

## **AGREEMENT FOR TENNIS COURT CONSTRUCTION SERVICES**

This Agreement for tennis court construction services (the "Agreement"), made this 21<sup>st</sup> day of April, 2017, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and U.S. Tennis Court Construction Co., an Illinois corporation (the "Contractor"), with its principal place of business at 204 Industrial Drive, Lockport, IL 60441, collectively referred to as the "Parties" or individually as "Party."

### **WITNESSETH**

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

#### **1. Labor and Materials**

The Contractor shall provide all labor, equipment and materials required to complete the following work: Central Tennis Court Crack Repair, Color Coating, and Net Post Replacement (the "Work"), as indicated in Park District Request for Quote and Contractor's **Quote**, dated March 14, 2017, attached to and incorporated as part of this Agreement as **Exhibit A** (the "Contractor's Proposal").

#### **2. Term**

The term of this Agreement shall be commence on June 1, 2017 and expire on June 30, 2017, (the "Term") unless terminated earlier pursuant to the terms of this Agreement.

#### **3. Performance of Work**

Contractor agrees to perform in a good and workmanlike manner and to the best of Contractor's ability, experience, and talents, in accordance with generally-accepted \_\_\_\_\_ practices in the Greater Chicago area, all of the duties that are described in Contractor's Proposal or as otherwise required by the express and implicit terms of this Agreement, to the satisfaction of the Park District. Contractor's duties may be specified and modified from time to time by the Park District in writing.

The Park District reserves the right to evaluate Contractor's performance of the Work, its employees and agents and, in the event such Work or performance are not in conformity with the requirements of this Agreement, as determined by the Park District, the Park District shall have the option to terminate this Agreement in accordance with Section 8 of this Agreement. Should the Park District reasonably determine that the performance of an employee or contractor of Contractor is inadequate or that said employee's or contractor's continued presence is in any way inconsistent with the policies and practices of the Park District, Contractor shall remove or reassign said employee or contractor immediately upon receipt of

notice from the Park District.

Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

#### **4. Contract Sum**

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement for the Term of this Agreement as follows: \$17,850.00

#### **5. Payment**

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

#### **6. Cleaning Up**

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

#### **7. Safety of Persons and Property**

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - 1. employees engaged in the Work and other persons who may be affected thereby; and
  - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

## **8. Termination**

- a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

- b. Park District may terminate the Agreement, in whole or in part, for cause as follows:

- (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued the same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor. Failure of Contractor to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District.

In the event the Park District terminates this Contract in accordance with this Section 8(b)(i), the Park District may enter into an agreement with another Contractor or Contractors to provide the Work. In such event, Contractor shall be liable to the Park District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining the Work from the substitute Contractor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees plus.

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then the Park District may, without prejudice to any other right or remedy, immediately terminate the retention of Contractor and/or finish or cause to be finished the Contractor's Work required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default, such excess shall be paid to Contractor. If such expense plus the Park District's losses and damages shall exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination, including but not limited to the Park District's right to collect sums due from Contractor under this Agreement and remedies for breach of this Agreement and Contractor's obligations to make such payments and compensate Park District for such breach.

#### **9. Insurance**

Contractor will procure and maintain during the Term the insurance coverages provided in **Exhibit B**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

#### **10. Indemnification**

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit B**.

#### **11. No Liability**

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or

indirectly, to Contractor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, contractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

**12. Compliance with Laws and Permits**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit C** to this Agreement.

**13. Choice of Law and Venue**

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

**14. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

**15. No Waiver**

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

**16. Independent Contractor**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

**17. Non-Assignment**

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

**18. Notices**

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:	Wheaton Park District 102 E. Wesley Street Wheaton, IL 60187 (Fax) 630-665-5880 Attention: Executive Director
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If to Licensee:	U.S. Tennis Court Construction Co. 204 Industrial Dr. Lockport, IL 60441 (815) 588-3700 Attention: Michael Laniosz
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**19. Entire Agreement; No Amendment**

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

## **20. Headings**

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

## **21. Severability**

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

### **WHEATON PARK DISTRICT**

By:



