

 **AIA**® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 12th day of JULY
in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

TOWN OF WILTON
238 DANBURY ROAD
WILTON, CT 06897

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:
(Name, legal status, address and other information)

HINDING TENNIS LLC
24 SPRING STREET
WEST HAVEN, CT 06516

for the following Project:
(Name, location and detailed description)
MIDDLEBROOK SCHOOL COURT RECONSTRUCTION
180 SCHOOL ROAD, WILTON, CONNECTICUT

The Architect:
(Name, legal status, address and other information)

NOT APPLICABLE NO ARCHITECT
NOT APPLICABLE NO ARCHITECT
NOT APPLICABLE NO ARCHITECT

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated _____, and enumerated as follows:

Drawings: Number	Title	Date
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Specifications:
Section

Title

Pages

.3 addenda prepared by the Architect as follows:

Number

Date

Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement;
and

.5 other documents, if any, identified as follows:

Rider to AIA Document A105

Exhibit A (Contractor's Proposal dated May 19, 2021, consisting of 18 pages)

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than
the date of commencement.

() calendar days from

By the following date: SEPTEMBER 1, 2021 (WEATHER PERMITTING)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS

(\$ 350,000.00)

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§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
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§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
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§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

- 25% DOWN PAYMENT DUE ON THE DATE WORK COMMENCES . . . \$87,500.00
- 50% PROGRESS PAYMENT DUE ON THE DATE CONCRETE IS POURED . . . \$175,000.00
- BALANCE DUE UPON SUBSTANTIAL COMPLETION . . . \$87,500.00

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

PRIME RATE %

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
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§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

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§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

OWNER: Chris Burney, Director, Public Works, Facilities & Energy Management, chris.burney@wiltonct.org

CONTRACTOR: Thomas P. Hinding, _____@hindingtennis.com.

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the

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extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold

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certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

THE OWNER'S DESIGNATED REPRESENTATIVE FOR THE PROJECT IS CHRIS BURNEY,
DIRECTOR, PUBLIC WORKS, FACILITIES & ENERGY MANAGEMENT.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

LYNNE VANDERSLICE, FIRST SELECTWOMAN

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

LICENSE NO.:

JURISDICTION:

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RIDER TO
AIA DOCUMENT A105 STANDARD SHORT FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR
BETWEEN
TOWN OF WILTON (OWNER)
AND
HINDING TENNIS, LLC (CONTRACTOR)
DATED JULY 12, 2021
PROJECT: MIDDLEBROOK SCHOOL COURT RECONSTRUCTION

The following provisions are incorporated into the above Agreement. Except as specifically indicated below, all capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

1. *The following is inserted as new **Section 1.6**:* The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 1. Rider to AIA Document A105.
 2. Agreement.
 3. Exhibit A (Contractor's Proposal dated May 19, 2021).
1. ***Section 4.1**, the word "Architect" shall be deleted and replaced with "Owner's Designated Representative".*
2. ***Section 5.1** shall be deleted in its entirety and replaced with the following:* The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the following insurance coverages covering the Contractor and all of its agents, employees, consultants and other providers of all or part of the Services and shall name **Town of New Wilton** as Additional Insured on a primary and non-contributory basis to the Contractor's Commercial General Liability insurance policy. All insurance shall be written with insurance carriers approved by Owner and licensed to do business in the State of Connecticut. All insurance coverages shall be purchased from

a company or companies with an A.M./Best rating of A-(VII) or better. Minimum limits and requirements are as follows.

Workers' Compensation. Contractor shall provide workers' compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000, including a waiver of subrogation.

Commercial General Liability Insurance. Contractor shall provide commercial general liability insurance policy including products and completed operations. Limits shall be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000 per project. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13).
- The coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- The coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

Commercial Automobile Insurance. Contractor shall provide commercial automobile insurance for any owned autos (Symbol 1 or equivalent) in the amount of at least \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the Town as an additional insured.

Umbrella Liability Insurance. Contractor shall provide umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages for commercial general liability and automobile insurance described above. The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

3. *In Section 5.5, there shall be deleted the reference to the Architect, the Architect's consultants and any of their agents and employees.*
4. *The following shall be inserted as new Section 5.6: The insurance policies described in Section 5.1 are referred to herein as the "Policies". Upon execution of this Agreement and, upon request of the Owner, at every date for renewal of the Policies, the Contractor*

shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. The Commercial General Liability and Automobile Insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

5. *The following shall be inserted as new **Section 5.7: Bonds**. The Contractor shall furnish the following with sureties satisfactory to the Owner.*
 - .1 A bond covering the Contractor's faithful performance of the Work, which bond shall be equal to one hundred percent (100%) of the Contract Sum and on which the Owner shall be shown as the obligee.
 - .2 A Payment Bond equal to one hundred percent (100%) of the Contract Sum.
6. ***Section 6.4** shall be deleted in its entirety.*
7. *The second sentence of **Section 7.3** shall be deleted and replaced with the following: In such case, the Owner may withhold payment to the extent reasonably necessary to reimburse the Owner for the cost of correction.*
8. *In **Section 8.1.2**, the reference to the Architect shall be deleted and replaced with "Owner's Designated Representative".*
9. *In **Section 8.2**, the words "and Architect's" shall be deleted.*
10. *In **Section 8.3.2**, the references to the Architect shall be deleted.*
11. *In **Section 8.5**, the reference to the Architect shall be deleted.*
12. *In **Section 8.7.2**, the reference to the Architect shall be deleted and replaced with "Owner's Designated Representative".*
13. *In **Section 8.8**, the reference to the Architect shall be deleted and replaced with "Owner's Designated Representative".*
14. *In **Section 8.12**, there shall be deleted the reference to the Architect and the Architect's consultants.*
15. ***Article 9** shall be deleted in its entirety.*
16. ***Section 10.2** shall be deleted in its entirety.*
17. *In **Section 12.2.1**, the references to the Architect shall be deleted and replaced with "Owner's Designated Representative".*

