

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2017-0351

Innoprise Contract #: C17-0080

Year: 2017

Amount: \$99,420.00

Department: Gary Couch - Parks

Contract Type: Construction & Installation

Contractors Name: U.S. Tennis Court Construction Company

Contract Description: Park Court Repairs 2017

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES

Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

August 14, 2017

Mr. Michael Laniusz
U.S. Tennis Court Construction Company
204 Industrial Drive
Lockport, Illinois 60441

NOTICE TO PROCEED – Park Court Repairs 2017

Dear Mr. Laniusz:

This notification is to inform you that the Village of Orland Park has received all necessary documents and bonds in order for work to commence on the above stated project as of July 24, 2017. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Gary Couch at 708-403-6241 regarding this work.

The Village has processed Purchase Order #17-002240 for this contract and emailed this to your company at the end of July. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated June 15, 2017 in an amount not to exceed Ninety Nine Thousand Four Hundred Twenty and No/100 (\$99,420.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:
cc: Gary Couch

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
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June 15, 2017

Mr. Michael Laniusz
U.S. Tennis Court Construction Company
204 Industrial Drive
Lockport, Illinois 60441

NOTICE OF AWARD – Park Court Repairs (ITB 17-020)

Dear Mr. Laniusz:

This notification is to inform you that on June 5, 2017, the Village of Orland Park Board of Trustees approved awarding U.S. Tennis Court Construction Company the contract in accordance with the bid you submitted dated April 28, 2017, for Park Court Repairs (ITB #17-020) for an amount not to exceed Ninety Nine Thousand Four Hundred Twenty and No/100 (\$99,420.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by June 29, 2017.

- Attached is the Contract for Park Court Repairs. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.
- Please submit Performance and Payment Bonds, dated June 15, 2017. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and Performance & Payment Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

cc: Gary Couch

Received

JUL 24 2017

Orland Park Department



ORLAND PARK
Park Court Repairs
(Contract for Small Construction or Installation Project)

This Contract is made this 15th day of June, 2017 by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and U.S. TENNIS COURT CONSTRUCTION COMPANY (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- o The Invitation to Bid
- o The Instructions to the Bidders
- o Any Addenda issued

The Bid Proposal as it is responsive to the VILLAGE's bid requirements

Affidavit of Compliance

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Crack filling, repair and color coating (RCC), asphalt overlay repair, and fencing at various tennis and basketball courts, and inline hockey rinks, as well as, striping and post installation to accommodate pickleball courts at some locations. The locations include Doogan Park, Wedgewood Estates Park, Schussler Park, Discovery Park, Emerald Estates Park, and Eagle Ridge Park

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amounts for the WORK:

Unit Prices:

Doogan Park Tennis Court	\$33,120
Wedgewood Park Tennis Court	\$23,850
Schussler Park Basketball Court	\$ 6,285
Discovery Park Tennis Court	\$11,545
Emerald Estates Park Tennis Court	\$ 8,320
Eagle Ridge Park Tennis Court	\$16,300

TOTAL: an amount not to exceed Ninety Nine Thousand Four Hundred Twenty and No/100 (\$99,420.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by October 31, 2017 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.)

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

Michael Laniusz
President
U.S. Tennis Court Construction Company
204 Industrial Drive
Lockport, Illinois 60441
Telephone: 815-588-3700
Facsimile: 815-588-3707
e-mail: ustenniscourt@gmail.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE OF ORLAND PARK

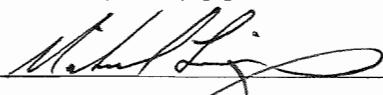
By: 

Print name: Joseph S. LaMars

Its: Interim Village Manager

Date: 7/25/17

FOR: U.S. TENNIS COURT
CONSTRUCTION CO.

By: 

Print name: Michael Laniusz

Its: President

Date: 6/29/2017

**VILLAGE OF ORLAND PARK
CONSTRUCTION CONTRACT
Terms and General Conditions**

Terms and General Conditions for the CONTRACT between The Village of Orland Park (the "VILLAGE") and U.S. Tennis Court Construction Company (the "CONTRACTOR") for Park Court Repairs (the "WORK") dated June 15, 2017 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1. VILLAGE'S RIGHTS AND DUTIES

- 1.1.1. Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2. The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3. The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4. The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5. If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2. CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1. The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.
- 1.2.2. The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the

performance of the CONTRACT.

1.2.3. CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.

1.2.4. CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.

1.2.5. The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.

1.2.6. The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.

1.2.7. CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

1.2.7.1. This CONTRACT calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR

and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2. Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

1.2.8. CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1. The CONTRACT consists of the following documents and items:

- 2.1.1. Agreement between the parties
- 2.1.2. Terms and General Conditions to the Agreement
- 2.1.3. Special Conditions to the Agreement, if any
- 2.1.4. The Project Manual dated April 13, 2017 which includes
 - Invitation to Bid
 - Instructions to the Bidders
 - Specifications and Drawings, if any
- 2.1.5. Accepted Bid Proposal as it conforms to the bid requirements
- 2.1.6. Addenda, if any
- 2.1.7. Affidavit of Compliance required by the VILLAGE
- 2.1.8. Required Certifications and documents as may be required by other project funding agencies
- 2.1.9. Required Certificates of Insurance
- 2.1.10. Performance and Payment Bonds

ARTICLE 3: PAYMENTS AND COMPLETION

- 3.1. The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 3.2. No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.
- 3.3. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1. Payment will not be made without certified payrolls on file.
- 3.4. Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.
- 3.5. All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

ARTICLE 4: TAXES

- 4.1. The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

- 5.1. The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material

ARTICLE 6: ASSIGNMENT

- 6.1. The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.
- 6.2. WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.
- 6.3. The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.
- 6.4. The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.
- 6.5. By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

- 7.1. All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.
- 7.2. The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

- 8.1. If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove

materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

- 8.2. Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.
- 8.3. All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

ARTICLE 9: DISPUTES AND VENUE

- 9.1. Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the Village Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.
- 9.2. Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

- 10.1. Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by

CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1. Insurance Requirements

11.1.1. The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

11.1.2. The amounts and types of insurance required are defined in Exhibit A, a copy of which is attached hereto and made a part hereof.

11.1.3. CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

11.2. Indemnification

11.2.1. The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the

VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2. The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS, if applicable

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1. All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1. VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

EXHIBIT A

Insurance Requirements

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit
\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's.

Original Unbound

BIDDER SUMMARY SHEET ITB #17-020 Park Court Repairs

Business Name: U.S. Tennis Court Construction Company

Street Address: 204 Industrial Drive

City, State, Zip: Lockport, IL 60441

Contact Name: Michael Laniusz

Title: President

Phone: 815-588-3700 Fax: 815-588-3707

E-Mail address: ustenniscourt@gmail.com

PRICE PROPOSAL

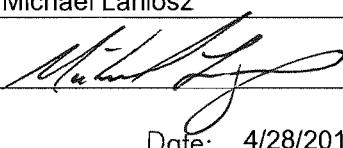
GRAND TOTAL BID PRICE	\$ <u>Unable to accurately bid per plans and specs.</u>
-----------------------	---

Voluntary Alternate bid based on contractor provided specifications \$ 297,690.00

* See attached Exhibit 1 & 2.0-2.3 for additional explanation and details

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Michael Laniusz

Signature of Authorized Signee: 

Title: President Date: 4/28/2017

AFFIDAVIT OF COMPLIANCE

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Michael Laniusz,
(Enter Name of Person Making Affidavit)

as President
(Enter Title of Person Making Affidavit)

and on behalf of U.S. Tennis Court Construction Company,
(Enter Name of Business Organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes No

Federal Employer I.D. #: 36-3494401
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one):

Sole Proprietor

Independent Contractor (Individual)

Partnership

LLC

Corporation Illinois October 23rd 1986
(State of Incorporation) (Date of Incorporation)

2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes No

The Bidder is authorized to do business in the State of Illinois.

3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) SEXUAL HARASSMENT POLICY COMPLIANT: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes No

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights

Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting

agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) PREVAILING WAGE COMPLIANCE: Yes No

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes No

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: _____

Brief Description of Program: _____

U.S. Tennis Court Construction is currently researching apprenticeship programs
with the Associated Builders and Contractors, Inc. Illinois Chapter.

8) TAX COMPLIANT: Yes No

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Michael Laniusz
Name of Authorized Officer

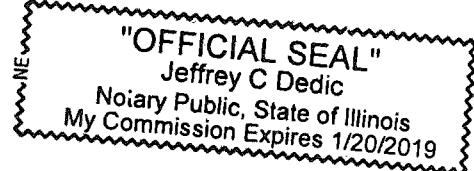
President
Title

4/28/2017
Date

Subscribed and Sworn To
Before Me This 28th Day
of April, 2017.



Notary Public Signature



NOTARY SEAL

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 28th DAY OF April, 2017


Signature
Michael Laniusz / President
Printed Name & Title

Authorized to execute agreements for:

U.S. Tennis Court Construction Co.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2017

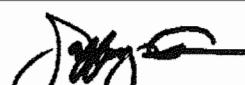
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARK J WRIGHT (14968) 7601 W 191ST ST STE 2 TINLEY PARK, IL 60487-0000	CONTACT NAME: MARK J WRIGHT	
	PHONE (A/C, No, Ext): 708-403-2416 E-MAIL ADDRESS: MARK.WRIGHT@COUNTRYFINANCIAL.COM	FAX (A/C, No): 708-403-2528
INSURED 3759947 U S TENNIS COURT CONSTRUCTION CO % LANIOSZ MIKE 204 INDUSTRIAL DR LOCKPORT, IL 60441	INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Company	NAIC # 20990
	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
						WVD	
A	GENERAL LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	AM9111132	11/15/2016	11/15/2017	EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	BUSINESS OWNERS					PERSONAL & ADV INJURY	\$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	AV9111134	11/15/2016	11/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person)	\$
	HIRED AUTOS					BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	AU9111135	11/15/2016	11/15/2017	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N N/A	AW9111133	11/15/2016	11/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
WAIVERS: SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL (CONTINUED)							

CERTIFICATE HOLDER				CANCELLATION			
VILLAGE OF ORLAND PARK 14700 RAVINIA AVE ORLAND PARK, IL 60462				<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 			

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AGENCY CUSTOMER ID: _____
LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED U S TENNIS COURT CONSTRUCTION CO % LANIOSZ MIKE 204 INDUSTRIAL DR LOCKPORT, IL 60441	
POLICY NUMBER AM9111132		NAIC CODE 20990	
CARRIER COUNTRY Mutual Insurance Company		EFFECTIVE DATE: 7/24/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(WAIVER CONTINUED)

LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):

VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS.