M. Bernard Exec D/S 5/5/17

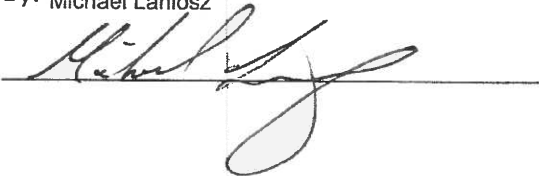
Attest:

By:

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### **CONTRACTOR**

By: Michael Laniosz



Attest:

*Lori Laniosz*

By: Lori Laniosz

637454



***Wheaton Park District  
Request for Quotes  
2017 Central Park Tennis Court Crack Repair, Color Coating, and  
Net Post Replacement***

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**General Information**

The Wheaton Park District is requesting quotes to provide professional services for tennis court repairs at Central Park in Wheaton, IL. Quotes shall be submitted electronically on or before 10:00AM on Friday March 24, 2017. This email should clearly state in the subject line "Response to 2017 Central Park Tennis Court Crack Repair, Color Coating, and Net Post Replacement". Please send your quotes to:

Annie Lynch, Assistant Planner  
[alynch@wheatonparks.org](mailto:alynch@wheatonparks.org)

The park district may accept the quote of, and proceed to negotiate a contract for the work to the lowest responsive and responsible party as determined by and in the sole discretion of the Park District.

**General Conditions**

The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201-2007, as modified by the Park District and included in these Bid Documents (the "General Conditions").

**Supplementary Conditions**

The General Conditions are hereby amended to include the following:

**1. INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall obtain insurance of the types and in the amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

## **E. General Insurance Provisions**

### **1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

### **2. Acceptability of Insurers**

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

### **3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

## **5. Subcontractors**

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

### **F. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in DuPage County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

### **IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES**

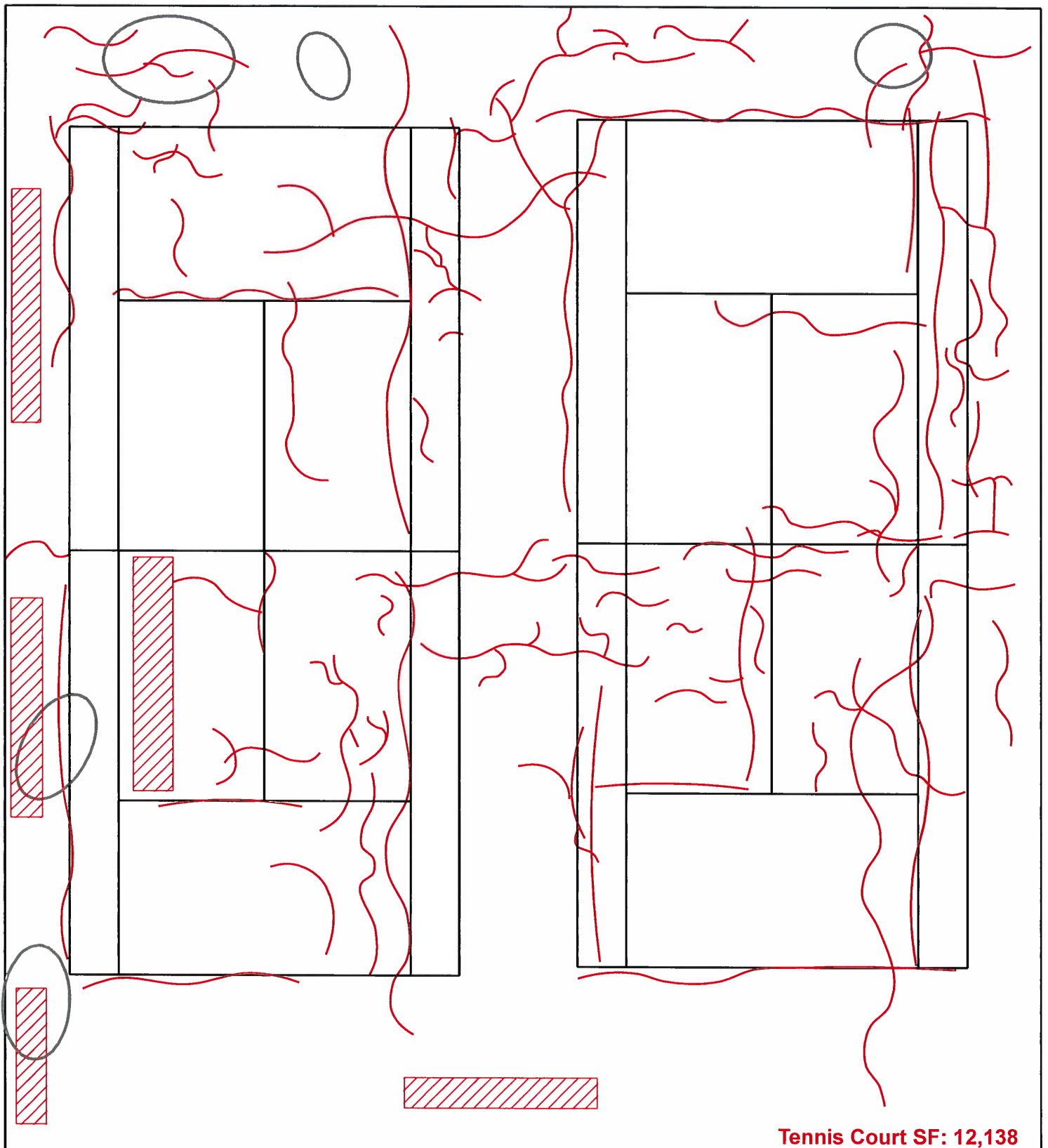
Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <http://www.illinois.gov/idol/Laws->