18. *In Section 12.3, the references to the Architect shall be deleted and replaced with “Owner’s Designated Representative”.*
19. *In Section 12.4.1, the reference to the Architect shall be deleted and replaced with “Owner’s Designated Representative”.*
20. *Section 12.4.3 shall be deleted in its entirety and replaced with the following: The Owner shall not be responsible for payments to a subcontractor of supplier.*
21. *In Section 12.5.2, the references to the Architect shall be deleted and replaced with “Owner’s Designated Representative”.*
22. *In Section 12.6.1, the references to the Architect shall be deleted and replaced with “Owner’s Designated Representative”.*
23. *In Section 12.6.2, the reference to the Architect shall be deleted and replaced with “Owner’s Designated Representative”.*
24. *In Section 14.1, the reference to the Architect shall be deleted and replaced with “Owner’s Designated Representative”.*
25. *Section 15.2.2 shall be deleted in its entirety.*
26. *In Section 16.1, the reference to the Architect shall be deleted.*
27. *In Section 16.2.2, the words “after consultation with the Architect” shall be deleted.*
28. *The following new sections are added.*

§ 17.1 Out of State Contractors and Subcontractors. If the Contractor is an “unverified contractor”, as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7)(C) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite proof set forth in subparagraph (B) of Section 12-430(7).

§ 17.2 Payment of Subcontractors. The following is required pursuant to Section 49-41a of the Connecticut General Statutes.

§ 17.2.1 The Contractor shall pay any amounts due any Subcontractor, whether for labor performed or materials furnished, within thirty (30) days of the date the Owner pays the Contractor for such labor or materials.

§ 17.2.2 The Contractor shall require in its agreements with each Subcontractor that such Subcontractor shall pay any amounts due any Sub-subcontractor, whether for

labor performed or materials furnished, within thirty (30) days of the date the Contractor pays the Subcontractor for such labor or materials.

§ 17.3 Prevailing Wage. To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of the payment of contribution for such person's classification on each pay day. With each Application for Payment, the Contractor shall submit to the Owner's Designated Representative a certified payroll report broken down by week.

§ 17.4. Safety Training. To the extent required by Section 31-53b of the Connecticut General Statutes, Contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. Contractor shall also furnish proof, and shall cause its Subcontractors to furnish proof, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

§ 17.5. Water and Portable Toilet. Contractor will be responsible for all drinking water for personnel performing Work, including containers, ice and cups. Contractor will be responsible for providing a portable toilet for use by personnel performing Work at the Project site.

§ 17.6. Counterparts and Electronic Signatures. This Agreement and the Rider may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Contract Documents and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic

means shall constitute effective execution and delivery of the Contract Documents as to the parties and may be used in lieu of the original Contract Documents for all purposes.

{This space intentionally left blank. The next page is the signature page.}

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

{Signature page to Rider to AIA Document A105}

IF YOU CAN PLAY ON IT,



WE CAN BUILD IT

Durability • Reliability
Playability • Engineered to Last



Chelsea Piers, Stamford, CT



New Canaan High School



Portland, OR



Tennis Industry Magazine Contractor of the Year —
10 and Under Tennis (2011)



Hinding Tennis Courts, LLC • 24 Spring Street • West Haven, CT 06516 • p 203-285-3055

May 19, 2021

Town of Wilton
Steve Pierce
180 School Road
Wilton, CT 06897
203-834-6234 Ext 6
steve.pierce@wilton.ct.org

Re: Middlebrook School Court Reconstruction Proposal

Dear Steve,

Thank you for considering Hinding Tennis for your recreational needs. It is our goal to provide you with the highest quality sport surfacing products and installation in the industry.

We at Hinding Tennis stand committed to excellence and it is our goal to provide you with the highest quality materials. As a current member of the American Sports Builders Association we are always up to date on the newest innovations and industry trends. Our goal is always to exceed your expectations and let the finished product speak for itself.

We know you have many options when choosing a sport-surfacing contractor, therefore we continually strive to provide the most competitive pricing without compromising the quality or workmanship.

All of us at Hinding Tennis thank you for the opportunity to provide you with this proposal and look forward to working with you in the future.
Sincerely,

Thomas Hinding
203-410-6090

www.HindingTennis.com



PROCEDURE TO BE AS FOLLOWS:

Furnish all materials, labor and insurance to perform the **HINDING TENNIS COURT RECONSTRUCTION** of four existing courts to post tension courts at Middlebrook School. **PLEASE NOTE-** Price does not include: Designs, Permits or Town fees .

