



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	Village of Bensenville
Contact Person	Sean Flynn
Address	12 S. Center St.
City	Bensenville
Phone Number	630-549-1018
Email	sflynn@bensenville.il.us

SECTION II Project Description

Project Title	Redmond Park Pickleball Court Project
Cost of the Project	\$269,784.00 granted \$5,000
Brief Description of the Scope of Initiative	Removal of existing in-line rink and construction of 6 pickleball courts at Redmond Park along with 3 pavilions and fencing
Desired Outcomes	Successful completion of the project for community use.

SECTION III Signature

Member Name	Sam Tornatore and Cindy Cronin Cahill
District	1
Signature	 

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)

VILLAGE BOARD

President
Frank DeSimone

Board of Trustees
Rosa Carmona
Ann Franz
Marie T. Frey
McLane Lomax
Nicholas Panicola Jr.
Armando Perez

Village Clerk
Nancy Quinn

Village Manager
Daniel Schulze

September 18, 2025

Power Court

734 Hickory Lane
West Chicago, IL 60185

Subject: Engagement Letter for Installation of Pickleball Courts at Redmond Park

Dear Mr. Dave VanderVeen

This letter serves as an official engagement agreement between the Village of Bensenville (the "Village") and Power Court (the "Contractor") for the design, construction, and installation of six (6) pickleball courts at Redmond Park located in the Village of Bensenville, Illinois (the "Project").

1. Scope of Work

Power Court agrees to perform the following services under this agreement:

- **Design and Layout:** Power Court will provide a design for six (6) pickleball courts, including all necessary specifications and layout approvals.
- **Site Preparation:** Power Court will carry out any required site preparation, including clearing, grading, and any required foundation work.
- **Installation of Courts:** Power Court will install six (6) pickleball courts, including fencing, lighting, nets, pavilions and other essential equipment.
- **Inspection and Final Touches:** After installation, Power Court will conduct a final inspection and ensure all work meets agreed-upon standards.

2. Timeline

The Project is to be completed within 2 months from the start date. The anticipated start date for the work is September 15, 2025, with a target completion date of November 15, 2025.

3. Cost and Payment Terms

The total cost for the Project is \$269,784.00, inclusive of labor, materials, and equipment. The payment schedule is as follows:

- **Deposit:** A deposit of \$80,935.20 will be due upon signing of this agreement.

VILLAGE BOARD

President

Frank DeSimone

Board of Trustees

Rosa Carmona
Ann Franz
Marie T. Frey
McLane Lomax
Nicholas Panicola Jr.
Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Daniel Schulze

- **Progress Payments:** Progress payments will be made based on mutually agreed milestones or work completed.
- **Final Payment:** Final payment of \$188,848.80 will be due upon satisfactory completion and final inspection.

4. Permits and Approvals

Power Court is responsible for securing all necessary permits and approvals required for the installation of the pickleball courts. The Village will assist as needed with local approvals.

5. Insurance and Liability

Power Court agrees to maintain sufficient insurance coverage to protect against any damages, liabilities, or injuries that may arise during the course of the Project. The Village of Bensenville shall be named as an additional insured party.

6. Warranties

Power Court shall provide a warranty for the work performed, which includes coverage for materials and craftsmanship for a period of [insert number] years following the completion of the installation.

7. Indemnification

Power Court agrees to indemnify and hold harmless the Village of Bensenville, its officials, employees, and agents, from any and all claims, damages, liabilities, or injuries arising from the performance of this agreement.

8. Termination

This agreement may be terminated by either party upon [insert number] days written notice, in the event of substantial failure to meet the terms outlined in this agreement.

9. Miscellaneous Provisions

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- **Entire Agreement:** This letter constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.



12 S. Center St.
Bensenville, IL 60106

Office: 630.766.8200
Fax: 630.594.1105

www.bensenville.il.us

VILLAGE BOARD

President

Frank DeSimone

Board of Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Daniel Schulze

Please signify your acceptance of the terms outlined above by signing below. Once signed, this letter will serve as the official engagement agreement between the Village of Bensenville and Power Court for the installation of the pickleball courts at Redmond Park.

