with the provisions of this resolution.

3. That a certified copy of this resolution, together with a copy of Change Order No. 2, be forwarded to the Chief Financial Officer and American Athletic Courts.

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**CERTIFICATION**

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 14<sup>th</sup> day of April, 2022.



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**KELLY LETTERA, RMC**  
Township Clerk  
Township of Little Egg Harbor

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**ADDENDUM TO CONTRACT**

**THIS ADDENDUM** made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as "Township," and, **AMERICAN ATHLETIC COURTS, INC.** having an address at 2050 Route 206, Vincentown, New Jersey 08088, hereinafter referred to as "Contractor."

**W I T N E S S E T H :**

**WHEREAS**, a contract was previously awarded to American Athletic Courts, Inc. for the LEHT Recreation Complex Soccer and Football Field Reconstruction Project ; and

**WHEREAS**, the original contract for said project was in the amount of \$1,546,831.90; and

**WHEREAS**, on January 13, 2022, by Resolution 2022-061, the governing body approved Change Order No. 1, increasing the contract price by \$23,710.00 for a new total of \$1,570,541.90; and

**WHEREAS**, the governing body wishes to authorize Change Order No. 2 for the construction of a new, ADA accessible asphalt path from the parking lot to the hockey rink area within the Recreation Complex, replacing the existing gravel path (Item #200) and for electric service for the scoreboard (Item #100); and

**WHEREAS**, this change order has been recommended by the Township Engineer and agreed to by the Contractor; and

**WHEREAS**, this change order totals \$30,000.00, which amount is less than 20% of the original contract awarded to the contractor.

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YOUR GOALS. OUR MISSION.

April 7, 2022

VIA EMAIL AND REGULAR MAIL

Kelly Lettera, Township Clerk  
Township of Little Egg Harbor  
665 Radio Road  
Little Egg Harbor, NJ 08087

Re: T&M File No. LEHT-01899  
Change Order No. 2  
LEHT Recreation Complex Soccer and Football Field Reconstruction  
Township of Little Egg Harbor, Ocean County, NJ

Dear Ms. Lettera:

As you are aware, American Athletic Courts has submitted a change order quote for additional work items on the above-referenced project. After review with the Township Administrator, we recommend award of items #100 (Electric Service for Scoreboard) and #200 (New Asphalt Path) on the attached change order proposal. The total cost of the change order shall be \$30,000.00, due to the use of the miscellaneous work allowance already included in the contract, for an adjusted contract total of \$1,600,541.90. By copy I am requesting that Melanie Appleby, Township Attorney, prepare a resolution suitable for adoption at the next available committee meeting. I trust the above is in order and satisfactory for the Township of Little Egg Harbor to process the change order.

Should you have any questions relative to this matter, please feel free to contact me at your convenience.

Very truly yours,

JASON A. WORTH, P.E., P.P., C.M.E.  
TOWNSHIP ENGINEER

JAW:ls  
Enclosures

cc: Rodney Haines, Township Administrator/CFO (via email)  
Melanie Appleby, Township Attorney (via email)

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CHANGE ORDER NUMBER - 2

Project	LEHT RECREATION COMPLEX SOCCER AND FOOTBALL FIELD RECONSTRUCTION
Municipality	TOWNSHIP OF LITTLE EGG HARBOR
County	OCEAN COUNTY
Contractor	AMERICAN ATHLETIC COURTS, INC. 2050 ROUTE 206 VINCENTOWN, NJ 08088

In accordance with the project Supplementary Specification, the following are changes in the contract.  
 Location and Reason for Change (Attach additional sheets if required)

Changes required to install a permanent electric service to the football scoreboard and to replace the existing gravel path to an ADA accessible, asphalt path.

ITEM NO. AND DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT
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**SUPPLEMENTAL WORK**

**REDUCTION**

19	BORROW TOPSOILING, REGULAR MIX, 6" THICK STRIPPING, 6" THICK FINAL PLACEMENT	416.67	S.Y.	\$3.00	\$1,250.00
20	FERTILIZING & SEEDING, TYPE 'G'	416.67	S.Y.	\$1.85	\$770.83
21	TOPSOIL STABILIZATION MATTING, TYPE '2'	416.67	S.Y.	\$1.15	\$479.17