Specifications of Services to be Provided:

1. **BASE-** Pulverize existing courts.
2. **FENCE-** Remove and dispose of fence fabric. Paint all fence posts and rails black. Install new 9 ga fused bonded black vinyl fabric
3. **LASOR GRADING-** Furnish, grade and compact stone to establish 1% pitch.
4. **POST TENSION CONCRETE-**
 - A. Form work will be installed around the entire perimeter of the tennis courts.
 - B. New net post sleeves to be set in their own concrete footings.
 - C. Two layers of 6 mil poly will be placed over the entire court area.
 - D. Encapsulated Post-tensioning tendons will be laid out according to PTI specifications.
 - E. A 5" thick, 3000 psi concrete slab will be poured monolithically inside the forms.
 - F. Post-tensioning cables will be stressed according to PTI specifications and procedures.
 - G. The concrete surface will be checked for flatness, according to the ASBA guidelines. Any deviations will be brought to proper tolerances with 5000 psi epoxy concrete.
 - H. After final cable stress, cable ends will be cut off inside the cone holes, and the holes filled with no-shrink grout.
 - I. Sand entire court surface.

Guarantee: Hinding Tennis, LLC will guarantee the post-tensioned slab against structural cracking for a period of Ten (10) years from date of install. Hairline cracks (surface cracks not structural as defined above) are not covered. If structural cracks do develop, the contractor will repair the crack as he deems necessary to make the surface playable again. Abuse, neglect, acts of God, are not covered.

5. **ACID ETCH-** Acid etch and pressure wash court.
6. **TI-COAT-** Apply Ti-Coat epoxy and first coat of acrylic resurfacer to entire court.
7. **NET POSTS-** Furnish and install four sets of new net posts including new nets.
8. **COLOR COATING-** Furnish and install the (3) coat acrylic color coating surface system to entire area. Color to be determined.
9. **LINE STRIPING-** Layout and stripe lines per USTA. Apply one coat of acrylic Line primer. Once Line primer has cured apply One (1) coat of textured White Line Paint. This (2) two coat application provides sharp lines and greater durability and longevity. The line paint is textured.

Pricing as Indicated Below:

TOTAL COST: \$350,000.00

PLEASE NOTE:

Due to rising costs of raw materials price is only valid for 30 days

www.HindingTennis.com



YOU WANT TO MAKE ATHLETIC COURT IMPROVEMENTS, BUT NEED TO FIND THE BEST WAY TO DO IT.

Too often field buyers want our products, but assume they are required to conduct their own formal bid.



Hinding Tennis, LLC
Authorized Dealer Partner
Sourcewell Contract# 060518-AST

That results in several problems



Time and Money - It is common to spend hundreds of collective hours conducting your own formal bid. Considerable time and effort is required - doing market research, drafting specifications, advertising the bid, vetting bidders, conducting interviews and more. **Do you really have this kind of time?**



You might not even get what you want! There are multiple bid types (RFP, IFB, hard bid, line item bids, etc.) and depending on the type of bid you conduct, you may have little choice in your selection. Certain bid types result in general contractors selecting your turf for you. Then you're married to that manufacturer and installer for the next 8 years of the warranty - *and you didn't even get to choose!*

Price is important, but it shouldn't be the ONLY factor in your decision.

So is there a better way? **Yes!**

A growing contracting method is the cooperative purchasing model. There are many good co-ops that offer contract awards from which their members can benefit. The co-ops ensure that all responding Vendors are fully vetted before awarding the contract, which can then be "piggybacked" by public agencies across the country. This makes it easy to choose an awarded contract with the Vendor your agency prefers.

The co-op benefits are clear



It's easy - They've done the hard work for you. Just issue a purchase order referencing the co-op contract you choose, and we can hit the ground running.



It's free - Co-op membership is typically free and easy to join online.



It's legal - RFPs and IFBs are designed to comply with the state requirements and statutes on the front end to allow for maximum flexibility.



It's proven - Over the past 20 years, thousands of public institutions, including K-12, universities, municipalities and more, have trusted using cooperative contracts for their purchases. More and more agencies use cooperative contracts each year, for everything from purchasing office supplies and computers, to building a turf field or running track.



Best of all... Get the product you want from the Vendor you trust.

GET THE FIELD THAT YOU WANT!

AstroTurf Corporation products (including Rekortan tracks and Laykold court systems) are available through a variety of national and regional cooperative purchasing programs across the country.

AstroTurf
CO-OP
SOLUTIONS



Combined expertise



Existing vendor relationships



Experience & overall vision



It's easy.
And it's been used by hundreds of public entities across the country.

Academy High School - Thornton, CO
Alamogordo High School - Alamogordo, NM
Alga Norte Sports Park - Carlsbad, CA
Ambridge School District - Ambridge, PA
Armstrong School District - Kittanning, PA
Anderson Elementary School - San Jose, CA
Anne Arundel County Parks (2 Fields) - Pasadena, MD
Anne Arundel County Schools (12 Fields) - Anne Arundel County, MD
Ashtabula Lakeside High School - Ashtabula, OH
Auburn High School (2 Fields) - Auburn, WA
Aurora High School - Aurora, OH
Baldwin Park High School - Baldwin Park, CA
Bell Gardens High School - Bell Gardens, CA
Belle Vernon Area High School - Belle Vernon, PA
Blue Springs High School - Blue Springs, MO
Blue Springs South High School - Blue Springs, MO
Buhler High School - Buhler, KS
Canyon High School - Canyon County, CA
Central High School - Fresno, CA
Cheyenne Mountain High School - Colorado Springs, CO
City of Coral Springs Mullins Park - Coral Springs, FL
City Springs Elementary - Baltimore, MD
Clear Creek ISD - League City, TX
Clearwater High School - Clearwater, KS
Columbus High School - Columbus, TX
Connellsville High School - Connellsville, PA
East High School - Denver, CO
Ebert Elementary School - Denver, CO
El Paso Gridley High School - El Paso, IL
Eugene School District - Eugene, OR
Exeter Union High School - Exeter, CA
Field Hockey National Training Center - Virginia Beach, VA
Florida A&M University - Tallahassee, FL
Franklin Rogers Park - Mankota, MN
Gahanna Lincoln High School - Gahanna, OH
Garry Berry Stadium - Colorado Springs, CO
Giddings ISD - Giddings, TX
Golden Valley High School - Santa Clarita, CA
Hacienda La Puente USD (2 Fields) - Hacienda Heights, CA