WORKERS COMPENSATION EXCLUSIONS:

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

AIL 10 67 08 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

Cancellation

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.

Contains copyrighted material of the National Council on Compensation Insurance, with its permission.

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: U.S. Tennis Court Construction Company

(Enter Name of Business Organization)

REFERENCES

Location	Customer	Name & Phone #	Project Description	Date Completed	Type of Court(s)	Contract amount
Smith & Veterans park, Lyons, IL	Evans & Son Blacktop Inc. 3N775 Powis Rd, West Chicago, IL 60185	Howard Jones 630-377-1212	Prep surface Color coat and stripe Install net posts/nets	Spring 2016	2 tennis & 2 basketball	\$ 17,600.00
Goodenough Park, Medinah, IL	Allstar Asphalt Inc. 165 W. Hintz Road, Wheeling, IL 60090	Tom Shatz 847-419-1200	Color coat and stripe Install net posts/nets	Summer 2016	2 tennis courts & 1/2 Basketball	\$ 10,350.00
Bloomingdale Park District 3 park locations	Bloomingdale Park District, 172 S Circle Ave, Bloomingdale, IL 60108	Joe Pots 630-529-3650	Color crack fill, prep, surface color coat and stripe	Summer 2016	2 basketball 2 tennis 1 inline hockey	\$ 7,720.00
Community Park, Oswego, IL	Oswegoland Park District, 313 E. Washington, Oswego, IL 60543	Grant Casleton 630-554-4426	Prep surface apply color coat system and stripe	Summer 2016	1 inline hockey rink	\$ 13,200.00
Various Park location in Lisle, IL	Lisle Park District 1925 Ohio St. Lisle, IL 60532	Aaron Cerutti 630-353-4381	Prep surface apply color coat system and stripe	Fall 2016	8 tennis & 3 basketball	\$ 63,700.00
Harrington Park, Riverside, IL	J&R 1st in Asphalt, 7659 W 98th St, Hickory Hills, IL 60457	Mike Spencer 708-599-7803	Color coat and stripe Install net posts/nets	Spring 2016	2 tennis courts with pickleball	\$ 10,600.00
Bevier Park, Waukegan, IL	Chicagoland Paving Co., 225 Telser Rd, Lake Zurich, IL 60047	Bill Bowes 847-550-9681	Apply color coat system and stripe	Summer 2016	2 tennis & 6 Pickleball	\$ 21,500.00
Roosevelt Middle School, River Forest, IL	K.R. Miller Contractors, Inc. 1624 Colormai Pkwy, Inverness IL 60067	Laurie LeBeck 847-358-6400	Apply color coat system and stripe	Summer 2016	1 basketball, 1 volleyball, game graphics	\$ 12,950.00
Kaneland High School, Maple Park, IL	Kaneland High School, 47W326 Keslinger Rd, Maple Park, IL 60151	Mark Payton 630-365-5100	Wash, ARMOR CRACK REPAIR, color coat and stripe	Summer 2016	6 tennis courts	\$ 51,950.00
Hampshire High School, Hampshire, IL	CUSD 300 2605 Bunker Hill Drive, Algonquin, IL 60102	Bruce Batt 847-551-8369	Apply color coat system and stripe	Summer 2016	10 Tennis courts	\$ 48,500.00
Dundee Crown HS & Jacobs High School	CUSD 300 2605 Bunker Hill Drive, Algonquin, IL 60102	Bruce Batt 847-551-8369	Apply crack repair system, replace net posts, color coat & stripe	Summer 2015	17 tennis courts	\$ 147,230.00
Various Park Location in Woodridge, IL	Woodridge Park District 2600 Center Drive Woodridge, IL 60517	Ryan Bordewick 630-353-3300	Wash, ARMOR CRACK REPAIR, color coat and stripe	Summer 2015	12 tennis courts, 3 basketball	\$ 76,880.00
East Aurora High School, Aurora, IL	Evans & Son Blacktop Inc. 3N775 Powis Rd, West Chicago, IL 60197	Howard Jones 630-377-1224	Color coat and stripe Install net posts/nets	Summer 2015	10 Tennis courts	\$ 66,936.00
Idyllwild Apartments, Darien, IL	Idyllwild Apartments, Darien IL	John Randolph 630-985-5474	Replace asphalt and base, apply color coating	Summer 2015	& 1 Basketball court	\$ 94,350.00
Various Parks in Munster, IN	Town of Munster 1005 Ridge Road Munster, Indiana 46321	Greg Vitale 219-836-6925	Prep and resurface, asphalt overlay	Fall 2015	2 Tennis courts & 2 basketball courts	\$ 62,500.00
Maggie Daley (Peanut) Park, Chicago, IL	Walsh Construction 929 West Adams, Chicago, IL 60607	Jeff Rodgers 312-563-5400	Color coat and stripe Install net posts/nets	Fall 2015	6 tennis courts with pickleball & Quickstart lines	\$ 61,800.00
Northwestern University, Combe tennis center	Northwestern University 1501 Central Street Evanston, IL 60208	Jack Morelan 847-491-4410	Prep surface apply color coat system and stripe	Winter 2016	6 Tennis courts	\$ 26,000.00



**204 Industrial Drive
Lockport, IL 60441**

www.ustennisc.com

**Phone: 815-588-3700
Fax: 815-588-3707**

**Date: 4/28/2017
To: Whom it may concern
Company: Village of Orland Park
Regarding: ITB 17-020 Park Court Repairs**

Comments:

Due to the individualized conditions of each park's courts, and taking into consideration the warranty requirements reiterated in addendum #1, I was unable to prepare a bid based on the scope of work provided. The scope of work and specifications provided are too general and, in some cases, define work that is not required for some locations.

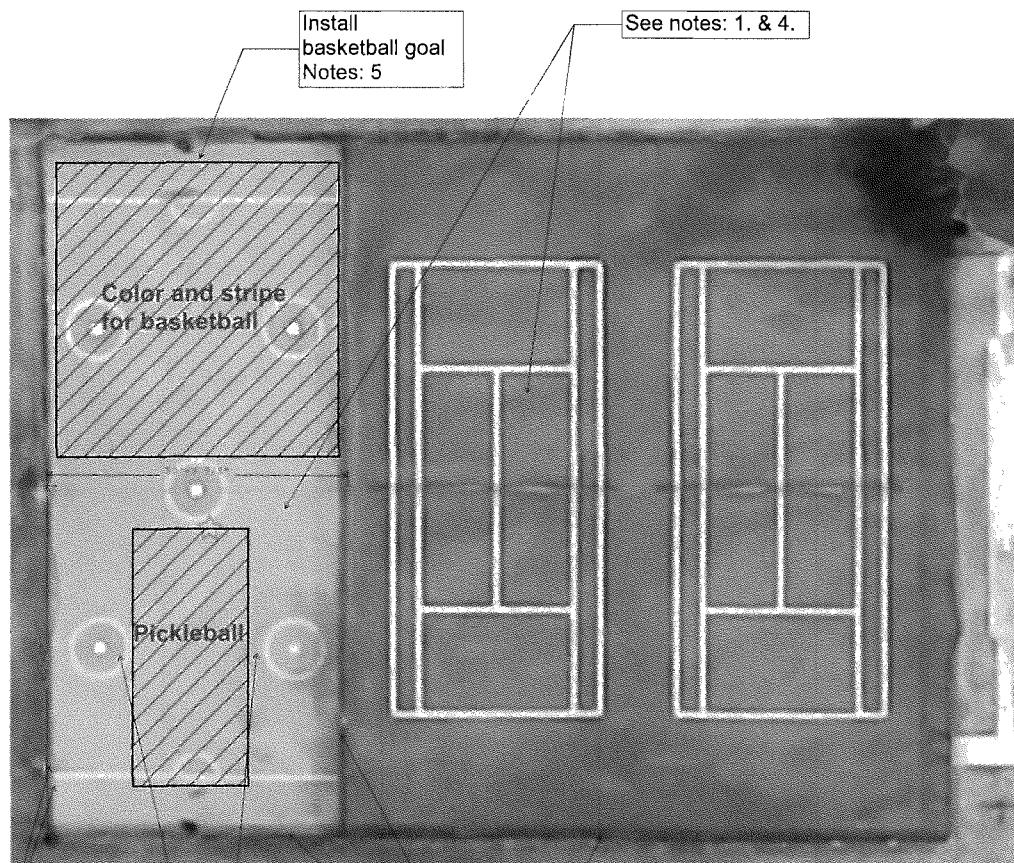
Because it states in addendum #1 question #3, Village Response -" This is for the bidder to determine what is needed for each court", I have taken it upon myself to provide individual scope of works for each location and provide pricing based on the needs of each park's courts. I am offering the most economical repairs that will fulfill the warranty requirements. And providing what I believe, is a finish product the Village is expecting that meets the industries standards.

Please review the pricing and associated material provided. Feel free to contact me with any questions

Prepared by:
Michael Laniusz
U.S. Tennis Court Construction Co.