**EXTRA WORK**

E-3	ELECTRIC FOR SCOREBOARD AND ASPHALT PATH	1	L.S.	\$32,500.00	\$32,500.00
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Amount of Original Contract	\$1,546,831.90	Supplemental/Extra	\$32,500.00
Change Order #1	\$23,710.00	Reduction	\$2,500.00
Adjusted Amount Based on Change Orders	\$1,600,541.90	Total Change	\$30,000.00
% Change in Contract	3.47%		
[(+) Increase or (-) Decrease]			

\_\_\_\_\_  
 Jason A. Worth, P.E., Township Engineer

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Presiding Officer)

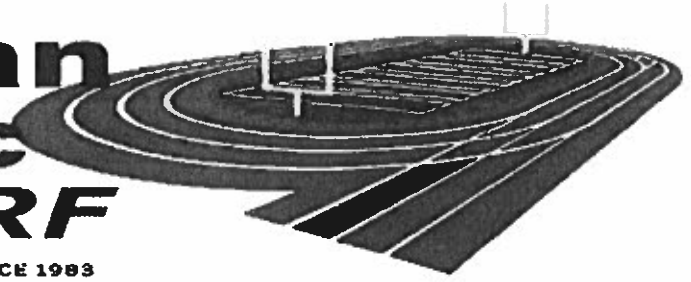
\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Contractor)

\_\_\_\_\_  
 (Date)

# American Athletic TRACK and TURF

AN AMERICAN ATHLETIC COURTS, INC. COMPANY | SINCE 1983



<b>To:</b>	Little Egg Harbor Township	<b>Contact:</b>	
<b>Address:</b>	665 Radio Road Little Egg Harbor, NJ	<b>Phone:</b>	
<b>Project Name:</b>	LEHT Athletic Fields Extra Work -2021	<b>Bid Number:</b>	2021-0242
<b>Project Location:</b>	LEHT Athletic Fields Extra Work -2021, NJ	<b>Bid Date:</b>	3/9/2022

Item #	Item Description	Estimated Quantity	Unit
<b>New Flagpole And Electric</b>			
100	Item Includes Electrical Service Allowance Of <u>\$12,500</u> From Existing Snack Stand For Flag Lights And Scoreboard Power.	1.00	LS
<b>Total Price for above New Flagpole And Electric Items:</b>			<b><u>\$12,500.00</u></b>
<b>New Asphalt Vehicle Path</b>			
200	Construct New Asphalt Road From Parking Lot To Hockey Rink- 630 Sy. Item Includes 4" DGA, Course And 3" Thick 9.5mm Surface Course. Owner To Provide Layout Etc. For Oversized Vehicle Turning Access.	1.00	LS
<b>Total Price for above New Asphalt Vehicle Path Items:</b>			<b><u>\$45,000.00</u></b>
<b>Total Bid Price:</b>			<b><u>\$57,500.00</u></b>

**Notes:**

- American Athletic Courts, Inc. AACI, and Florida Track and Turf are one and the same.
- All staking, layout and establishment of grades is to be done by others and clearly indicated. AACI accepts no responsibility for improper engineering and/or areas where no grades were clearly indicated before commencement of work.
- Any payment term not adhered to by the customer may result in the termination of work by AACI. AACI will not be responsible for any delays or damages due to any work stoppage resulting from the nonpayment by the customer. Customer shall pay to AACI all costs, including actual attorney's fees incurred by AACI in enforcing this contract, including collection of any payment due herein plus interest fees.
- The asphalt pavement that the new all weather polyurethane, latex or tennis court coating is to be applied on must conform to all American Sports Builders Association Guidelines and National Federation of State High School Association Requirements. Any corrective work necessary to conform to these guidelines and requirements will be considered extra work and not part of our lump sum or unit price proposal.
- The asphalt surface is to be reasonably clean prior to AACI commencing the polyurethane base mat, latex or tennis court coating installation. The asphalt surface must meet all slope, smoothness, planarity and quality guidelines as established by the American Sports Builders Association.
- Any completion date given is subject to change as a result of adverse weather conditions, site conditions and/or any condition, not controlled by AACI that might alter AACI's ability to perform its work. AACI will not be responsible for delays due to these conditions.
- Cracking is the result of poor subsurface conditions or expansion and contraction of the existing asphalt structure. Repair methods such as cleaning and filling are of a cosmetic and temporary nature and are not intended to imply permanence of repair. The return of cracking should be expected and is not subject to correction under our warranty. The owner should budget to fill these cracks at a minimum of once a year until permanent remedies can be made.
- This proposal is based upon the current cost for materials, labor and equipment as of the date of this proposal. The final price of this proposal will be adjusted accordingly in the event of any increases to AACI for any of these items. It will be the responsibility of AACI to furnish proof that the prices of these items have increased from the bid date to the date of installation. Once AACI has established the increases for the various items, the owner will be liable and will pay AACI the additional costs incurred for 100% of the cost increases for any of these items.
- The repair of defective subgrade conditions is extra work. This work will only be performed upon a signed extra work acceptance from the owner or their authorized representative.
- This proposal makes no provision for any modification to the existing drainage system except for what is specifically outlined on our proposed item list. AACI is not responsible for any failure of the existing system to function properly or accept any additional run off from the newly constructed work.