Hart County High School - Hartwell, GA
Hays High School - Hays, KS
Henry Wise Jr High School - Upper Marlboro, MD
Heritage High School - Menifee, CA
Horace Good Middle School - Garden City, TX
Jacksonville High School - Jacksonville, TX
JC Harmon High School - Kansas City, KS
John B. Lewis Soccer Complex (4 Fields) - Asheville, NC
John Glenn High School - Norwalk, CA
Johnston-Monroe High School - Johnstown, OH
Kansas State University - Manhattan, KS
Lakeside High School - Hot Springs, AR
Lauderhill Sports Complex - Lauderhill, FL
Lee's Summit North High School - Lee's Summit, MO
Leon County Public Schools - Tallahassee, FL
Lima High School - Lima, OH
Lincoln Park High School - Lincoln Park, MI
Los Gatos High School - Los Gatos, CA
Manhattan High School - Manhattan, KS
Mount Diablo USD (2 Fields) - Pleasant Hills, CA
City of Mankota - Mankota, MN
Marion High School - Marion, AR
Marshall University - Huntington, WV
Mendota High School - Mendota, CA
Midwestern State University - Wichita Falls, TX
University of Missouri - Columbia, MO
Missouri Western State University - Saint Joseph, MO
Montebello High School - Montebello, CA
Montoursville High School - Montoursville, PA
Moon Area High School - Coraopolis, PA
Mount Lebanon High School - Mt. Lebanon, PA
Mount Lebanon Sr. High School - Pittsburgh, PA
Naperville Park District - Naperville, IL
North East ISD - San Antonio, TX
Old Dominion University - Norfolk, VA
Ozark High School - Ozark, AR
Palm Bay H.S. Football Stadium - Melbourne, FL
Penncrest High School - Media, PA
Perryton High School - Perryton, TX

Petrolia High School - Petrolia, TX
Puyallup Public Schools - Puyallup, WA
Ridgefield Outdoor Recreation Complex - Ridgefield, WA
Palm Bay High School - Melbourne, FL
Perryton ISD - Perryton, TX
Plano ISD - Plano, TX
Pomona USD (3 Fields) - Pomona, CA
Prince George's Community College - Largo, MD
Prince George's County Public Schools (4 Fields) - MD
Red Mesa High School - Teec Nos Pos, AZ
Ringgold High School - Monongahela, PA
Riverview Park - Pittsburgh, PA
Russell High School - Russell, KS
Scranton Area High School - Scranton, PA
Sierra Vista High School - Baldwin Park, CA
Sonora High School - Sonora, CA
Suwannee County Little League Field - Live Oak, FL
University of South Alabama (2 Fields) - Mobile, AL
Salinas Unified School District - Salinas, CA
South Dakota State University (2 Fields) - Brookings, SD
Southside ISD - San Antonio, TX
South Park High School - South Park Township, PA
St. John's University - Jamaica, NY
Temecula Valley High School - Temecula, CA
Temple High School - Temple, TX
Tulare Union High School - Tulare, CA
Valley Park City Complex - Charleston, WV
Village Green Park - Bethel Park, PA
Vista Academy Performing Arts School - Vista, CA
Waldron High School - Waldron, AR
Webb Consolidate ISD - Bruni, TX
Wellsboro High School - Wellsboro, PA
Wenatchee High School - Wenatchee, WA
West Ranch High School - Stevenson Ranch, CA
West Shamokin High School - Rural Valley, PA
Wyandotte High School - Kansas City, KS
Youngstown State University - Youngstown, OH



Victoria Stringham
Director of Cooperative Purchasing
vstringham@astroturf.com
480-415-6300

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

AstroTurf
FIELDS

Rekortan
TRACKS

Laykold
COURTS

SYN LAWN
LANDSCAPE

January 19, 2021

Victoria Stringham
AstroTurf Corporation
2680 Abutment Road
Dalton, GA 30721

RE: Hinding Tennis Courts
24 Spring Street
West Haven, CT 06516

To Whom it May Concern:

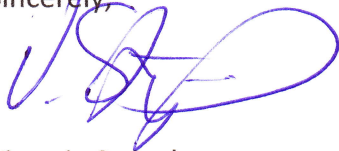
Hinding Tennis Courts is an authorized contractor partner of the AstroTurf Corporation with full access to both Sourcewell contract #060518-AST and AEPA-CREC contract #020-A, as named in both cooperative purchasing contracts awarded to AstroTurf Corporation.

Being an authorized partner allows Hinding Tennis Courts to directly market and sell discounted products and services to the members of Sourcewell and AEPA-CREC, and all other cooperative organizations for which AstroTurf has named Hinding Tennis Courts to be an authorized partner.

Please reach out with any questions at (480) 415-6300 or vstringham@astroturf.com.

This authorization letter is valid through December 31, 2021.