Cell: 708-363-9939
Email: ustenniscourt@gmail.com

EXHIBIT 2.0



NOTES:

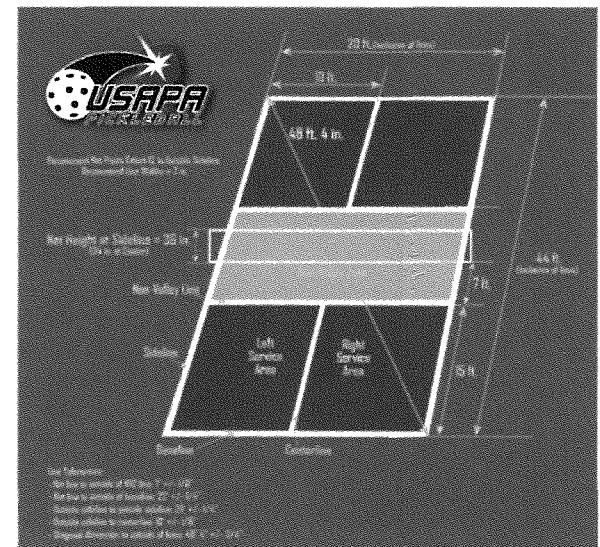
1. Apply color coat system and stripe all existing colored surface using the ARMOR CRACK REPAIR SYSTEM on all existing cracks. See specification EXHIBIT 2.1
2. SEE athletic equipment detail 9.1
3. SEE Fence detail 9.2
4. total 485 linear feet of crack.
- 5.



4-1 2" Gatedback Poles with 4' Extensions
Part #39180 #69441 Complete set.

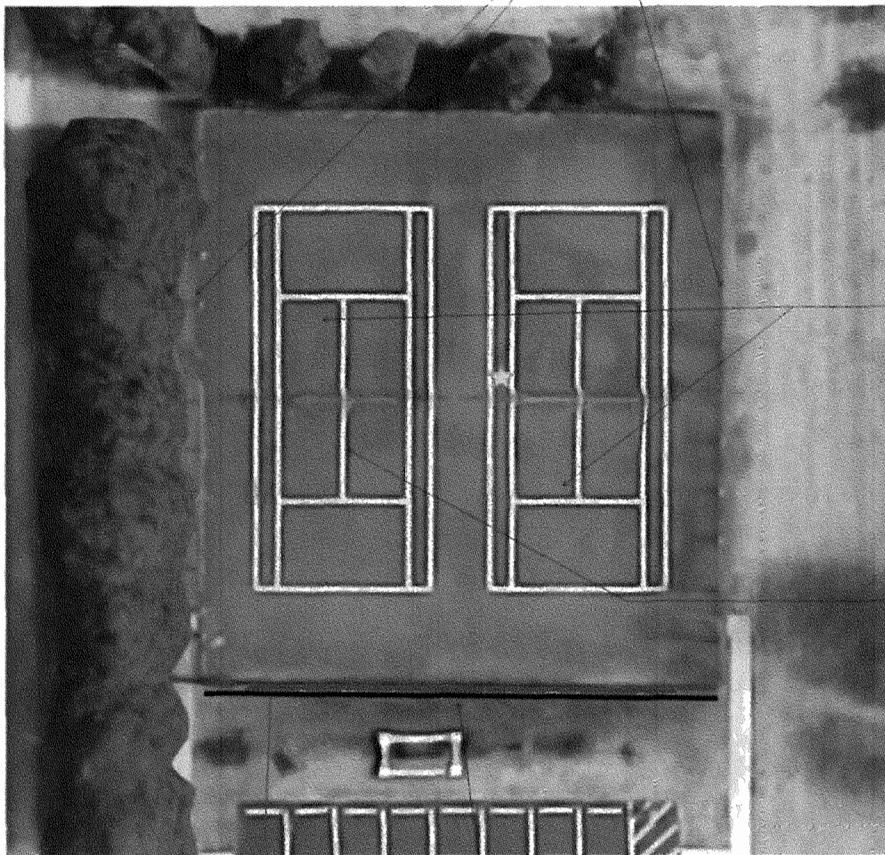
- Zinc plated pole and hardware
- Direct goal mount design improves backboard durability
- Heavy duty 1-5/8" backboard support braces
- 4-1/2" o.d. heavy wall
- 36" safe play area
- 36" ground bury

Manufacture: Douglas Industries



A total playing area 30 feet wide (9.14 m) and 60 feet long (18.28 m) is the minimum size that is recommended. A total size of 34 feet by 64 feet is preferred.

 CONSTRUCTION 204 Industrial Drive Lockport, IL 60441	Date: 4/28/2017	SCALE NONE	PROJECT: Village of Orland Park 2017 Courts	DOOGAN PARK	Revisions	date	SHEET 1 OF 9
	Drawn By: Michael Laniusz						



Chisel off concrete on fence post footings heaved over 3/4" above surface grade and patch See notes: 2.

NOTES:

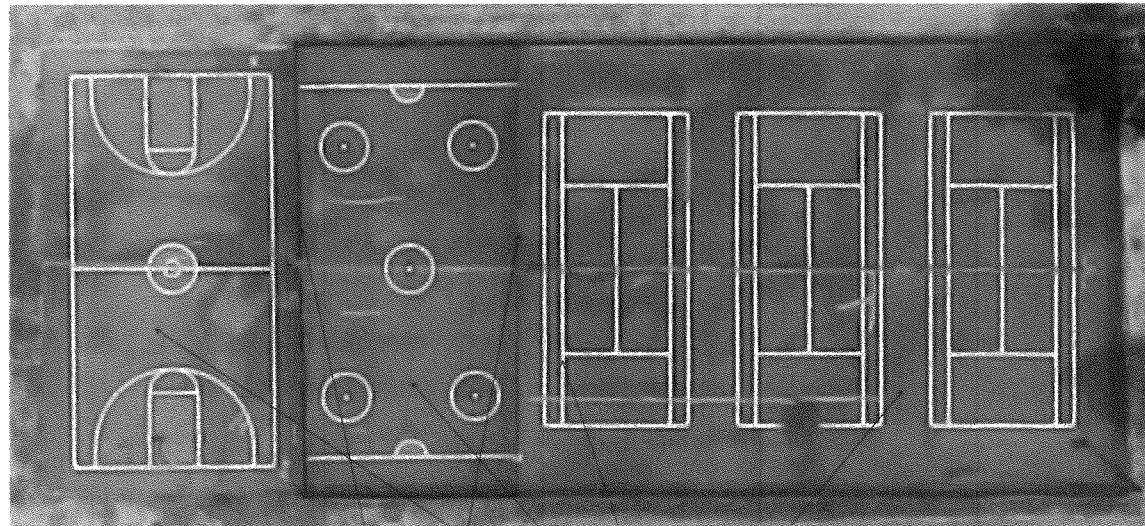
1. Apply color coat system and stripe all existing colored surface using the ARMOR CRACK REPAIR SYSTEM on all existing cracks. See specification EXHIBIT 2.1
2. See fence patch detail 9.2
3. Total 200 linear feet of crack
4. Apply pickleball lines to one court

Surface prep and resurfacing see notes: 1 ,2,&3

Apply line striping for 1 pickleball court centered in tennis court placed to share tennis net.

Remove and replace fence line posts. Reinstall all chain link and rails as needed to properly secure. South Fence line only.

Install drain tile and surface drain. Connect drain to nearest storm sewer.
REQUIRED BUT NOT INCLUDED IN PRICING. BY OTHERS.



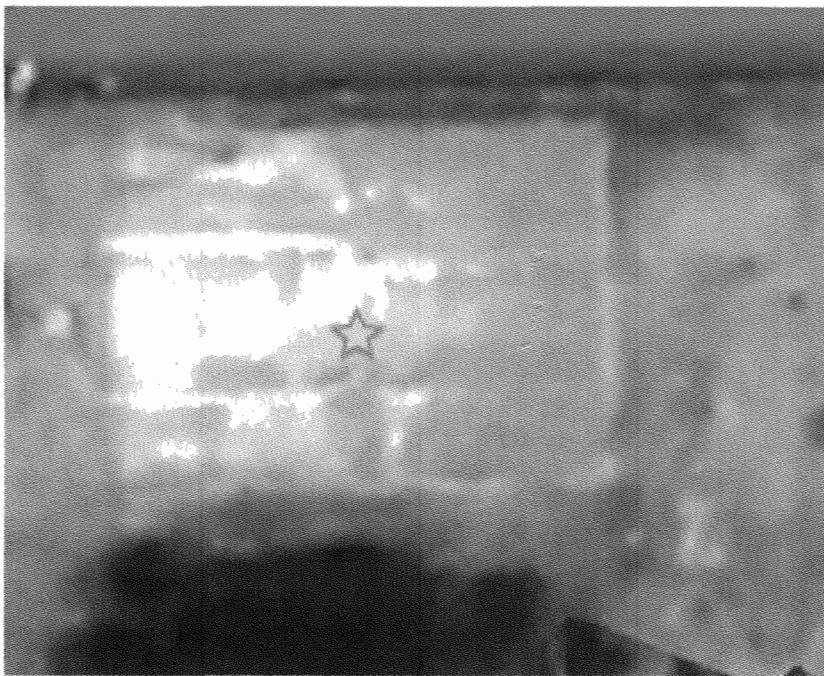
See Notes: 1,6, 7

Remove chain link for asphalt paving. Chisel off concrete on fence post footings heaved over 3/4" above surface grade and patch See notes: 5.

NOTES:

1. Machine apply and compact HMA Binder/ leveling course. Install reinforcement Grid to entire surface Machine apply and compact HMA surface course Apply color coat system and stripe. See Specification: Exhibit 2.2.
2. Extend all athletic equipment to new accommodate new finish surface elevation.
3. Adjust all gates as needed.
4. Remove chain link from divider fences only. Adjust chain link height and re install.
5. SEE Fence detail 9.2
6. Remove loose coating prior to priming surface.
7. Layout and stripe to match existing. Add pickleball court striping to 1 tennis court.