- Owner is to provide a location on site for all excavated materials that are produced as a result of this project and at no cost to AACI.
- Should the need arise for work that goes beyond the scope of work that is outlined in this proposal, it is considered extra work. Such work will be itemized on an additional proposal and will be subject to the same terms and conditions of the original contract. This work will not be performed unless we have signed approval from the owner or his authorized representative.
- IT IS THE OWNER'S RESPONSIBILITY TO HIRE A PROFESSIONAL GEOTECHNICAL ENGINEER FOR INVESTIGATION, ANALYSIS AND DIRECTION RELATING TO ALL EXISTING CONDITIONS AND PROPOSED WORK AT THE OWNER'S PROPOSED PROJECT SITE. AACI MAKES NO CLAIMS OF HAVING EXPERTISE IN THIS FIELD AND WILL ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY COMPLICATIONS THAT MIGHT RESULT FROM SUBSURFACE DEFECTS OR FAILURE. SUCH COMPLICATIONS ARE NOT SUBJECT TO CORRECTION UNDER OUR WARRANTY.
- This proposal makes no provision for any irrigation system modification or installation. It is the sole responsibility of the owner to provide design and installation of irrigation for the project.
- This proposal makes no provision for fencing of any type.
- This contract makes no provision for landscaping. Any work required by the owner of this type, is extra work.
- Owner must provide AACI with a clear and reasonable access route to the site. The access route must be approximately 12' wide. AACI will not be responsible for any work relating to the refurbishing or repair of this access route including asphalt driveways, lawns, sidewalk etc. Where tennis courts are involved, the Owner or General Contractor must provide access to a 30 feet wide corner of the tennis court battery being constructed. In the event AACI is required to remove any vegetation in order to gain access within the 12' wide access area, AACI will not be responsible for the replacement of this vegetation. It will be the owner's responsibility to replace any and all vegetation within the required 12' wide access area.
- All required permits, variances, governmental approvals, stormwater management approvals etc. are the sole responsibility of the owner. The owner by execution of the contract has represented to AACI that all such permits and approvals have been acquired. AACI will not be liable for any damages, etc. for the failure of the owner to obtain these permits, etc. from the appropriate government agency.
- If rock is encountered, it will be extra work. See extra work note.
- This proposal is offered with the understanding that only this proposal or an AIA Standard Subcontract Form or AIA Short Subcontract Form will be acceptable as a form of agreement to commence work. AACI will only commence work if this proposal is included as an attachment to any AIA agreement for the proposed work and the Owner, Owner's Representative or General Contractor agrees to all of the terms and conditions included with this proposal.
- Subgrade preparation is to be performed by the Owner or General Contractor prior to AACI commencing work. Subgrade shall be plus and minus .1 (one-tenth) feet with cuts equaling fills and compacted to project specifications.
- This bid is based upon the use of liquid asphalt at the published price on the date of this proposal. If the Wholesale Price Index of the Department of Transportation increases after the date of bid, the owner or General Contractor will be liable to reimburse AACI for this additional cost. Final contract amount will be adjusted, up or down, in accordance with such average listed price during the time the work is under construction.
- This price is based on the payment of prevailing wage rates to all workmen employed. All labor provided for work on this contract by AACI will be non-union. Any union labor required due to the general contractors contractual union agreements, Project Labor Agreements, or job specific apprenticeship requirements, will be provided by the general contractor at no cost to AACI.
- This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary additional charges will apply and be paid by the customer.
- This proposal is good for 60 days from estimate bid date.
- AACI is not a stormwater management design firm and AACI takes no responsibility for any issues, defects, or deficiencies for any requirements concerning stormwater management. It is solely the owners responsibility to attain a qualified storm water management design firm for any requirements pertaining to this project.
- All running track striping performed by AACI will conform to the American Sports Builder Association Class 5 certification. Any additional work beyond the ASBA Class 5 Certification is considered extra work. Please see extra work note.
- AACI can not be responsible for the failure of a pavement to support a normal workload in the performance of the proposed work. More specifically, if it is required of AACI to travel over an asphalt pavement with any supply supply truck to furnish specific work, AACI can not be responsible for the failure of the pavement profile and subgrade to support the supply truck. AACI will not be responsible for any remedial work required to repair any damaged areas due to normal construction traffic.
- It is the intention of AACI to use laser controls whenever possible, however, there are situations where the existing pavement has insufficient planarity, slope or design to utilize laser controls. In those situations, AACI will employ laser guidance wherever possible to improve the existing condition.
- Prior to AACI commencing work, radius points must be established and in place. In the event these are not established and in place, the add on fee for AACI to establish the radius points will be \$750.
- AACI purchases state certified mixes from asphalt suppliers whenever they are engaged in constructing or resurfacing asphalt tennis courts. AACI will not be responsible for any problems arising out of silt, clay ball, etc. that may occur after the installation and will not be subject to corrective work under our warranty.
- It is our intention to install the product or system listed in our proposal, however AACI reserves the right to substitute any USA made, generally accepted, functionally equivalent product or system at any time and at AACI's sole discretion.