Sincerely,



Victoria Stringham
Director of Cooperative Purchasing
AstroTurf Corporation

AstroTurf

AN
AstroTurf Corporation
GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721
TF (800) 723 – TURF (8873) help@astroturf.com

STATE SALES TAX WILL BE CHARGED WHERE APPLICABLE. PAYMENT IS EXPECTED UPON TIMELY COMPLETION.

Payment Schedule

Payment Schedule is to be as follows **unless otherwise specified on the contract:**

For jobs priced below a threshold of approximately \$3,000.00 (subject to vary):

100% "Full payment", plus applicable tax on total amount, due upon signing and remittance of forthcoming contract if this estimate is approved, before work can begin. Please be ready to include a payment along with a signed contract.

For jobs priced above a threshold of approximately \$3,000.00 (subject to vary):

1. 50% "Down payment", plus applicable tax on total amount, due upon signing and remittance of forthcoming contract if this estimate is approved, before work can begin. Please be ready to include a payment along with a signed contract.
2. 30% "Good faith payment", considered due the day we begin work on your project.
3. 20% "Remainder payment", considered due the day we end work on your project.

PLEASE NOTE: In the event that payment is not made as specified above, it is agreed that Hinding Tennis, LLC will receive interest at the prevailing wage rate unpaid balance, plus all the cost of collection, including a reasonable attorney's fee. In the event that payment is not made as specified, Hinding Tennis, LLC retains the right to halt works until past due payments are made. Above prices are submitted for approval within sixty days and after that time may be revised. We reserve the right to take before, during & after photos of your particular job & use photos for marketing purposes. We will never give out your name or street address without your consent.

ACCEPTANCE OF PROPOSAL: Please call the office (203-285-3055) or one of the owners directly if someone is not in touch with you shortly and you are intent on proceeding with the work as described. We will provide a contract for you to sign and remit with payment so that we may begin work.

www.HindingTennis.com



ABOUT US



“Over the years, Hinding Tennis has helped make GRSC a community club with the best hard court surfaces inside and out, as well as junior lines and stand alone courts, outdoor lighting and pickleball courts. They are a great partner in the tennis business.”

— Sarah Boone, Owner, Guilford Racquet & Swim Club



Since **1994** the Team at Hinding Tennis, LLC has been building superior Recreational Courts for all types of surfaces. We specialize in Post Tension Concrete Courts and our patented Rubberized Cushion System is a very popular surface among many avid players.

Hinding prides itself on quality workmanship and retains over 90% of its work force each season; our crews are extremely knowledgeable and are some of the most experienced in the business.

From Har Tru to Post Tension Concrete to Tennis and Basketball Courts to Playgrounds and just about anything recreational, we offer only the best products and services. We are actively involved in the ASBA (American Sports Builders Association) and we are constantly on the cutting edge of new technology.

Our reputation speaks for itself and clubs, residential, parks, schools and municipalities count on us everyday.

We can customize any job to any size, any color and any speed. Our customer service and sales representatives are extremely knowledgeable of all types of surfaces, coatings and building new courts. So please call us today for a free analysis of your project.



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203-285-3055 • HindingTennis.com

Official 10 and Under Tennis Court Installer

BASKETBALL



Goalrilla Systems



No Other Basketball Hoop Compares

Goalrilla makes the toughest basketball training equipment on the planet. Push the limits of your body and don't worry about the limits of your basketball equipment. You get authentic hoops action for the home or the outdoor court with THE POWER TO CHANGE YOUR GAME™.

Hinding works with only the best manufacturers of basketball hoops including JayPro, Spalding, Produnk, Gared, Bison, and Gill Athletics.

DOMINATOR

The Best Basketball Hoop on the Planet.

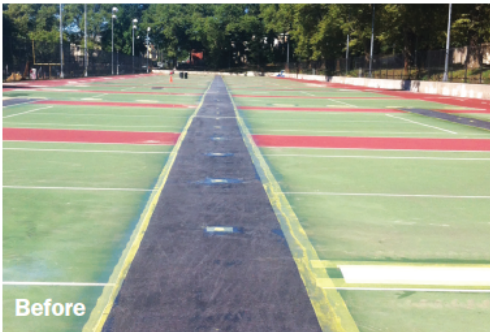
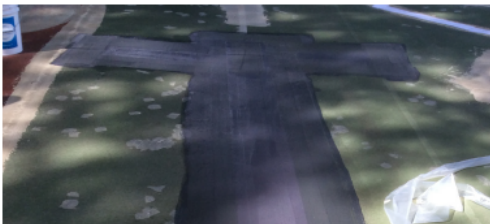
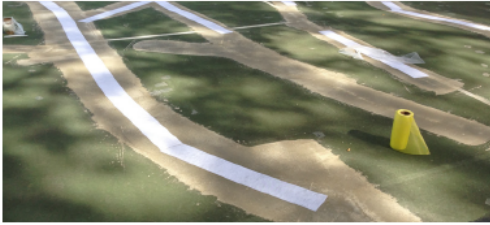
The Dominator Hoop is a professional-grade, adjustable, in-ground basketball hoop designed specifically to bring the highest quality of sports to your home. The Dominator is perfect for your driveway, parking lot, or virtually any outdoor court. The state of the art height adjustment mechanism is hands down the Dominator's best feature. The Dominator adjusts telescopically using a very tight sliding mechanism vs. rotating pivot points. It's safe, reliable, simple to operate, and built to last.