Rules/CONMED/Pages/Rates.aspx. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.




### **Project and Scope of Work**

The project is to remove and install 2 new sets of net posts, clean courts, leveling of low areas, repair cracks, and color coating of 2 doubles tennis courts with a four coat acrylic system. Site work is scheduled to begin June 1, 2017 with a final completion date of June 30, 2017. The project specifications and limitations can be seen in the attached exhibits.

<b><u>Item – Two Courts</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>
Price per LF for crack repair beyond the 1,207 LF in base bid.	LF	\$
Price per SF for color coat beyond the 12,138 SF in base bid.	SF	\$



**Tennis Court SF: 12,138**

-  Structural Cracking
-  Surface Cracking
-  Suspected Low Areas

Note: 1,207 LF of Cracks Measured and Located 3/3/2017  
Contractor to verify quantities in field for quote.

**Central Park  
600 S. Main St.  
Wheaton, IL**



## **SECTION 016000**

### **PROTECTION, REPAIR AND CLEANING**

#### **PART 1 GENERAL**

##### **1.01 PROTECTION OF EXISTING PROPERTY**

- A.** The construction site must be protected from unauthorized personnel at all times. The installation of a semi-permanent construction fence may be required on projects that will be prolonged over a period of time. The installation of temporary fences, barricades, cones and signs may also be required. No additional compensation will be made to the Contractor for construction site protection.
- B.** Provide protective materials and methods, as required, to protect existing buildings and adjacent surfaces, features, and property. The Contractor is responsible for any damage resulting from work under this Contract.
- C.** Take precautions to protect the building grounds from damage due to necessary construction traffic.
- D.** Existing materials that are to be salvaged for reuse, or given to the Owner, shall be removed carefully and stored in a manner and location to prevent damage until utilized.
- E.** Prevent access by the public to materials, tools, or equipment.

##### **1.02 REPAIRS OF EXISTING PROPERTY**

- A.** Access to the construction site will be the responsibility of the Contractor. Property that is traveled over to gain access to the construction site will be properly repaired to the existing conditions or better, at the Contractor's expense, to the satisfaction of the Owner. This includes all bituminous, concrete, grass or other types of surfacing materials.
- B.** When it is required to remove or alter the existing property, all affected areas shall be properly repaired to the existing conditions or better, at the Contractor's expense, to the satisfaction of the Owner.
- C.** Existing materials designated to remain, which are damaged or defaced as a result of the work and are unsuitable for the use intended, shall be replaced at the Contractor's expense to the satisfaction of the Owner.
- D.** Use approved procedures and materials to repair defective or incomplete surfaces caused or exposed by work at the project.
- E.** Repairs required by the Contract, or necessary because of damage from this Work, shall use products equivalent to, and compatible with, the existing materials.

