

REPORT FOR REBUILDING THE CASTLE COVE TENNIS
COURTS IN 2011
BY MAURY LATHROP

INDEX

- 1. REPORT, TIMELINE, CONTRACTORS, AND COST**
- 2. REQUIREMENTS FOR BUILDING COURTS**
- 3. DELELLO BID, INSURANCE, BOND**
- 4. FRADY BID – SEE #2**
- 5. ADDENDUM TO FRADY CONTRACT**
- 6. ADDENDUM TO FRADY CONTRACT**
- 7. WAIVER OF LIEN FORM**
- 8. GUIDE LINES FOR TENNIS COURT USE**
- 9. DRAWING OF FINISHED COURTS AND DRAINAGE**
- 10. PICTURES OF DEMOLITION OF OLD COURTS AND BUILDING NEW COURTS**

In 2009 Larry Jordan, along with the others members of the tennis committee Doug Reichl, Greg Bond, and Ken Massey began the task of acquiring quotes for building the new tennis courts.

Larry asked for and received quotes from three contractors listed in the yellow pages that build tennis courts. The Castle Cove board was then given the quotes and they established a goal of \$70,000 for the project.

In November of 2010 I was elected to the board and became a member of the tennis committee. Over the next year we met with the three contractors. At each meeting we learned something new about building the courts. We also researched magazine articles and talked to others about how the courts should be constructed.

We then asked the contractors to quote building two courts and only one court. After we received the quotes, we presented the quotes to the board along with the tennis committee's recommendation. The board voted to rebuild both courts, since there was only a \$7000.00 cost difference for building one court verses two courts.

Frady Excavation presented us with quote of \$23,376.00 for removal of the old courts and fencing, adding a 4" layer of new foundation rock, new drainage at the north and south ends, repair of 24' of side walk and final grading and seeding around the courts.

Delello and Sons presented us with a quote of \$49,500.00 to lay new asphalt, install a new black vinyl fence, install the court post with new nets, and paint and line the new courts.

The total cost was \$72,876.00. The board voted to accept both bids and add \$7000.00 as a contingency for any unforeseen items.

The project began August 15th and was court ready by Oct. 3rd.

During construction it was determined that additional drainage was need for the West Side of the courts because of a soft spot in the clay and this was added at a cost of \$3000.00. In addition, we spent \$1610.00 to have the unused rock removed and some additional grading to the slope of the south end near the pool to remove surface water to the lake.

It was also determined that fencing was not need in front of the shelter house because of the Plexiglas inserts. This saved \$1000.00 from the original cost. The board then voted to spend \$1245.00 to add the keypad lock to the gate.

At this time, the sidewalk has not been repaired and the final grading and seeding has not been completed. Approximately \$4500.00 has been inserted in the 2012 budget, from the original budget, to cover the final cost.

The project is scheduled to be completed in early 2012 and the final cost is \$77,731.00.

Requirements for New Castle Cove Tennis Courts

Double Court

1. All permits are to be obtained by Contractor.
2. Contractor shall supply insurance and bonding papers that are current and supplied with bid.
3. Contractor shall build to ASBA (American Sports Builders Association) and the USTA (United States Tennis Association) standards for tennis courts. The current amount of asphalt and the current line sizes are to remain the same.
4. Contractor shall be responsible for hauling away, or recycling, of current courts, post and concrete forms.
5. Castle Cove Homeowners Association, Inc. shall supply any electrical power.
6. Contractor shall give and maintain a timeline for reconstruction of the courts.
7. Contractor shall designate how all payments for reconstruction of the courts are to be made. Any final payment shall be made only after the tennis committee has examined the sub-base, post installation, base, top coat, acrylic coat and lining, fencing and any concerns are addressed.
8. Any city inspections are the responsibility of the contractor to obtain prior to proceeding with the next step of construction.
9. All guarantee and warranty issues; limits and expiration dates are to be included in the bid.
10. Contractor is to install new posts on both courts. Footings are to be bell shaped designed and set 42 inches deep. The posts are to be made of steel, black in color, and be equipped with internal winding and tightening mechanism. The posts are to have minimum yield strength of 1,100 pounds and a minimum tensile strength of 1,500 pounds. The posts may be round or square. Round posts shall be between 2 7/8 inches and 6 inches in diameter. Square posts are to be 3-6 inches square. The top of the posts shall be no more than 1 inch above the net cable.
11. Control joints are to be cut between the net posts and out on either side and between the two courts. The cuts are to be filled with a sealant suitable for adhesion to asphalt, prior to the courts being coated with acrylic color.
12. A center strap anchor for holding down the center of the net shall be installed in concrete footings 12"x 12"x 12" with the base of the footing to be slightly larger (15"x15").