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RITeway CRACK REPAIR



Guaranteed

The RiteWay Crack Repair System (U.S. Patent No. 7,597,503) utilizes an exclusive technology that allows existing cracks on your court to move without breaking the membrane of this system. Many who have tried other systems have complained about “dead spots,” “hollow sounds” and “bubbling.” Although these other systems have proven to keep cracks from coming back, RiteWay Crack Repair not only keeps cracks from coming back, but its exclusive technology does not have any dead spots, hollow sounds or bubbling. We even offer a 2-year warranty on existing cracks from returning.

The installation is so unique that many tennis court owners can't believe its proven success until they see it for themselves.

No other overlay system can give you the RiteWay results or guarantee. We've seen the other systems on the market – some have success, some have failures – but none of them can give the guarantee that RiteWay offers. Our proven success and durability will last much longer than the written guarantee.

When considering your repair options, there's only one question to ask yourself:

Are you repairing cracks the old traditional way, or are you repairing them the RiteWay?



Fix Your Cracks - Do It The RiteWay!

For more information go to www.ritewaytennis.com.



24 Spring Street • West Haven, CT 06516

203-285-3055 • HindingTennis.com

Official 10 and Under Tennis Court Installer

RESURFACING



Court Resurfacing

Since 1994, Hinding Tennis has been building and resurfacing tennis courts throughout the United States and in the Caribbean. With headquarters located in West Haven, Connecticut, Hinding Tennis' major client concentration runs up and down the U.S. East Coast.

Resurfacing your tennis court is important in the overall maintenance, upkeep, playability and longevity of the court. Typically, a tennis court should be resurfaced every 4-7 years. This varies depending upon the surface, weather, amount of play, and preservation of the court. Hinding Tennis offers all types of coating and cushion systems and will give you several resurfacing options to keep your court performing at its highest level of playability.

Hinding Tennis resurfaces over 400 courts per year. We retain 90% of our professional workforce yearly, therefore we are not training new court technicians each season. Our quality of workmanship, professionalism and customer service is second to none. Examples of our projects include Chelsea Piers, Stamford CT; U.S. Coast Guard, New London CT; and Match Point Tennis, Brooklyn, NY.



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203-285-3055 • HindingTennis.com

Official 10 and Under Tennis Court Installer

SQUEEGEE MARKS



Acrylic color surfacing systems are generally applied with a squeegee in multiple coats. Most systems include one or more filler coats, followed by two to three coats of color. Some systems also include texture or cushion coats between the filler and the top coats.

There are several theories regarding the application of color coatings. In any case, coating systems must be applied smoothly to a uniform thickness over the entire court surface. This requires an experienced applicator and careful attention to the technique.

Even when color coatings are applied with care by a skilled operator, some squeegee marks and other slight variations in color and texture are inevitable. This is because the formulation of acrylic causes components to migrate to the edge of the material as it is being applied. As a result, an observer will be able to locate the spot where the acrylic material was poured on the surface, where the squeegee operator turned to make a pass in the opposite direction or where one pass overlapped another. Squeegee marks will be more visible on lighter colors and more common when coatings are applied in hot weather or when they include coarser sand. Humidity, angle of the sun when the acrylic is applied and other factors also may affect frequency and visibility of these marks.

Due to the nature of the material and the human element in tennis court construction, squeegee marks are likely to occur, like marks in newly vacuumed plush carpet or newly mown grass. They will not affect play and will become less visible as the court wears and ages.

While squeegee marks are within industry standard, more serious flaws – ridges, drips, tool marks, foot prints, bucket marks and areas of excess material - are unacceptable and should be corrected by the surfacing contractor.



Differences in site, weather and soil conditions require variations in construction and repair methods and materials. Readers are advised to consult a qualified contractor or design professional before undertaking construction or repair of a court. Rev. 03/04



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BIRDBATHS

LOW SPOTS



“Birdbath” is a term commonly used in the tennis industry to describe a low area on a tennis court that holds water.

More precisely, the American Sports Builders Association (ASBA) defines a birdbath as any area where standing water more than 1/16" (2mm – commonly measured using a nickel) remains after drainage of the area has ceased or after one hour of drying at 70 degrees Fahrenheit in sunlight. Birdbaths delay play on the court after rain and may cause staining and/or peeling of the surface.

Among the causes of birdbaths are:

1. Unsuitable material in the subsoil;
2. Inadequate drainage around the tennis court;
3. Improper slope or grade;
4. Inadequate compaction of the subgrade; or
5. Paving error



Paving and surfacing, even with laser-guided equipment, involves both skill and judgment. The number of variables impacting the paving and surfacing processes makes it unreasonable to expect perfection. Minor depressions in the

surface, those less than 1/16" deep or those that drain or dry in under an hour, are considered within tolerance and are acceptable. In a new or recently resurfaced court, however, the contractor should correct birdbaths.

Because site selection, design and construction can involve compromise, even properly designed and constructed courts may develop birdbaths over time. Tennis courts sometimes are built on sites which are reclaimed or which have been deemed unsuitable for other purposes. In such cases, less than ideal subsoil, grade, or drainage conditions may exist. Additionally, over time, new circumstances may arise which lead to settling or drainage problems.

The owner's expectations regarding repair of birdbaths should be based on the nature of the birdbaths that exist to be repaired and the amount of money budgeted for the repair. Owners also should understand that available repair methods and materials are imperfect. Complete removal of standing water may be impossible. Generally the owner should accept that repair of the birdbaths is only a means of reducing the inconvenience they cause and extending the useful life of the court.