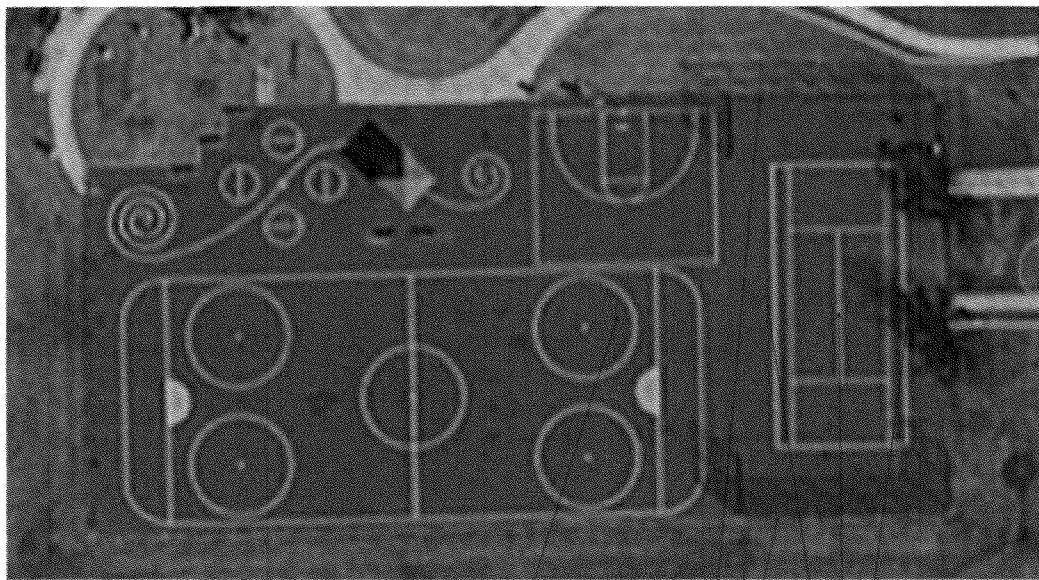
 CONSTRUCTION 204 Industrial Drive Lockport, IL 60441	Date	SCALE	PROJECT:	Veterans Park	Revisions	date	SHEET
	4/28/2017						3 OF 9
Drawn By:	Michael Laniotz		Village of Orland Park 2017 Courts				



NOTES:

1. Apply color coat system and stripe all existing colored surface using the ARMOR CRACK REPAIR SYSTEM on all existing cracks. See specification EXHIBIT 2.1
2. 200 linear feet of crack.

 U.S. TENNIS COURT CONSTRUCTION 204 Industrial Drive Lockport, IL 60441	Date: 4/28/2017	SCALE	PROJECT: Village of Orland Park 2017 Courts	Schussler Park Basketball court	Revisions	date	SHEET 4 OF 9
	Drawn By: Michael Laniusz						



Repair and resurface.
Lines and layout to match
existing. See Notes: 1,2, &5

Remove and set
new line posts.
Re-use chain link
and rails. See
notes: 4

Remove and
replace tennis
net system
See Notes: 3

NOTES:

1. Apply color coat system and stripe all existing colored surface using the ARMOR CRACK REPAIR SYSTEM on all existing cracks. See specification EXHIBIT 2.1
2. 1,350 linear feet of crack.
3. Remove and replace tennis net posts including footings for posts and center anchors.
4. Remove and store fence. Set new fence line posts in concrete footings. Reuse chain link and rails. Properly secure fencing.
5. Add Pickleball striping on tennis court

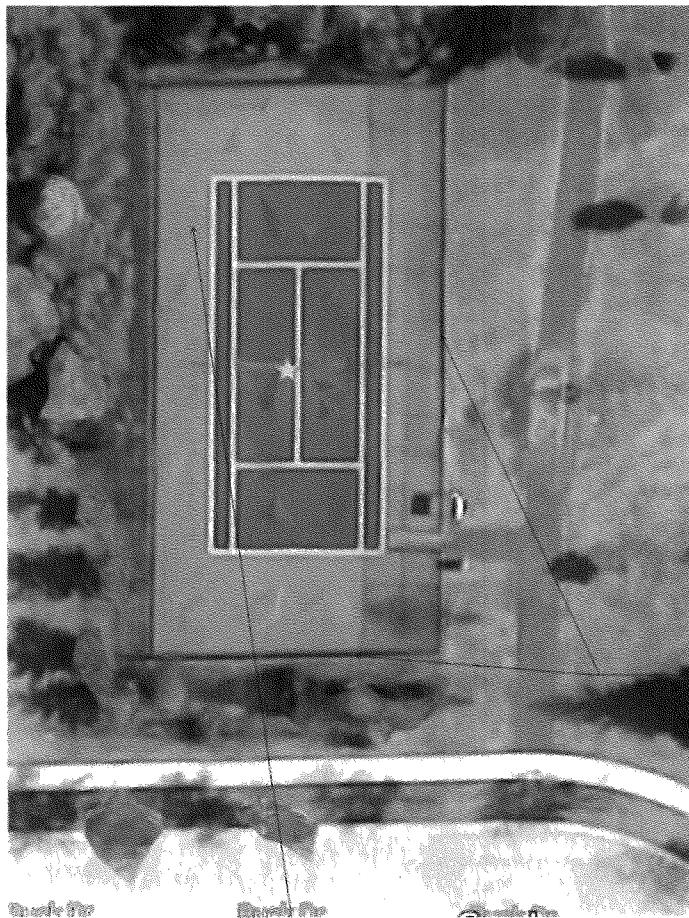


Repair and resurface see
Notes: 1,3,4

Chisel off concrete on
fence post footings heaved
over 3/4" above surface
grade and patch See
notes: 2.

NOTES:

1. Remove coatings Apply color coat system and stripe all existing colored surface using the ARMOR CRACK REPAIR SYSTEM on all existing cracks. See specification EXHIBIT 2.3
2. See fence detail. 9.2
3. Add striping for Pickleball
4. 160 Linear feet of crack

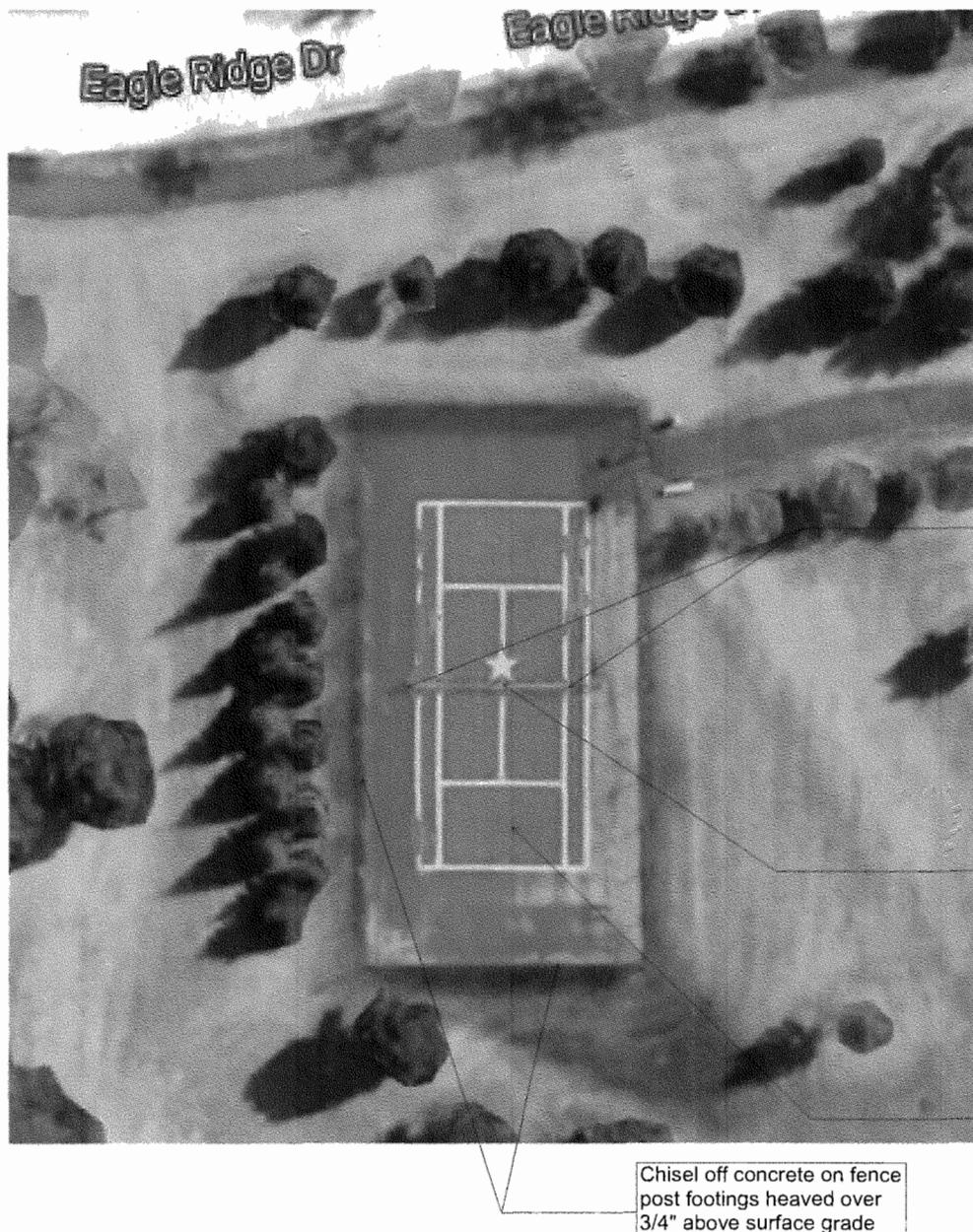


NOTES:

1. Apply color coat system and stripe all existing colored surface using the ARMOR CRACK REPAIR SYSTEM on all existing cracks. See specification EXHIBIT 2.1
2. 65 linear feet of crack.
3. See fence detail 9.2
4. Add Pickleball lines

Chisel off concrete on fence post footings heaved over 3/4" above surface grade and patch
See notes: 3.