13. The acrylic color for the courts shall be green. Tennis and pickleball lines are to be installed on both courts. The tennis lines are to be white and the pickle ball lines shall be dark blue. Lines are to be in accordance with tennis and pickle ball standards. Blue lines are not to cover any white lines and are to be held off from white lines by 2 inches on both sides when intersecting.
14. A new ten-foot high black vinyl coated chain link fence is to be installed. Posts are to be 40 gage to support a windscreen and set in concrete. A gate for entrance is to be set on the West Side in the same spot as the previous entrance gate.
15. Parking lot and sidewalk shall be protected from equipment traffic so as not to be damaged. Any damage to the Castle Cove shelter house is to be covered by contractor's insurance.
16. Enhance the drainage around the courts. See attachment.
17. All cost for construction, permits, taxes and repairs are to be included in contractor's bid.
18. We are asking for a price guarantee until September 30, 2011 submitted to Castle Cove Home Owners, Inc.
19. Construction is to begin after August 15, 2011.



April 22, 2011

Submitted To: Castle Cove Homeowners Association
7921 Springwater Court
Indianapolis, IN 46256
Phone: 252-5875
Attention: Larry Jordan

Project: Tennis court
Option #2 double

We propose to furnish labor and materials necessary for completion of the following scope-of-work, for the
Sum of: **Forty-Nine Thousand Five Hundred and.....0/100 dollars \$49,500.00**

Tennis Courts Paving.....\$27,750.00

1. Fine grade existing stone base prepared by others.
2. Lay hot asphalt binder and roll to a compacted depth of 2".
3. Lay hot asphalt surface and roll to a compacted depth of 1".
4. Approximately 7,200 square feet.
5. Saw cut as indicated in bid requirements.
6. Any additional prep work other than fine grade will result in additional charges.

Color & Stripe.....\$5,800.00

1. Apply one coat of black primer
2. Apply three coats of color coat system. (2 tone color)
3. Stripe court per U.S.T.A. guidelines, including pickle ball.

Install Net & Posts.....\$2,200.00

1. Install removable sleeves.
2. Deliver and install 1 set of Douglas tennis post and net with center strap and anchor.

Fence.....\$13,750.00

1. Install 452'-0" of 9 gauge 120" black vinyl chain link with 1 5/8" top and mid rail, 2 1/2" line post, and bottom tension wire. (1) 4' gate entrance and fence will support wind screen.

All demolition and site excavation to be completed by others, with courts being ready for fine grade and pave.

One year guarantee on all labor and materials

NOTES:

Contractor will schedule work after a signed contract is received. Delello & Sons is NOT responsible for permits, bonds, and utilities, unless stated otherwise on the proposal. Delello & Sons is NOT responsible for engineering, layout or staking. Delello & Sons is NOT responsible for traffic control or signage, unless stated otherwise. Delello & Sons is NOT responsible for existing drainage problem. Delello & Sons guarantees 95% drainage if grades are 1% or less. Delello & Sons is NOT responsible for damage to existing landscape, concrete, etc., due to construction traffic, etc. Delello & Sons is NOT responsible for unstable or inadequate sub-base, base or existing surface, unless noted otherwise. Cracks may appear in new asphalt when applied over existing asphalt or concrete, for which Delello & Sons will NOT be held liable. Any changes from the above specifications involving extra cost will become an extra charge over and above the budgeted cost. Price good until September 30, 2011 ONLY. Contract for weekday work ONLY. If owner/contractor requires Saturday work, overtime charges will be required.