The number, size and depth of birdbaths is another consideration. The existence of multiple birdbaths or major depressions of 1/2" or more may indicate more serious problems. Repairing multiple or deeper birdbaths is labor intensive and often results in cosmetic imperfections, which may require resurfacing to correct. The larger the birdbath, the more difficult it can be to repair.

Differences in site, weather and soil conditions require variations in construction and repair methods and materials. Readers are advised to consult a qualified contractor or design professional before undertaking construction or repair of a court. Rev. 11/10



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ACCESSORIES



Hinding Tennis is your resource for court equipment and accessories. With close to 20 years of experience in court construction and maintenance, we know what you need to give your game a boost and keep your court in shape. We work with the best suppliers of quality court products. Quality products come from quality manufacturers and we can provide you with a variety of choices to meet your personal preferences.



Fencing, lighting and windscreens, tennis nets, tennis posts and benches. Backboards, score boards, goals, ball machines, roll dries and court brooms



– we've got you covered. Looking for something? Just ask.



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MAINTENANCE



Maintaining your court is one of the most important things you can do to preserve the longevity of its appearance. Like changing the oil in your car every 3,000 miles, properly cleaning and inspecting your court once a year is very critical.

To maximize the useful life of any type of court, we recommend that owners develop and implement a regular schedule of maintenance. Regular inspection and repair of minor irregularities is more cost effective than allowing the court to deteriorate to the point of requiring major repairs.

Our maintenance programs include servicing both All Weather and Har Tru Courts. For all weather courts, we recommend you pressure wash once a year, check for cracks, grease net post cranks, check mesh and tighten fence and install your net. Our Har Tru reconditioning includes removing all the dead material. Installing new Har Tru, grooming court, checking fence fabric and tightening, greasing net post cranks and installing your net.



Call us today to inspect your court and for a free non-obligational estimate.



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WARRANTIES

Hinding Tennis stands behind their workmanship. All of our work comes standard with limited warranties. Below is list of the work that is guaranteed and what you can expect from us.



Riteway Crack Repair — This repair method is a more permanent repair. Its exclusive technology is state of the art - there is no other repair that has the long term effects as the Riteway System. We have seen this repair last for up to 10 years without cracks returning. We do guarantee the existing cracks for two (2) years. We cannot however guarantee against new cracks forming in a new location. *No Dead Spots, Hollow Sounds or Bubbles.*



Performance Court & Cushion Extreme — This repair method is the most recommended for the cost. This unique overlay system will cover the entire court and is guaranteed for 3 years. This system will cost you a bit more money than the Riteway Crack Repair, however, not only does this system guarantee the entire court, it offers a **“cushioned”** feel to the court, which is easier on the body/joints, and players often say they can play longer and feel better afterwards. The warranty does not cover any sub surface or drainage issues, unless we have built the court for you. If you want a guarantee for the entire court, this method is your best option.

Standard Color Coating, DecoTurf Cushion, New Court Construction — These particular installation methods are considered our **“standard”** methods. This workmanship comes with a 1 year warranty. The warranty covers any peeling, chipping or fading of the acrylic coatings. On new courts, we strongly recommend saw cuts in the asphalt. We cannot guarantee against cracks forming, however, we can guarantee that we will install the best possible base and drainage to help prevent from future cracking. Post Tension Concrete slabs is the only method that is guaranteed from cracking for up to 10 years.

Optional Crack Filling — This typically is a temporary quick crack fix and thus makes your courts safe and playable. There is **NO WARRANTY** on this workmanship. In fact, we can guarantee that the cracks we fill will most likely open up within 6 months to 1 year. *Other than price consideration, Hinding Tennis does not recommend this crack repair method.*



None of our warranties are covered by acts of god, excessive wind storms, vandalism or vehicular traffic. Trees and roots that may fall or enter onto the court are also not warrantied. If the court is not properly maintained or serviced over the years, the warranty may be voided. The warranty does not cover drainage issues, sub surface issues or settling issues. Unless we have built the court new for you, we do not know how the court was originally constructed and thus it would be impossible for us to guarantee someone else's work.

When choosing your contractor, make sure you read through their warranty policy; many contractors offer up to 25-year warranties, however these warranties are only as good as the paper they are written on. Any warranty that is longer than 5 years is simply not possible and I can guarantee the contractor will find ways around it if you have an issue. At Hinding Tennis, we will do our best to work with you even when your warranty is no longer valid, because it is the Hinding Tennis reputation on the line.



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REFERENCES



United Nations International School
New York, NY



Westport, CT



Chelsea Piers, Stamford, CT



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COLLEGE	CITY, STATE	CONTACT	PHONE	SERVICE PERFORMED
Mitchell College	New London, CT	Bernadette Macca	860-701-5058	(4) Tennis Courts Reconstruction Project
US Coast Guard	New London, CT	Garrett Starainic	860-701-6324	(3) Tennis Court New Construction
Univ of Rhode Island	Kingston, RI	Valerie A. Villucci	401-874-2867	(8) New DecoTurf Tennis Courts
Drew University	Madison, NJ	Patti Smith	973-408-3510	Resurface & RiteWay (8) Tennis Courts
University of Connecticut	Storrs, CT	Evan Feinglass	860-426-1258	Resurface (6) Tennis Courts
P.S. 234	Brooklyn, NY	Magda Lenski	212-233-6034	10,500 sq ft Deco Acrylotex