Sincerely,

A black rectangular box redacting the signature of Sean Flynn.

Sean Flynn
Director of Recreation
Village of Bensenville

Acknowledgment and Acceptance:

By signing below, Power Court acknowledges and agrees to the terms and conditions outlined in this engagement letter.

Power Court

Signature: Dave VanderVeen

Printed Name: Dave VanderVeen

Title: President

Date: 9/15/2025



TYPE:Resolution**SUBMITTED BY:**Sean Flynn**DEPARTMENT:**Recreation**DATE:**July 29, 2025**DESCRIPTION:**Resolution Approving a Sales Agreement with Power Court for the Construction of Pickleball Courts at Redmond Park in the Amount of \$269,784.00**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

X	<i>Financially Sound Village</i>	X	<i>Enrich the lives of Residents</i>
X	<i>Quality Customer Oriented Services</i>		<i>Major Business/Corporate Center</i>
X	<i>Safe and Beautiful Village</i>		<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

As part of the 2025 Community Investment Plan \$510,000.00 was set aside for the design and construction of new pickleball courts to replace the current outdoor inline rink at Redmond Park.

KEY ISSUES:

Staff began research on this project in the spring and after discussions with Bill Voight who is a Pickleball Ambassador for USA Pickleball it was determined that three companies in the Chicagoland area are recommended for a project of our scope.

Based on these discussions, three proposals were accepted for this project:

- Power Court proposes a price of \$269,784.00
- Landworks Limited proposes a price of \$547,385.00
- US Tennis Court Construction & Resurfacing- Unable to complete job in the timeframe provided.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends Approving a Sales Agreement with Power Court for the Construction of Pickleball Courts at Redmond Park in the Amount of \$269,784.00

BUDGET IMPACT:

The cost of the construction of the Pickleball courts comes to \$269,784.00 and is well under the \$510,000.00 originally budgeted for this project.

ACTION REQUIRED:

Approval of a Sales Agreement with Power Court for the Construction of Pickleball Courts at Redmond Park in the Amount of \$269,784.00

ATTACHMENTS:**Description**[Resolution](#)[Power Court Proposal](#)[Landworks Limited Proposal](#)[Aerial View](#)**Upload Date**

7/21/2025

7/21/2025

7/21/2025

7/21/2025

Type

Resolution Letter

Exhibit

Exhibit

Exhibit



Landscape Architects
& Contractors

751 North Bolingbrook Drive
Link 17
Bolingbrook, Illinois 60440

tel 630.759.8200
fax 630.679.1358
www.landworkslimited.com

July 16, 2025

Sean Flynn
Director of Recreation
Village of Bensenville
735 East Jefferson Street
Bensenville, IL 60106

Re: Bensenville Pickleball Courts at Redmond Park

Proposed Work

Landworks, Ltd. proposes the following to provide materials, Illinois Prevailing Wage Labor and supervision for the following work per Village of Bensenville Plans 6/30/2025:

- Remove existing concrete and asphalt hockey rink and path leading from the parking lot
- Excavate for proposed pickleball improvements
- Haul off excess material and dispose of at a licensed CCDD facility
- Install 12,825 sf 3" asphalt over 8" gravel base at the pickleball courts
- Install 4,550 sf 4" concrete over 5" gravel base west of the pickleball courts and to the curb cut in the parking lot. Path to the parking lot to be 5' wide.
- Install 300 sf of 5" concrete maintenance access at the south from the parking lot to the proposed asphalt courts
- Color coat new pickleball courts with 2 coats of each acrylic color selected by owner prior to install.
- Install 10' vinyl coated chain link fence at the perimeter with 3 4' gates and 1 10' double service gate.
- Install 4' vinyl coated chain link fence at 2 locations separating courts
- Supply and install 3 Yardistry YM 12'x10' gazebos
- Provide new 120v electrical service with 1 light and 2 GFI outlets to each new gazebo. Power to be provided by others at the location shown on the plans.
- Restoration of all disturbed areas with seed and DS75 blanket.