- All claims, disputes and/or other matters arising out of or relating to this agreement, or breach thereof, shall, at the sole discretion of AACI, be decided by way of arbitration or litigation. If arbitration is selected by AACI, the arbitration shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association in effect on the date the Demand for Arbitration is filed. AACI's decision to arbitrate shall be specifically enforceable under the prevailing arbitration law. Unless AACI elects otherwise, any arbitration hereunder shall be held in Trenton, New Jersey. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law by any Court having jurisdiction thereof. In the event AACI elects to have disputes arising under or related to this agreement decided by way of litigation, the parties specifically agree the Superior Court of New Jersey, Law Division, will have exclusive jurisdiction and all such actions will be venued, at AACI's discretion, in either Mercer County or the County where the project is located. If the Subcontractor wishes to commence a dispute resolution procedure, it shall notify AACI, in writing, of its intentions, and AACI, within 14 days of receiving said notice, will inform the Subcontractor of its decision to elect arbitration or litigation. Upon receipt of AACI's decision, the Subcontractor will be free to commence the selected dispute resolution alternative. If the Subcontractor commences an action or arbitration prior to notifying AACI and receiving AACI's decision as required above, and AACI is then required to commence an action in Superior Court to enforce its rights under this provision, the Subcontractor will be required to reimburse AACI for all costs and attorney fees incurred by AACI referable to said action.
- AACI will not be held responsible for moisture accumulation under the surface after installation which may cause: 1) bubbles on the surface, 2) adhesion problems or failures, or 3) discoloration, 4) other problems or failures not related to defects in materials.
- Sealed Polyurethane Systems require drainage that, at a minimum, meet DOT specifications for the State where installed. Any failure of the sealed system, such as bubbling, etc. will not be the responsibility of AACI and is not subject to correction under our warranty. Proper drainage should be designed by a professional and ensure that there be no moisture accumulation under the pavement surface.
- Relating to any running track synthetic resurfacing, the existing running track synthetic surface upon which AACI's work is to applied is not subject to repair or correction under our warranty. Furthermore, we will not be responsible for the pre-existing surface to perform to any standard nor do we guarantee its successful performance. Please be advised that any resurfacing or recap is a repair in nature and not a new full depth surface and any imperfections in the pre-existing synthetic surface may mirror, telegraph, etc.
- This proposal is based solely on the color named for the specific polyurethane surface bid. Any other color is potentially an upcharge and will need to be approved via executed changeorder.
- Please be advised, Florida Public or Private School Owners, etc. wishing to take advantage of "Owner Direct Purchasing" will be charged an administration fee of 3% of the total cost of the material item they wish to purchase.

**Payment Terms:**

Net cash 30 days from invoice date. No retainage is to be held. A finance charge of 2% per month, compounded monthly, will be applied to all past due balances beginning on the date of invoice.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>American Athletic Courts, Inc</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Albert Buciorelli-Senior V.P. Estimating/Project Abuc@trackandturf.com</p>
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