##### **1.03 CLEANING**

- A.** Refer to the General Conditions for requirements pertaining to the removal of waste materials or rubbish caused by the work, and the restoration of existing areas affected by the work. In case of undue delay or dispute, the Owner may remove rubbish, materials, and equipment and charge the costs to Contractor. These actions are permissible by the Owner 48 hours after a written notice has been transmitted to the Contractor.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**END OF SECTION**



## **SECTION 323700**

### **TENNIS COURT NET POST & CENTER TIE DOWNS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A.** Section Includes:
  - 1. Tennis court net posts

#### **PART 2 PRODUCTS**

##### **2.01 MANUFACTURERS/SUPPLIERS**

- A.** Douglas Industries, Inc.  
Box 393  
Eldridge, IA 52748

##### **2.02 NET POSTS - Color to be Black**

- A.** #63054 Premier 3" square tennis net post with sleeve manufactured by Douglas Industries.

##### **2.03 CENTER TIE DOWNS**

- A.** Center tie down anchor to be or #63428 manufactured by Douglas Industries

#### **PART 3 EXECUTION**

- A.** Accurately measure and mark out location of net posts and center tie downs per ASBA and USTA guidelines.
- B.** If installation is through the final asphalt surface, protect surface from oil drippings of equipment, tire marks, concrete drippings, etc.
- C.** Cut asphalt with an air spade in a 24" diameter circle (no squares) for net posts and 12" diameter circle (no squares) for center tie downs to eliminate lifting of the asphalt during auguring of holes. Cut through both surface and binder course.
- D.** Keep area clean to prevent surface of asphalt from being contaminated from spoils.
- E.** Remove all spoils from area and clean asphalt surface.
- F.** Dispose of spoils off site

### **3.01 EXAMINATION**

- A.** Examine finished elevations and installation conditions. Do not begin work until all unsatisfactory conditions are corrected.

### **3.02 INSTALLATION**

- A.** Install net posts in 24" diameter footing, 5' deep.
- B.** Top of sleeve to be flush with final elevation of asphalt
- C.** Install center tie downs in 12" diameter footing, 2' deep