Prep surface. Scarify bumps where vegetation is pushing up asphalt and patch. See Notes: 1, 2, 4



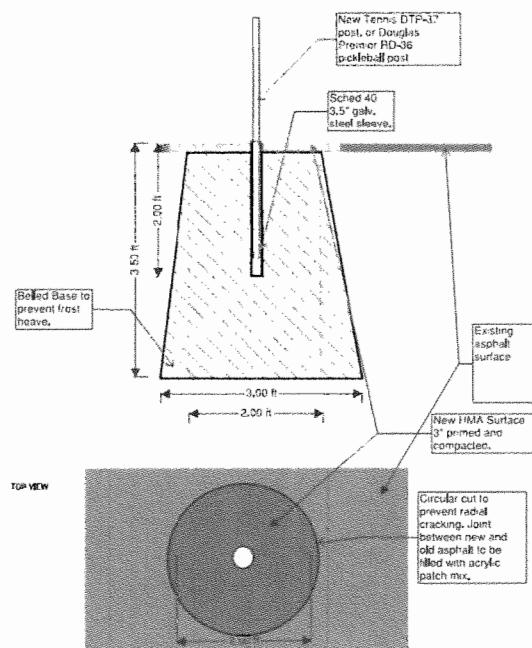
NOTES:

1. Remove coatings Apply color coat system and stripe all existing colored surface using the ARMOR CRACK REPAIR SYSTEM on all existing cracks. See specification EXHIBIT 2.3
2. See fence detail. 9.2
3. Add striping for Pickleball
4. 180 Linear feet of crack
5. Remove and replace center strap anchor. Chisel down net post footing's concrete to min. 2" below finish surface grade. Prime and compact asphalt into cavity. Precoat flush with adjacent surface.

 CONSTRUCTION 204 Industrial Drive Lockport, IL 60441	Date: 4/28/2017 <hr/> Drawn By: Michael Laniusz	SCALE	PROJECT: Village of Orland Park 2017 Courts	Eagle Ridge Park	Revisions <hr/> <hr/> <hr/> <hr/>	date <hr/> <hr/> <hr/> <hr/>	SHEET 8 OF 9
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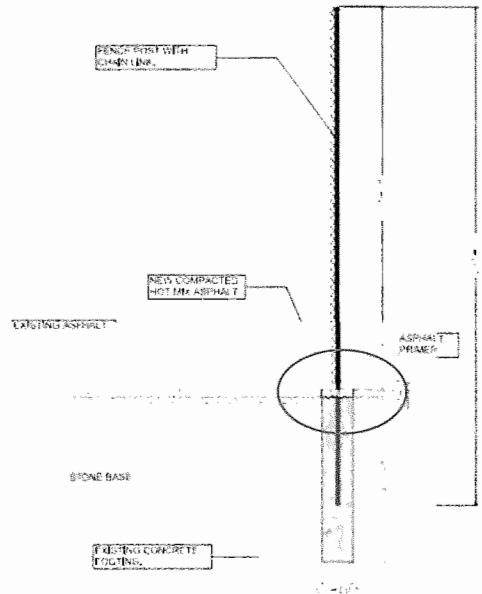
9.1

Post sleeve and footing detail for new pickleball post sleeves and removal and replacement of tennis post sleeve.



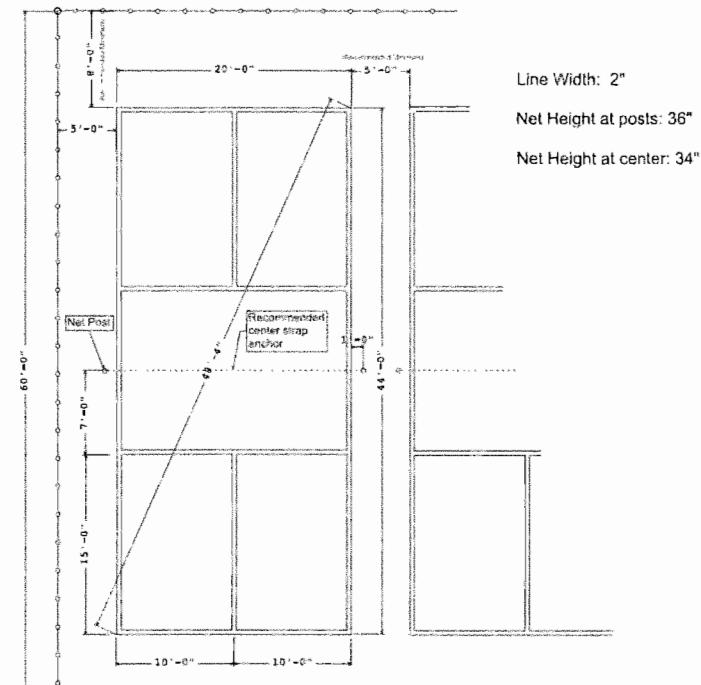
9.2

DETAIL: CHISEL AND PATCH FENCE POST FOOTINGS.



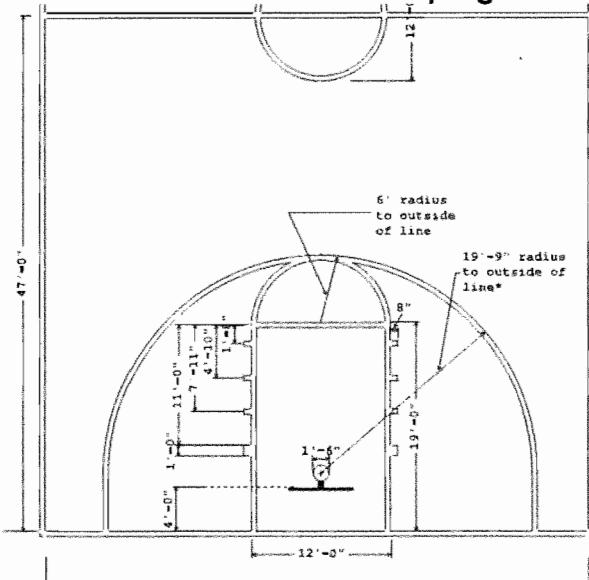
9.3

Pickleball court striping



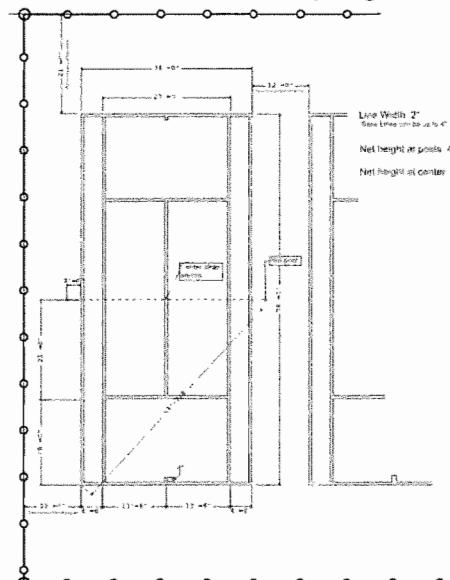
9.3

Basketball court striping



9.4

Tennis court striping



9.5

Fence post footing

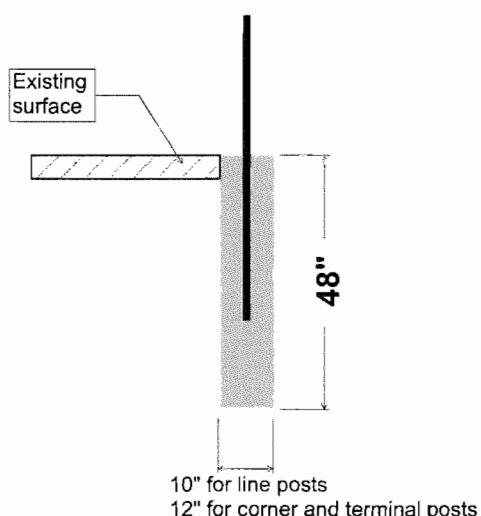


EXHIBIT 2.1

Tennis/Basketball/Pickleball court color resurfacing. (Reflective crack membranes.)

PART ONE- GENERAL

1.01 SUMMERY

- A. This work includes surface preparation including the ARMOR CRACK REPAIR SYSTEM and the acrylic color system applications for existing tennis court, basketball court, pickleball court, or similar athletic or play surface.

1.02 QUALITY ASSURANCE

- A. Installing firm: Installer must regularly engage in construction and color acrylic surfacing. Documented experience in acrylic color system applications must be provided. Minimum of 10 projects similar in complexity in the last 3 years.
- B. Surfacing shall conform to the guidelines of the ASBA, (American Sports Builders Association), USTA (U.S. Tennis Association), and USAPA (U.S. A. Pickleball Association) respectively.
- C. Certified installer of ARMOR CRACK REPAIR SYSTEM.

1.03 SUBMITTALS

- A. Provide manufacturer specifications for all products, color chart and installation instructions.

1.04 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufactures specifications and MSDS.
- B. All surfacing material shall be non-flammable.
- C. NO MATERIAL STORED ON SITE during the duration of the project unless fully secured with fencing.

1.05 GUARANTEE

- A. Provide guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion unless otherwise stated.

PART TWO- PRODUCTS

2.01 MANUFACTURERS

- A. U.S. Tennis Court Construction Company Lockport, IL 60441/ Elite Sport Coating System.
- B. A.S.T., LLC Farmingdale, NJ 07727/ ARMOR CRACK REPAIR SYSTEM
- C. Approved equal products.

2.02 MATERIAL

- A. Patching Mix (Elite Patch Binder)-for use in patching cracks, holes, depressions, "birdbaths" and other surface imperfections.
- B. Acrylic Patch Crack Filler (Elite Acrylic Patch Crack Filler)-for use in filling cracks
- C. Acrylic Resurfacer (Elite Acrylic Resurfacer)- Mixed with approved silica sand and applied as a filler coat on new or existing asphalt surfaces and for pre-coating rough areas.
- D. Acrylic Color Playing Surface (Elite Color Concentrate) mix with approved silica sand and applied over acrylic resurfacer or textured acrylic color.
- E. Textured Line Paint (Elite Textured Line Paint)-for use as line or graphic marking on play surface.
- F. ARMOR Adhesive (Follow Armor Crack Repair Guidelines) Adhesive used in bonding ARMOR CRACK REPAIR SYSTEM layers.

G. *ARMOR CRACK REPAIR SYSTEM*- Expandable tapes and fabrics applied over prepared cracks.

PART THREE- EXECUTION

3.01 WEATHER LIMITATIONS

- A. Do not install when rain is imminent or extremely high humidity prevents drying.
- B. Do not install if surface is wet or damp.
- C. Do not apply unless surface and air temperatures are 50°F and rising. *above 60°F during crack repair installation.
- D. Do not apply if surface temperature is more than 140°F.