Sincerely,

Delello & Sons Asphalt Paving INC.

Note: This proposal may be withdrawn

By us if not accepted with in 30 days.

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and Are Hereby accepted. You are authorized to do The work as specified. Payment will be made as outlined below.

 date 4/22/11
Jim Houghton

_____ date _____

Terms:

Payment to be made upon completion of job, unless other arrangements, in writing are made. A 1 1/2% monthly finance charge will Be applied to ALL PAST DUE accounts. This computes at an annual percentage rate 18%. In the event of default, ALL expenses, Including attorneys' fees, incurred by Delello & Sons in enforcing any obligation, shall become due in addition to the proposal sum. Owner to carry personal property and casualty insurance. Our workers are fully covered by Workmen's Compensation Insurance.



Fidelity and Deposit Companies

1600 McConnor Parkway
10th Floor, Surety Intake Center
Schaumburg IL 60173
Toll Free Phone No: 1-800-664-0939

Bond No. LPM8938687

CONTINUATION CERTIFICATE

For Miscellaneous Terms Bonds

Principal: Delello & Sons Asphalt Paving, Inc.

and the Fidelity and Deposit Company of Maryland, as Surety in a certain Bond No. LPM8938687, with an effective date of the 31ST day of DECEMBER, 2008 in the penalty of:
Ten Thousand and Zero Cents

Dollars (\$ 10,000)

In Favor of: Consolidated City of Indianapolis, Indiana and an Unknown Third Party

do hereby continue said bond in force for the further term(s) of 2 year(s) beginning on the 31ST day of DECEMBER, 2010 and ending on the 31ST day of DECEMBER, 2012.

Listed General Contractor

PROVIDED, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said Fidelity and Deposit Company of Maryland under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 17TH day of OCTOBER, 2010.

Witness:

J.R. Hayes

John Delello **PRESIDENT** (SEAL)
Principal

_____ (SEAL)
Principal

_____ (SEAL)
Principal



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY:

Theodore G. Martinez
THEODORE G. MARTINEZ, Attorney-in-fact

 **COPY**

Bond Number: LPM8938687

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE: 600 RED BROOK BOULEVARD, OWINGS MILLS, MD 21117**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by Frank E. Martin, Jr., Vice President and Gerald F. Haley, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the next page hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint THEODORE G. MARTINEZ, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Bond or undertaking number LPM8938687, issued on behalf of

Delello & Sons Asphalt Paving, Inc.

, as Principal in a penalty not to exceed the sum of
Twelve Thousand and Zero Cents

(\$ 12,000) and the execution of such bond or undertaking in pursuance of these presents, shall be as binding upon said company, as fully and amply, to all intents and purposes, as if it had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Owings Mills, MD., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the next page hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND this 17TH day of OCTOBER, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

By:

Frank E. Martin Jr.

Gerald F. Haley Assistant Secretary

Frank E. Martin, Jr., Vice President

State of Maryland }
County of Baltimore } SS:

On this 17TH day of OCTOBER, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came Frank E. Martin, Jr., Vice President, and Gerald F. Haley, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2011

FRADY



EXCAVATING & TRANSPORT

Office: 317-462-1620 • Mobile: 317-590-3478 • Fax: 317-467-4972

April 27, 2011

- 1) Construction of the east and west tennis courts per the furnished specifications: \$62,886
- 2) Prep and drainage for the east and west tennis courts per the furnished specifications: \$23,376
- 3) Construction of the east tennis court per the furnished specifications: \$36,586
- 4) Prep and drainage for the east tennis court per the furnished specifications: \$29,558

***All work is guaranteed for up to one year.**

Frady Excavating and Transport, LLC

ADDENDUM TO CONTRACT WITH FRADY EXCAVATION

AFTER REMOVAL OF THE CURRENT ASPHALT FROM THE WEST SIDE OF THE TENNIS COURTS, IT WAS DETERMINED THAT SOFT SPOTS IN THE SOIL UNDERNEATH REQUIRED ADDITIONAL DRAINAGE.