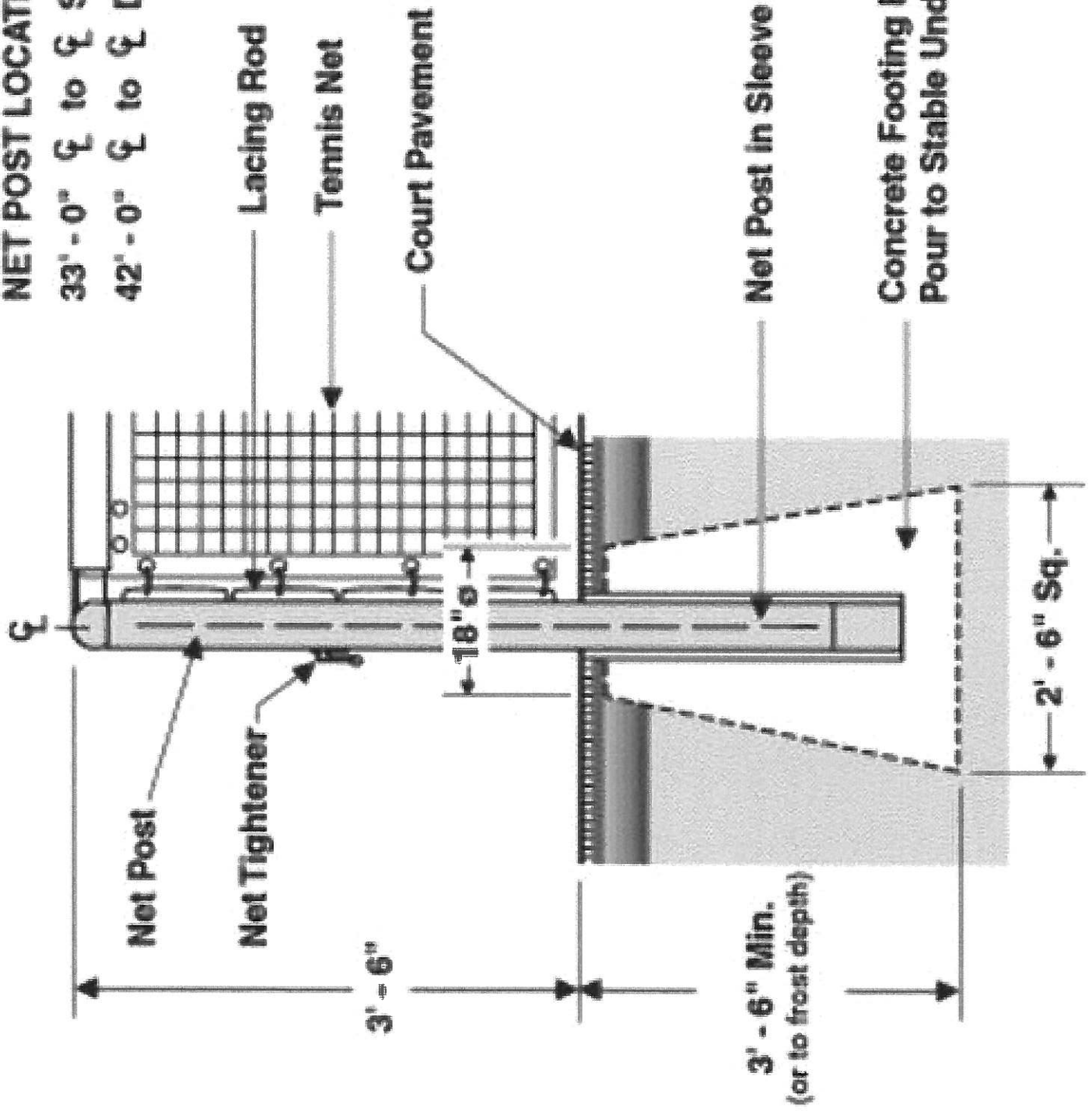
### **3.03 FIELD QUALITY CONTROL**

- A.** Materials installed under this Section shall be subject to testing by the Owner at his expense. Materials tested and found to be not in strict conformance with this Section shall be promptly removed and replaced by the Contractor at his expense.

**END OF SECTION**

# NET POST LOCATIONS:

- 33' - 0"  $\varnothing$  to  $\varnothing$  Singles Court.
- 42' - 0"  $\varnothing$  to  $\varnothing$  Doubles Court.



## **SECTION 323650**

### **FLEXIBLE TENNIS COURT COLOR FINISH SYSTEM**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A.** Section Includes:
  - 1. Filler material.
  - 2. Color finish system.

##### **1.02 SUBMITTALS**

- A.** Submit filler material product data and specification information provided by the manufacturer.
- B.** Furnish the manufacturer's material product data and specification information stating the color finish system is especially made for use on tennis courts.
- C.** Submit 2 sets of color samples to the consultant for Owner color evaluation.

##### **1.03 QUALITY ASSURANCE**

- A.** Quality assurance personnel will perform intermittent inspections during the filling and color finish system operations.
- B.** The contractor is to supply the barrel or tote product and manufacturing production numbers for each barrel or tote of acrylic resurfacer or color product used on this project before any application of products.

#### **PART 2 PRODUCTS**

##### **2.01 ACRYLIC FILLER OVER BITUMINOUS PAVEMENT**

- A.** A cold-applied sealer manufactured with mineral fillers, suitable for mixing with graded mineral aggregate, meeting the following requirements.

Color	Black
Acrylic	44%
Pigment	40%

- B.** The mineral aggregate shall be a uniformly graded, durable, clean, hard material, or manufactured sand, free of clay lumps and organic matter, meeting the following requirements.

Sieve Size	Percent Passing by Weight
No. 16	100
No. 20	85 - 100
No. 30	15 - 85
No. 40	2 - 15
No. 100	0 - 2

C. The first coat of acrylic resurfacer shall have a minimum of 600 lbs of sand per 50 liquid gallons of acrylic resurfacer. (Pre-mixed)

## 2.02 ACRYLIC COLOR FINISH SYSTEM AND STRIPING

A. The color finish system and line striping paint shall be a non-glaring acrylic latex emulsion meeting the following requirements.