3.02 SURFACE PREPARATION FOR ACRYLIC COLOR SYSTEM.

- A. Surface shall be thoroughly cleaned of all dirt, debris, and vegetation using floor scrapers, wire brooms, and mechanical blowers.
- B. Surface areas with embedded dirt, or algae growth shall be pressure washed. Entire surface washing may be required. Surfaces shall be power washed using a deck power washing unit or Hydro-Jet-Blaster, wand washing will not be accepted. Surface, fencing, and athletic equipment shall be thoroughly rinsed following surface washing.
- C. Cracks with vegetation shall be treated with herbicide. Cracks shall be routed with a mechanical crack router. All loose material and old or foreign crack filler shall be completely removed.

3.03 CRACK FILLING

- A. Cracks shall be filled from bottom to top with acrylic patch crack filler. Special care shall be taken to assure all void space is filled. Multiple applications will be required to level crack filler with adjacent surface.
- B. Sand and pre-coat as needed to assure repairs are not visible following acrylic surface applications.
- C. Strictly follow manufacturer's mixture guidelines and moisture limitations.

3.04 ARMOR CRACK REPAIR SYSTEM

- A. Install *ARMOR CRACK REPAIR SYSTEM* over fully prepared cracks.
- B. Strictly follow manufacturer's installation guidelines.

3.05 COURT DEPRESSIONS "BIRDBATHS"

- A. Testing: Surface shall be flooded with water by rain or manually with clean water. Surface shall be allowed to drain for 45-60 minutes in sunlight at 70°F. Remaining depressions holding enough water to cover a five cent piece (American Nickel) shall be marked.
- B. Apply acrylic patch binder mix to depressions and strike off with a straight edge. Before the product begins to dry, feather edges using a trowel, putty knife, or similar method.
- C. Repeat testing and acrylic patch binder applications as needed to eliminate or reduce depressions to within tolerance.
- D. Sand and pre-coat as needed to assure repairs are not visible following acrylic surface applications.
- E. Strictly follow manufacturer's mixture guidelines and weather limitations.

3.06 ACRYLIC FILLER COAT(S) (RESURFACER)

- A. Apply two (2) coats of properly textured acrylic resurfacer shall be applied to entire surface. Special care shall be taken to keep a wet edge and remain consistent.
- B. When surface is completely dry, surface shall be inspected for, ridges, bumps, and debris. Any inconsistencies shall be corrected prior to color coat applications.
- C. Strictly follow manufactures mixture guidelines and weather limitations.

3.07 ACRYLIC COLOR PLAYING SURFACE

- A. Complete a thorough inspection, remove any bumps or ridges in resurfacer coats, and clean surface of all loose dirt, leaves, or other debris.
- B. If the surface is to receive multiple colors, apply chalk lines to distinguish the court area from the perimeter area. Follow USTA & USAPA guidelines for court dimensions.
- C. Colors and their placement shall be determined by the owner. Colors and the placement of the colors shall be verified by the owner prior color applications.
- D. Textured acrylic color surface shall be applied in two (2) applications with a 50 durometer rubber squeegee. No application should be made until the previous application is thoroughly dry.
- E. Strictly follow manufactures guidelines and weather limitations.

3.08 LINE PAINTING

- A. Lines shall be carefully laid out in accordance with the USTA & USAPA guidelines.
- B. Masking tape shall be applied and rolled to result in a two inch (2") wide width unless otherwise stated.
- C. Masked lines shall be primed with acrylic line primer to seal the void between the textured surface and masking tape edge.
- D. One (1) coat of textured white line paint shall be applied by brush or roller. NO SPRAY APPLICATIONS PERMITTED.

3.09 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner.

3.10 CLEAN UP

- A. Site shall be cleared of all construction debris, all waste shall be disposed of offsite in accordance with local, state and federal regulations.
- B. Remove all barriers and locks.

EXHIBIT 2.2

Tennis court (HMA binder & HMA surface overlay with reflective crack control grid)

PART ONE- GENERAL

1.01 SUMMARY

- A. This work includes surface preparation, crack filling, crack control grid, hot mix asphalt (HMA) paving, net post and fence adjustments, and the acrylic color system applications for existing tennis court, pickleball court.

1.02 QUALITY ASSURANCE

- A. Installing firm: Installer must regularly engage in construction and color acrylic surfacing. Documented experience in athletic surface paving, and acrylic color system applications must be provided. Minimum of 10 projects similar in complexity in the last 3 years.
- B. Surfacing shall conform to the guidelines of the ASBA, (American Sports Builders Association).

1.03 SUBMITTALS

- A. Provide manufacturer specifications for all products, asphalt mix design, color chart and installation instructions.

1.04 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufactures specifications and MSDS.
- B. All surfacing material shall be non-flammable.
- C. NO MATERIAL STORED ON SITE during the duration of the project unless fully secured with fencing.

1.05 GUARANTEE

- A. Provide guarantee against defects in the materials and workmanship for a period of one (1) year from the date of substantial completion unless otherwise stated.

PART TWO- PRODUCTS

2.01 MANUFACTURERS

- A. Tensar International Corp. Alpharetta, GA 30009/ GlasGrid 8501
- B. Douglas Industries, Eldridge IA./ Athletic Equipment.
- C. U.S. Tennis Court Construction Company Lockport, IL 60441/ Elite Sport Coating System.
- D. Local Asphalt plant with qualified mix.
- E. Approved equal product.

2.02 MATERIAL/PRODUCTS

- A. Reinforcement Grid (GlasGrid 8501)-for use below compacted HMA.
- B. Tack Coat/Primer (SS-1)-aids in bonding of new HMA to existing surface.
- C. HMA Binder Course (N-50 Binder Course)- Lower course of pavement with maximum aggregate size no more than three-quarters of one inch (3/4").
- D. HMA Surface Course (N-30 Surface Course) -fine graded asphalt course with one half inch (1/2") maximum aggregate or smaller, free of reclaimed asphalt shingles (RAS) and with no more than 25% reclaimed asphalt pavement (RAP), applied over reinforcement grid.
- E. Patching Mix (Elite Patch Binder)-for use in patching cracks, holes, depressions, "birdbaths" and other surface imperfections.
- F. Acrylic Patch Crack Filler (Elite Acrylic Patch Crack Filler)-for use in filling cracks
- G. Acrylic Resurfacer (Elite Acrylic Resurfacer)- Mixed with approved silica sand and applied as a filler coat on new or existing asphalt surfaces and for pre-coating rough areas.
- H. Acrylic Color Playing Surface (Elite Color Concentrate) mix with approved silica sand and applied over acrylic resurfacer or textured acrylic color.
- I. Textured Line Paint (Elite Textured Line Paint)-for use as line or graphic marking on play surface.
- J. Net Post Sleeves (Douglas GS-24 #63424)-Installed in concrete footings 2 per court.
- K. Center anchor (Douglas center tie down anchor # 63428)- Installed in concrete. One (1) per court.
- L. Tennis Net Posts (Douglas DTP-37 #63007(green)or #63008(Black) -Installed in ground sleeve 2 per court.
- M. Tennis Net (Douglas TN-40 #20040)- Install to tennis net posts.
- N. Center strap (Douglas Deluxe adjustable CS #20600)-Fastened to center anchor.

PART THREE- EXECUTION

3.01 WEATHER LIMITATIONS

- A. Do not install when raining or rain is imminent.
- B. Do not install if surface is wet or damp.
- C. Do not apply unless surface and air temperatures are 50°F and rising.
- D. Do not apply if surface temperature is more than 140°F.

3.02 DEMOLITION

- A. Tennis net posts, nets, center anchors, and ground sleeves including concrete footings shall be removed in their entirety. And disposed of legally off site. (If foundations and sleeves are plum and level with existing surface, sleeves may be extended without complete removal.)
- B. New footing shall be set prior to asphalt paving. Post sleeves shall be set at finish grade elevation and protected during asphalt paving.
- C. All chain link fencing shall be removed and stored on site.
- D. Remove vertical line posts as needed for paving equipment access.
- E. Any fence posts footings heaved over the proposed finish grade shall be chiseled down to existing surface grade or below.

3.03 TENNIS POST'S SLEEVES, POSTS, AND NETS

- A. Tennis post foundations shall be situated to provide a clear distance between posts of forty-two feet (42') apart.
- B. Net post sleeves shall be installed with foundations of no less than twenty-four inches (24") in diameter at the top, no less than thirty inches (30") in diameter at the base, and no less than forty-eight inches (48") in depth
- C. Center strap anchor foundations shall be no less than twelve inches (12") in diameter at the top, no less than sixteen inches (16") at the base, and no less than twelve inches (12") in depth.
- D. Install tennis posts in sleeves, follow manufactures installation guidelines.
- E. Install tennis nets, follow manufactures installation guidelines.
- F. Install center straps, follow manufactures installation guidelines.

3.04 SURFACE PREPARATION

- A. Surface shall be thoroughly cleaned of all dirt, debris, and vegetation using floor scrapers, wire brooms, and mechanical blowers.
- B. All loose coatings shall be removed and disposed of legally off site.
- C. Cracks with vegetation shall be treated with herbicide. Cracks shall be routed with a mechanical crack router. All loose material and old or foreign crack filler shall be completely removed.
- D. Any oil or grease spots shall be scraped and treated to prevent bleeding through the tack coat.

3.05 CRACK FILLING

- A. Cracks shall be filled from bottom to top with acrylic patch crack filler. Special care shall be taken to assure all void space is filled. Multiple applications will be required to level crack filler with adjacent surface.
- B. Strictly follow manufactures mixture guidelines and moisture limitations.

3.06 TACK COAT/PRIMER

- A. Apply SS-1 asphalt emulsion over asphalt or remaining properly bonded coatings not less than 0.10 gallons per square yard. Excessive asphalt applications, or pooling, shall be swept with a broom to ensure proper bonding of the HMA. Install reinforcement grid after the asphalt emulsion has dried. If pick up occurs, wait until emulsion cures.
- B. Apply additional tack coat on Binder course prior to reinforcement grid placement.
- C. Strictly follow manufactures mixture guidelines and moisture limitations

3.07 REINFORCEMENT GRID

- A. Using a tractor, or manually, place grid to thoroughly dried primed surface.
- B. Grid to be applied over entire primed binder course.
- C. Roll grid with rubber tire roller to activate adhesive.
- D. Overlap grid widths a minimum of four inches (4").
- E. Grid must be installed under sufficient tension to reduce or eliminate ripples.