FRADY HAS GIVEN CASTLE COVE HOMEOWNERS ASSOCIATION A QUOTE OF \$3000.00 TO INSTALL A FRENCH DRAIN SYSTEM ON THE WEST SIDE OF THE CURRENT TENNIS COURT AREA.

THE QUOTE INCLUDES ALL NECESSARY MATERIALS TO COMPLETE THE DRAIN AND HAVE IT DRAIN TOWARD THE LAKE.

THIS ADDENDUM WAS REACHED AND AGREED UPON AUGUST 18TH, 2011.

DAVE FRADY _____

MARIE WRIGHT _____

ADDENDUM TO CONTRACT WITH FRADY EXCAVATION2

WE ARE REQUESTING ADDITIONAL EDGING AND GRADING TO CLEAR THE ROCK AND DEBRIS FROM AROUND THE NEW TENNIS COURTS AND TO REMOVE IT FROM THE PREMISIS. THIS WORK WAS NOT INCLUDED IN THE ORIGINAL QUOTE

FRADY HAS GIVEN CASTLE COVE HOMEOWNERS ASSOCIATION A QUOTE OF \$1610.00 TO DO THIS ADDITIONAL WORK.

THIS ADDENDUM WAS REACHED AND AGREED UPON SEPTEMBER 30TH, 2011.

JAY BOBIAN v.p. _____ 9-30-11

DAVE FRADY _____

Guidelines for Tennis Court Use:

1. The courts are for the exclusive use of Castle Cove residents and their guests. A resident must accompany guests.
2. The courts are to be used for racket play (Tennis or Pickleball) and for no other purpose.
3. Only shoes designed specifically for racket sports are allowed on the courts.
4. Court use shall be limited to two hours on the hour and can be extended an hour at a time if there are no other persons waiting to play.
5. Use of the courts must be conducted in a safe manner with due respect and consideration for other who are sharing the courts as well as for those who live nearby in our neighboring community.
6. Players will conduct themselves in an orderly and courteous manner. (Swearing is not allowed on the courts. Persons throwing their racquets or other objects will be asked to leave the courts. Persons engaging in dangerous or overtly aggressive play can lose their court privileges.)
7. Court maintenance: it is the responsibility of everyone who uses the courts to pick up after themselves – including balls hit outside of the courts. A trash receptacle will be provided for this purpose.
8. **Under no circumstances will pets be allowed on the courts.**
9. The Tennis Committee will be responsible for the enforcement of the guidelines. Where inappropriate conduct is witnessed or reported, it will be up to the Tennis Committee to address the matter. The Tennis Committee has the sole responsibility for administrating discipline up to and including the loss of court privileges. After three infractions the resident will lose court access for that year.
10. The gate lock will be turned on at 7:00 a.m. and turned off at 10:00 p.m.
11. Residents may obtain their lock code from Tom Stephenson at 317-570-7717.

12. Additional Guidelines may be added at anytime by the Tennis Committee.

13. The current Tennis Committee members are:

Maury Lathrop	317-915-7476
Greg Bond	317-598-1981
Doug Reichl	317-578-8213
Ken Massey	317-849-7099

HILL

FRENCH DRAIN

TENNIS COURTS 2011

SHELTER
HOUSE

BEGINS
HERE
NOT ATTACHED
TO NORTH END

FRENCH
DRAIN
14"
FROM
WALL
← 14" →

NATURAL
DRAINAGE

DOOR

FRENCH DRAIN

LAKE