Background Color	Blue
Playing Court Color	Green
Line Striping Color	White
Acrylic Latex Emulsion	25% minimum
Pigment (Color)	40% minimum
Pigment (Line Striping)	40% minimum

## PART 3 EXECUTION

### 3.01 ACRYLIC EMULSION FILLER OVER BITUMINOUS PAVEMENT

A. Surface Preparation:

1. For cracks that are 1/4" wide or wider, rout, sterilize and fill cracks with a mixture of silica sand and Portland cement, "crack patch binder", specifically designed for applications on tennis courts. The filler material shall be level with the adjacent surfaces. The filling of the cracks or low areas and sanding is to be approved by the engineer before any coatings or Armor Crack Repair System is installed. Any Armor installed before approval of the consultant will be removed for inspection and replaced by the contractor at the contractors expense.
2. For cracks that are less than 1/4" wide, seal the cracks with a color pigmented, cold applied elastomeric sealant, specifically designed for applications on tennis courts. The sealer material shall be level with the adjacent surfaces.
3. The pavement surface must be completely cleaned of dust, dirt, debris, and all loose materials by power washing. The power washing shall be performed with a high-pressure power washer capable of providing 6,000 psi for general dirt and debris removal.
4. Tennis courts that need complete removal of the existing color coat system shall be power washed with a high-pressure power washer capable of removing the existing color coat system without causing any damage to the underlying bituminous or concrete surface.
5. On new bituminous surfaces, allow a minimum cure period of 28 days before the application of filler materials.
6. On existing tennis courts or old bituminous pavement surfaces, apply a primer before using the filler materials.

**B. Application:**

1. The following workday after bituminous placement, flood the courts with water. Depressions holding water over 1/8 inch deep shall be leveled with either a mixture of silica sand and Portland cement, "crack patch binder", or an acrylic emulsion filler. The color coat subcontractor must be present during the flood test.
2. If the leveling of the ponds requires a fine sand bituminous mix, the curing period will not start until the fine sand bituminous mix is in-place.
3. If the leveling of the ponds requires a "crack patch binder" or an acrylic emulsion filler, the leveling shall be performed after the curing period has expired.
4. Provide a minimum of two applications of the acrylic filler material at the consistency and thickness recommended by the manufacturer. Do not apply the material too thick. An application placed too thick may cause blistering and peeling of the color coat system.
5. The filler materials shall be completely cured before applying successive applications. If the materials have not cured properly, they may cause blistering and peeling of the color coat system.
6. Apply the acrylic filler materials during good weather conditions when the air temperature is between 55 degrees F and 90 degrees F and rain is not forecast or imminent.

### **3.02 ACRYLIC COLOR FINISH SYSTEM AND STRIPING**

**A. Surface Preparation:**

1. Do not apply the background color system until all the depressed or deficient areas have been corrected.
2. The pavement surface must be completely cleaned of dust, dirt, debris, and all loose materials before the application of the color coat system.

**B. Application:**

1. Apply the color finish system at a rate of 0.05 gallons per square yard, or as recommended by the manufacturer, with a squeegee to provide a uniform texture, color, and density, free of holidays or voids.
2. Apply a minimum of two applications, more if recommended by the manufacturer. Provide additional applications over the entire surface if the final application is non-uniform. Apply additional coats until a uniform surface is achieved. Do not apply the material too thick. An application placed too thick may cause blistering and peeling of the color coat system.
3. The filler materials shall be completely cured before applying successive applications. If the materials have not cured properly, they may cause blistering and peeling of the color coat system.
4. The tennis courts color coat system shall cure a minimum of 48 hours before applying the line striping paint.
5. Apply the color coat system and line striping during good weather conditions when the air temperature is between 55 degrees F and 90 degrees F and rain is not forecast or imminent.
6. Apply the line striping paint according to the U. S. Tennis Association and ITF Specifications. Do not apply the line striping paint in windy conditions. Lines that are found to be crooked, wavy or out of line shall be colored out and

restriped at no additional cost to the Owner. Lines shall be masked. Line dimensions shall meet or exceed the following ITF tolerances.