3.08 ASPHALT PAVING

A. BINDER COURSE

- a. Machine apply and compact HMA binder course to a compacted thickness of no less than two inches (2") over prepared and primed surface.
- b. HMA shall be free of marks, segregation and be placed to required uniform elevation with a smooth texture not showing tearing, shoving, or gouging.
- c. Paving equipment shall be equipped with auger extensions, and be self-propelled.
- d. Hand work shall be minimized to ensure the best possible finished surface.
- e. Rolling shall start as soon as the HMA can be compacted without displacement. Rolling shall continue until the HMA is thoroughly compacted and all roller marks have disappeared. Compact the HMA to a minimum in-place density of 94.0% of the Theoretical Maximum Specific Gravity.
- f. Binder course longitudinal joints shall be smooth and true; no deviation from level and true.
- g. Smoothness shall meet the requirements of no greater than one eighth inch (1/4") in ten feet (10').
- h. Binder course asphalt must be placed in one day, special care shall be taken to avoid cold seams.

B. SURFACE COURSE

- a. Machine apply and compact HMA Surface course to a compacted thickness of no less than one and one half inches (1.5") over reinforcement grid.
- b. HMA shall be free of marks, segregation and be placed to required uniform elevation with a smooth texture not showing tearing, shoving, or gouging.
- c. Paving equipment shall be equipped with auger extensions, and be self-propelled.
- d. Hand work shall be minimized to ensure the best possible finished surface.
- e. Rolling shall start as soon as the HMA can be compacted without displacement. Rolling shall continue until the HMA is thoroughly compacted and all roller marks have disappeared. Compact the HMA to a minimum in-place density of 94.0% of the Theoretical Maximum Specific Gravity.
- f. Surface course longitudinal joints shall be smooth and true; no deviation from level and true.
- g. Smoothness shall meet the requirements of no greater than one eighth inch (1/8") in ten feet (10').
- h. Surface course asphalt must be placed in one day, special care shall be taken to avoid cold seams.

3.09 FENCING (DIVIDER FENCE ONLY, 2 WESTERN SECTIONS NORTH TO SOUTH)

- A. Three to four inches (3"-4") shall be removed from the overall height of the chain link fabric to allow for the added elevation of the surface. Exposed cut ends shall be knuckled uniformly.
- B. Chain link shall be reinstalled including all wire, ties, and hardware to properly fasten to fence structure.
- C. Chain link shall be situated to allow three quarters of an inch to one and one half inch (3/4"-1.5") clearance at the bottom.

- D. Chain link shall be installed following the asphalt paving and prior to the color surface applications.
- E. Replace any vertical line posts removed for equipment access.

3.10 COURT DEPRESSIONS “BIRDBATHS”

- A. Testing: Surface shall be flooded with water by rain or manually with clean water. Surface shall be allowed to drain for 45-60 minutes in sunlight at 70°F. Remaining depressions holding enough water to cover a five cent piece (American Nickel) shall be marked.
- B. Apply acrylic patch binder mix to depressions and strike off with a straight edge. Before the product begins to dry, feather edges using a trowel, putty knife, or similar method.
- C. Repeat testing and acrylic patch binder applications as needed to eliminate or reduce depressions to within tolerance.
- D. Sand and pre-coat as needed to assure repairs are not visible following acrylic surface applications.
- E. Strictly follow manufactures mixture guidelines and weather limitations.

3.11 ACRYLIC FILLER COAT(S) (RESURFACER)

- A. Two (2) coats of properly textured acrylic resurfacer shall be applied to entire surface. Special care shall be taken to keep a wet edge and remain consistent.
- B. When surface is completely dry, surface shall be inspected for, ridges, bumps, and debris. Any inconsistencies shall be corrected prior to color coat applications.
- C. Strictly follow manufactures mixture guidelines and weather limitations.

3.12 ACRYLIC COLOR PLAYING SURFACE

- A. Complete a thorough inspection, remove any bumps or ridges in resurfacer coats, and clean surface of all loose dirt, leaves, or other debris.
- B. If the surface is to receive multiple colors, apply chalk lines to distinguish the court area from the perimeter area. Follow USTA guidelines for court dimensions.
- C. Colors and their placement shall be determined by the owner. Colors and the placement of the colors shall be verified by the owner prior color applications.
- D. Textured acrylic color surface shall be applied in two (2) applications with a 50 durometer rubber squeegee. No application should be made until the previous application is thoroughly dry.
- E. Strictly follow manufactures guidelines and weather limitations.

3.13 LINE PAINTING

- A. Lines shall be carefully laid out in accordance with the ASBA guidelines.
- B. Masking tape shall be applied and rolled to result in a two inch (2") wide width unless otherwise stated.
- C. Masked lines shall be primed with acrylic line primer to seal the void between the textured surface and masking tape edge.
- D. One (1) coat of textured white line paint shall be applied by brush or roller. NO SPRAY APPLICATIONS PERMITTED.

3.14 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner.

3.15 CLEAN UP

- A. Site shall be cleared of all construction debris, all waste shall be disposed of offsite in accordance with local, state and federal regulations.
- B. Remove all barriers and locks.

EXHIBIT 2.3

Tennis/Basketball/Pickleball court color resurfacing. (With coating removal & Reflective crack membranes.)

PART ONE- GENERAL

1.01 SUMMERY

- A. This work includes surface preparation including the ARMOR CRACK REPAIR SYSTEM and the acrylic color system applications for existing tennis court, basketball court, pickleball court, or similar athletic or play surface.

1.02 QUALITY ASSURANCE

- A. Installing firm: Installer must regularly engage in construction and color acrylic surfacing. Documented experience in acrylic color system applications must be provided. Minimum of 10 projects similar in complexity in the last 3 years.
- B. Surfacing shall conform to the guidelines of the ASBA, (American Sports Builders Association), and USAPA (U.S. A. Pickleball Association) respectively.
- C. Certified install of ARMOR CRACK REPAIR SYSTEM.

1.03 SUBMITTALS

- A. Provide manufacturer specifications for all products, color chart and installation instructions.

1.04 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufactures specifications and MSDS.
- B. All surfacing material shall be non-flammable.
- C. NO MATERIAL STORED ON SITE during the duration of the project unless fully secured with fencing.

1.05 GUARANTEE

- A. Provide guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion unless otherwise stated.

PART TWO- PRODUCTS

2.01 MANUFACTURERS

- A. U.S. Tennis Court Construction Company Lockport, IL 60441/ Elite Sport Coating System.
- B. A.S.T., LLC Farmingdale, NJ 07727/ ARMOR CRACK REPAIR SYSTEM
- C. Approved equal products.

2.02 MATERIAL

- A. Patching Mix (Elite Patch Binder)-for use in patching cracks, holes, depressions, "birdbaths" and other surface imperfections.
- B. Acrylic Patch Crack Filler (Elite Acrylic Patch Crack Filler)-for use in filling cracks
- C. Acrylic Resurfacer (Elite Acrylic Resurfacer)- Mixed with approved silica sand and applied as a filler coat on new or existing asphalt surfaces and for pre-coating rough areas.
- D. Acrylic Color Playing Surface (Elite Color Concentrate) mix with approved silica sand and applied over acrylic resurfacer or textured acrylic color.
- E. Textured Line Paint (Elite Textured Line Paint)-for use as line or graphic marking on play surface.
- F. ARMOR Adhesive (Follow Armor Crack Repair Guidelines) Adhesive used in bonding ARMOR CRACK REPAIR SYSTEM layers.

G. *ARMOR CRACK REPAIR SYSTEM*- Expandable tapes fabrics applied over prepared cracks.

PART THREE- EXECUTION

3.01 WEATHER LIMITATIONS

- A. Do not install when rain is imminent or extremely high humidity prevents drying.
- B. Do not install if surface is wet or damp.
- C. Do not apply unless surface and air temperatures are 50°F and rising. *above 60°F during crack repair installation.
- D. Do not apply if surface temperature is more than 140°F.

3.02 PREPARATION FOR ACRYLIC COLOR SYSTEM.

- A. Surface shall be thoroughly cleaned of all dirt, debris, and vegetation using floor scrapers, wire brooms, and mechanical blowers.
- B. **Remove all existing coatings exposing asphalt by means of Hydro-Jet-Blasting. Legally dispose of all spoils and debris off site. Thoroughly rinse surface, fence, and surrounding structures.**
- C. Cracks with vegetation shall be treated with herbicide. Cracks shall be routed with a mechanical crack router. All loose material and old or foreign crack filler shall be completely removed.

3.03 CRACK FILLING

- A. Cracks shall be filled from bottom to top with acrylic patch crack filler. Special care shall be taken to assure all void space is filled. Multiple applications will be required to level crack filler with adjacent surface.
- B. Sand and pre-coat as needed to assure repairs are not visible following acrylic surface applications.
- C. Strictly follow manufacture's mixture guidelines and moisture limitations.

3.04 ARMOR CRACK REPAIR SYSTEM

- A. Install *ARMOR CRACK REPAIR SYSTEM* over fully prepared cracks.
- B. Strictly follow manufacture's installation guidelines.

3.05 COURT DEPRESSIONS "BIRDBATHS"

- A. Testing: Surface shall be flooded with water by rain or manually with clean water. Surface shall be allowed to drain for 45-60 minutes in sunlight at 70°F. Remaining depressions holding enough water to cover a five cent piece (American Nickel) shall be marked.
- B. Apply acrylic patch binder mix to depressions and strike off with a straight edge. Before the product begins to dry, feather edges using a trowel, putty knife, or similar method.
- C. Repeat testing and acrylic patch binder applications as needed to eliminate or reduce depressions to within tolerance.
- D. Sand and pre-coat as needed to assure repairs are not visible following acrylic surface applications.
- E. Strictly follow manufacture's mixture guidelines and weather limitations.