HOA

Timber Ridge	Mt. Kisko, NY	Bonnie Haber	516-625-9696	(1) Tennis Court Crack Repair & Coloring
Doral Farms	Stamford, CT	John Sullivan	203-967-8337	(2) Tennis Court Crack Repair & Coloring
Oakdale Woods	Wallingford, CT	Al Paolillo	203-671-7366	Resurface & RiteWay Crack Repair to (1) Tennis Court
Hale Farms Condominiums	Glastonbury, CT	Lisa Pericolosi	860-218-3050	Resurface (2) Tennis Courts

RESIDENTIAL

Stovell	Fairfield, CT	Helen	203-255-6824	(1) Installation of PC 300 Overlay Cushion Court
Varshinsky	Greenwich, CT	Michael	203-550-2525	(1) Tennis Court Cushion Extreme
Smith	Dedham, MA	Tina	617-823-5600	(1) Tennis Court Cushion Extreme

INDOOR CLUBS

Guilford Racquet Club	Guilford, CT	Sarah Boone	203-453-4367	(6) Cushion Extreme Tennis Courts
Chelsea Piers	Stamford, CT	Gigi Fernandez	203-989-1000	(7) Tennis Court Cushion Extreme & (2) 10 & Under Courts
Bennington Tennis Center	Bennington, VT	Richard Ader	212-581-4540	(3) Tennis Courts (2) 10 & Under, New Cushion Extreme
Longwood Covered Courts	Chestnut Hill, MA	Dick Sabin	617-566-9066	(2) Tennis Courts Cushion Extreme
New York Sports Club	Brooklyn, NY	Michael Phillips	718-643-4800	(2) Rooftop Tennis Courts Cushion Extreme
Manhattan Plaza Racquet Club	New York, NY	Skip Hartman	917-881-0489	Installation of 5 Cushion Extreme Courts
Mill Basin Health & Racquet Club	Brooklyn, NY	Billy Kruse	908-591-5444	Installation of 6 Cushion Extreme Courts

MUNICIPALITY

City of New Haven	New Haven, CT	David Moser	203-946-8201	(7) Tennis and (4) 36' 10 & Under Courts Reconstructed
NYC Parks Dept	New York, NY	George Kroenert	718-760-6731	Multiple Locations Painted Games, Running Tracks
Town of Guilford	Guilford, CT	Rick Maynard	203-453-8068	Multiple Courts New Construction, Crack Repair and Coloring
Town of New Milford	New Milford, CT	Dan Calhoun	860-355-6050	(2) Tennis and (2) Basketball Reconstruction
Town of Cresskill	New Jersey	Steve at SCS	201-563-9117	(2) Basketball Court Resurfacing
Town of Oakland	New Jersey	Dave Simin	201-327-1002	(6) Tennis Court Resurfacing
Town of New Canaan	New Canaan, CT	Steve Benko	203-594-3605	(7) New Post Tensioned Tennis Courts
Town of Manchester	Manchester, CT	Ken Longo	860-463-3512	(2) Basketball Court Resurfacing
Town of Brookfield	Brookfield, CT	Dennis DiPinto	203-460-4273	Multiple locations, Tennis and Basketball Construction & Resurfacing
Town of Canton	Canton, CT	Josh Medeiros	860-912-6331	Resurfacing (4) Tennis Courts and (2) Basketball Courts
Juniper Park Middle Village	Queens, NY	Maisha Warren	914-872-5605	USTA Community Development: (8) Tennis Courts Resurfacing and 10 & Under Court Conversion and Line Striping

NOTABLE CLIENTS

Tennis Hall of Fame	Newport, RI	Mary Rompf	401-849-4777	(3) Tennis Courts Resurfacing
Boston Lobsters	Manchester, MA	Darlene Hayes	508-435-2023	(1) Tennis Court Paint for WTT Competition
Nike		Pori Saikia	212-239-0904	Coating of the Famed Rucker Park
Regis Philbin	Greenwich, CT			(1) Tennis Court Resurfacing
Tommy Hilfiger	Greenwich, CT			(1) Tennis Court New Construction

CAMPS

Camp Wahnee	Torrington, CT	Dave Stricker	516-946-4246	Wahnee Rd. New Construction, Crack Repair and Coloring
Greenwood Trails	Winsted, CT	Adam Langbart	516-483-7272	Multiple Locations New Construction, Crack Repair and Coloring
Ebner Camps	Banton, CT	Kevin Ebner	860-379-4050	Multiple Locations New Construction, Crack Repair and Coloring
Winding Trails	Farmington, CT	Scott Brown	860-677-8458	(4) Tennis and (3) Basketball Courts Crack Repair and Coloring

TENNIS AND COUNTRY CLUBS

The Stanwich Club	Greenwich, CT	Scott Niven	203-869-1812	New Cart Path Painting
Village Club of Sands Pt.	Sands Point, NY	Ed Ronan	516-322-4378	(3) Court Resurfacing & Crack Repair, Har Tru Courts
Manchester Athletic Club	Manchester, MA	Keith Callahan	978-526-8900	(10) Tennis Courts Resurfaced with DecoTurf
Saw Mill Club	Mt. Kisko, NY	Kevin Kane	914-403-7053	(13) DecoTurf Courts
Pleasantville Tennis Club	Pleasantville, NY	Marielise Watts	914-837-0185	Construction of New Har Tru Court

No Matter What Your Game,



HINDING HANDLES IT



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