Description	Dimension	Tolerance	Approximate Conversion
Middle of net to singles sideline #	13' 6"	+/- 5 mm	3/16"
Middle of net to singles sticks *#	16' 6"	+/- 5 mm	3/16"
Middle of net to doubles sidelines #	18'	+/- 5 mm	3/16"
Middle of net to net posts * #	21'	+/- 6 mm	1/4"
Half court diagonal (doubles)	53' 7/8"	+/- 16 mm	5/8"
Net to baseline	39'	+/- 12 mm	1/2"
Distance between doubles sidelines	36'	+/- 11 mm	7/16"
Doubles sidelines to singles sidelines	4' 6"	+/- 5 mm	3/16"
Single sidelines to centre mark	13' 6"	+/- 5 mm	3/16"
Net to serviceline	21'	+/- 6 mm	1/4"
Centre serviceline to singels sideline	13' 6"	+/- 5 mm	3/16"
Half court diagonal (singles)	47' 5 1/4"	+/- 14 mm	9/16"

\* = Measured to the center of the net posts/singles sticks

# = Where the position of X cannot be located precisely, use a reference point midway across the center serviceline.

**C. Acceptable products:**

1. The following manufacturers are approved for this project, any other manufacturers need written approval by the consultant before bidding.  
NuSurf and ColorFlex by Laykold

**END OF SECTION**



U.S. Tennis Court Construction Company  
 204 Industrial Dr.  
 Lockport, IL 60441  
 Phone # (815)588-3700  
 Fax # (815)588-3707  
 ustenniscourt@gmail.com  
 www.ustenniscct.com



## Quote

Date	Quote #
3/14/2017	2017.046

### Customer

Wheaton Park District  
 102 E. Wesley St.  
 Wheaton, IL 60187  
 Annie Lynch

Phone: 630-510-4976

Fax:

alynch@wheatonparks.org

### Project

Central Park 2 Tennis courts

Item	Description	Amount
Color coat system	Base Bid Item #1 1. Pressure wash entire surface in preparation for color surfacing 2. Rout, clean, and fill cracks with court patch binder 3. Level "bird baths" to reduce duration of standing water 4. sand and pre-coat all patches 5. Apply 2 coat of sand fortified 100% acrylic resurfacer. 6. Apply 2 coats of textured acrylic color 7. Layout, mask, prime and paint line striping for 2 tennis courts **Cracks will form where structural cracks have been filled in the fall of the same.	12,850.00
net post	Base Bid Item #3 Remove and replace existing net posts new Douglas 3" square tennis net posts and center anchors in specified sleeves and concrete footings. section 323700	5,000.00
Unit Pricing	Price per LF for crack repair WITH ARMOR beyond 1,207 ADD \$18.00 per linear foot Price per sf for color coat beyond 12,138 ADD: \$0.60 per sqft	
<b>Terms:</b> Based on Completion		<b>Total</b> \$17,850.00

If listed above, Please list accepted alternates by number before returning: \_\_\_\_\_

All work is covered by a one year warranty. All work is to be completed in a workman like manner in accordance with standard practices. Any alteration or deviation from the above outlined description involving extra cost will be executed upon written order and will become an extra charge over and above this estimate. Our employees are completely covered by workmen's compensation insurance. Certified payroll is available upon request.

#### \*\*\*ACCEPTANCE OF PROPOSAL\*\*\*

If the quotation is acceptable, please either submit a written purchase order, subcontract agreement, or sign and date this form. The signing of this form is an acknowledgement that the above scope of work, pricing, and conditions are satisfactory and are hereby accepted. And that U.S. Tennis Court Construction Co. is authorized to complete the work as specified. Quote valid for 90 days.

Prepared By:

  
 Michael T. Lanius

Upon Acceptance Sign, \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title \_\_\_\_\_

**EXHIBIT B**  
**INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**I.     Insurance**

**A.   Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at Owner's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**B.   Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

**C.   Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured

endorsement CG 20 10 or a substitute endorsement acceptable to Owner under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's and Architect's work.

**D. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by Owner, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

**2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as

respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

## **5. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

### **I. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's obligations pursuant to this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Contractor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Agreement.

**EXHIBIT C**  
**CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT**

**Note: The following certifications form an integral part of the Agreement between the Park District and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by the Park District.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; and 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. (i) Contractor's proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Park District and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois

Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

- K. Contractor is not barred from contracting with the Park District because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

U.S. Tennis Court Construction Company

CONTRACTOR

By: Michael Laniosz  
Its: President

STATE OF IL )  
 )ss  
COUNTY OF Kendall )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Michael Laniosz appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 5/2/2017

Jeffrey C. Dedic  
(Notary Public)

(SEAL)