3.06 ACRYLIC FILLER COAT(S) (RESURFACER)

- A. Apply two (2) coats of properly textured acrylic resurfacer shall be applied to entire surface. Special care shall be taken to keep a wet edge and remain consistent.
- B. When surface is completely dry, surface shall be inspected for, ridges, bumps, and debris. Any inconsistencies shall be corrected prior to color coat applications.
- C. Strictly follow manufacture's mixture guidelines and weather limitations.

3.07 ACRYLIC COLOR PLAYING SURFACE

- A. Complete a thorough inspection, remove any bumps or ridges in resurfacer coats, and clean surface of all loose dirt, leaves, or other debris.
- B. If the surface is to receive multiple colors, apply chalk lines to distinguish the court area from the perimeter area. Follow USTA & USAPA guidelines for court dimensions.
- C. Colors and their placement shall be determined by the owner. Colors and the placement of the colors shall be verified by the owner prior color applications.
- D. Textured acrylic color surface shall be applied in two (2) applications with a 50 durometer rubber squeegee. No application should be made until the previous application is thoroughly dry.
- E. Strictly follow manufacture's guidelines and weather limitations.

3.08 LINE PAINTING

- A. Lines shall be carefully laid out in accordance with the ASBA or USAPA guidelines.
- B. Masking tape shall be applied and rolled to result in a two inch (2") wide width unless otherwise stated.
- C. Masked lines shall be primed with acrylic line primer to seal the void between the textured surface and masking tape edge.
- D. One (1) coat of textured white line paint shall be applied by brush or roller. NO SPRAY APPLICATIONS PERMITTED.

3.09 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner.

3.10 CLEAN UP

- A. Site shall be cleared of all construction debris, all waste shall be disposed of offsite in accordance with local, state and federal regulations.
- B. Remove all barriers and locks.

Schedule Of Values Item Listing

Project ID: 17057

Description: Orland Park tennis and basketball court repair and resurfacing. Various locations.

To: Village of Orland Park

From: U.S. Tennis Court Construction Company

Line #	Description	Type	Amount	Brk	Tot	Date	Chg #
1.a.	DOOGAN Crack repair & Surface preparation	O	\$9,025.00			06/15/2017	
1.b.	DOOGAN Athletic equipment & Fence repair.	O	\$6,600.00			06/15/2017	
1.c.	DOOGAN Color coating and striping.	O	\$16,500.00			06/15/2017	
2.a.	WEDGEWOOD Crack repair & Surface preparation	O	\$6,400.00			06/15/2017	
2.b.	WEDGEWOOD Fence Repair	O	\$7,735.00			06/15/2017	
2.c.	WEDGEWOOD Color coating and striping.	O	\$9,000.00			06/15/2017	
3.a.	SCHUSSLER Crack repair & Surface Preparation	O	\$4,650.00			06/15/2017	
3.b.	SCHUSSLER Color coating and striping	O	\$1,450.00			06/15/2017	
4.a.	DISCOVER Crack Repair & surface preparation	O	\$5,515.00			06/15/2017	
4.b.	DISCOVER Fence Repair	O	\$1,030.00			06/15/2017	
4.c.	DISCOVER Color coat system and stripe	O	\$4,650.00			06/15/2017	
5.a.	EMERALD ESTATES Crack repair & Surface perparation	O	\$2,730.00			06/15/2017	
5.b.	EMERALD ESTATES Fence repair	O	\$1,540.00			06/15/2017	
5.c.	EMERALD ESTATES Color coat system and striping	O	\$3,800.00			06/15/2017	
6.a	EAGLE RIDGE Crack repair and surface preparation	O	\$7,450.00			06/15/2017	
6.b.	EAGLE RIDGE Fence & Net post Repair	O	\$3,645.00			06/15/2017	
6.c.	EAGEL RIDGE Color coat system and striping	O	\$4,700.00			06/15/2017	
7.	Bonds and Insurance	O	\$3,000.00			06/15/2017	
Total Scheduled Value:					\$99,420.00		
Total Original Contract Items:					\$99,420.00		
Total Change Order Items:					\$0.00		

Bond No. Bid Bond

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we U.S. Tennis Court Construction Company
204 Industrial Drive
Lockport, IL 60441

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto Village of Orland Park
14700 S Ravinia Ave
Orland Park, IL 60462

as Obligee, hereinafter called the Obligee, in the sum of 10% of accompanying bid

Dollars (5), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for ITB #17-020 Park Court Repairs Tennis, Pickleball, Basketball, & Inline
at various park locations in Village of Orland Park

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of April, 2017

Jeffrey C. Dedic
Witness

U.S. Tennis Court Construction Company
Principal (Seal)

By: Kathy M. McIntyre PRESIDENT
Name/Title

Mary Bryant
Witness

Old Republic Surety Company
Surety (Seal)

By: Katie McIntyre
Katie McIntyre Attorney-in-Fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Katie McIntyre Of Bloomington, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than *ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds*), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS (\$2,000,000) FOR ANY SINGLE OBLIGATION REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of June 2016.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of June 2016, personally came before me, Alan Pavlic, Notary Public, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: 09/28/2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney are now in force.

0403412



Signed and sealed at the City of Brookfield, WI this 27th day of April 2017.

Assistant Secretary



Bond # 2430698

PERFORMANCE BOND

The American Institute of Architects,

AIA Document No. A312 (December, 1984 Edition)

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
U.S. Tennis Court Construction Company
204 Industrial Dr.
Lockport, IL 60441
CONSTRUCTION CONTRACT

Date:

Amount: \$99,420.00

Description (Name and Location): Park Court Repairs (ITB#17-020) Village of Orland Park - Doogan Park, Wedgwood Estates, Schussler Park, Discovery Park, Emerald Estates Park & Eagle Ridge Park

BOND

Date (Not earlier than Construction Contract Date): 06/29/2017

Amount: \$99,420.00

Modifications to this Bond:

OWNER (Name and Address):

Village of Orland Park
14700 S Ravinia Avenue
Orland Park, IL 60462
SURETY (Name and Principal Place of Business):
Old Republic Surety Company
1415 28th Street STE 420
West Des Moines, IA 50266

None

See Page 2

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
U.S. Tennis Court Construction Company

Signature:
Name and Title: Michael Laniuse President

(Any additional signatures appear on page 2.)

(FOR INFORMATION Only- Name, Address and Telephone)
AGENT or BROKER:

CC Services, Inc. Brokerage
PO Box 2020
Bloomington, IL 61702-2020
866-434-3458

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

SURETY

Company: (Corporate Seal)
Old Republic Surety Company

Signature:
Name and Title: Mary Bryant (Attorney-in-Fact)

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, Or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

CONTRACTOR AS PRINCIPAL
Company: U. S. Tennis Court

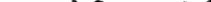
(Corporate Seal)

SURETY

(Corporate Seal)

Address: 204 INDUSTRIAL DR.
LOCKPORT, IL 60444

Name and Title: Michael Laniosz President

Signature: 

Name and Title:

Mary Bryant



Bond # 2430698

PAYMENT BOND

The American Institute of Architects, AIA Document No. A312
(December, 1984 Edition). Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

U.S. Tennis Court Construction Company
204 Industrial Dr.
Lockport, IL 60441

OWNER (Name, Address & Representative Name):

Village of Orland Park
14700 S Ravinia Ave
Orland Park, IL 60462

SURETY (Name and Principal Place of Business):

Old Republic Surety Company
1415 28th Street STE 420
West Des Moines, IA 50266

CONSTRUCTION CONTRACT

Date:

Amount: \$99,420.00

Description (Name and Location): Park Court repairs (ITB#17-020) Village of Orland Park, Doogan Park, Wedgwood Estates, Schussier Park, Discovery Park, Emerald Estates Park & Eagle Ridge Park

BOND

Date (Not earlier than Construction Contract Date): 06/29/2017

Amount: \$99,420.00

Modifications to this Bond: None See Page 2

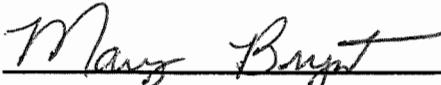
CONTRACTOR AS PRINCIPAL

Company: U.S. Tennis Court Construction Company (Corporate Seal)

SURETY

Company: Old Republic Surety Company (Corporate Seal)

Signature: 
Name and Title: MICHAEL LANTOSZ, President

Signature: 
Name and Title: Mary Bryant (Attorney-in-Fact)

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

CC Services, Inc. Brokerage
PO Box 2020
Bloomington, IL 62701-2020
866-434-3458

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due

Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims; demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MARY BRYANT, KATHERINE MCINTYRE, PEGGY S. KLECKNER, ANGELA MURPHY, OF BLOOMINGTON, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TWO MILLION DOLLARS(\$2,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

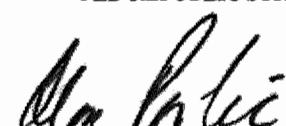
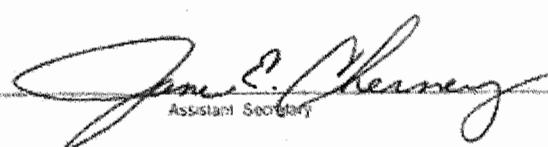
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of JANUARY, 2017.

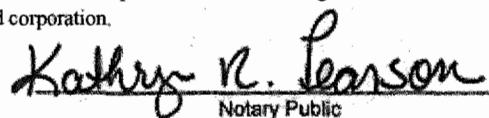
OLD REPUBLIC SURETY COMPANY



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of JANUARY, 2017, personally came before me, Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My commission expires: 9/28/2018

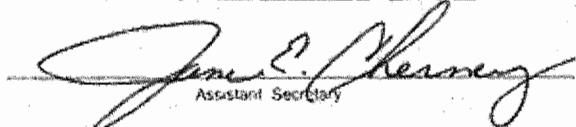
(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-3412

Signed and sealed at the City of Brookfield, WI this 29TH day of JUNE, 2017



Assistant Secretary

CC SERVICES, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.