Grand Total

\$547,385.00

Respectfully submitted,

LANDWORKS LTD.

Gabriel Pizzuto
Director of Operations

**Due to supply chain challenges and general availability of materials, lead time may fluctuate. Landworks Ltd. will not be held responsible for any liquidated damages or back charges due to specified product procurement delays.

To further clarify our proposal and scope, the following Exclusions or Qualifications pertain to our bid.

1. Pricing is based on commencing work in 2025.
2. This proposal is bid with plant material pricing and availability at time of quote, subject to change based on site conditions and market availability.
3. Winter Conditions are not part of this estimate.
4. Estimate does not include any provisions for dewatering.
5. Exclude import or export of soil. Soil is shown as an alternate line item. Grade shall be received at plus/minus one tenth foot (1/10') of finished grade, and free of weeds, rocks over 1", construction debris, or other deleterious materials. The subgrade shall consist of material acceptable to the Owner, and compacted to the densities required in the specifications.
6. Site Furnishings and Tree Grates require a down payment of 50% to place order.
7. Hydroseed price assumes onsite water from either a fire hydrant or pond source access.
8. Exclude Soil Amendments. Amendments are unable to be priced until recommendations from a recognized soil test agency are received.
9. Exclude tree staking.
10. Sod and/or seeded areas watering and mowing shall be the Owner's responsibility. Initial watering of sod by Landworks Ltd. All additional watering is by Owner. Pricing can be provided for additional watering if necessary.
11. Normal spring seeding dates shall be between March 1st and May 31st. Seeding to be done only when ground temperatures are 55 degrees Fahrenheit or greater. Normal fall seeding dates shall be between August 20 and September 30. Warranty of seeding is limited to the above specified time frame.
12. Dormant seeding dates shall be between November 1st and March 1st, weather and conditions permitting. Dormant Seeding is at the owner's risk and not that of Landworks Ltd.
13. Premium time shall only be performed for work caused by our own delays. We reserve the right to pursue reimbursement for premium time for work delays caused by other trades. Liquidated damages for project delays are not applicable to Landworks Ltd.
14. The owner shall provide (at no cost) an adequate water supply for construction operations.
15. Exclude removal of silt fence.
16. Our price assumes owner-provided construction parking. Exclude off-site parking.
17. Crane Pricing does not include traffic control, permits or lane closures.
18. If crane staging area is over structure, exclude engineering and shoring.
19. Exclude crane and operator for roof deck hoisting. Our price considers using the tower crane.
20. Roof live-load limits have been documented by others and a determination has been made by others that the Green Roof System will not overload the structure.
21. Delivery of materials shall be immediately adjacent to the structure via a 53 foot tractor trailer.
22. A minimum of 12 week lead time prior to installation is required for Green Roof.
23. Green Roof plant substitutions may be necessary based on availability.
24. Green Roof installation includes a 6 ounce geo-textile slip-sheet.
25. Green Roof delivery rate estimated to be 2 trucks per day.
26. Proposal does not include design fees, unless specifically listed, such as Engineering, Architectural or Landscape Architecture fees.

27. Proposal does not include Surveying, unless specifically listed, such as establishment of benchmarks, verification or surveying of existing grades and preparation of plans of grades, layout and offset staking, plat of survey or As Built surveying.
28. Proposal does not include additional costs, unless specifically listed, for permit application fees, business licensing fees, extra costs for additional insurance requirements above current policy, performance and payment bonding, permit and inspection fees, and cost for time and printing in preparation of submittal packages and correspondence during approval process with client or governmental entities.
29. Proposal does not include moving, purchase or installation of Furniture, Planters, Urns or other site furnishings unless specifically listed in the proposal.
30. Irrigation is not included in this bid. Watering of plant and turf material shall become the responsibility of the Owner upon completion of the contract.

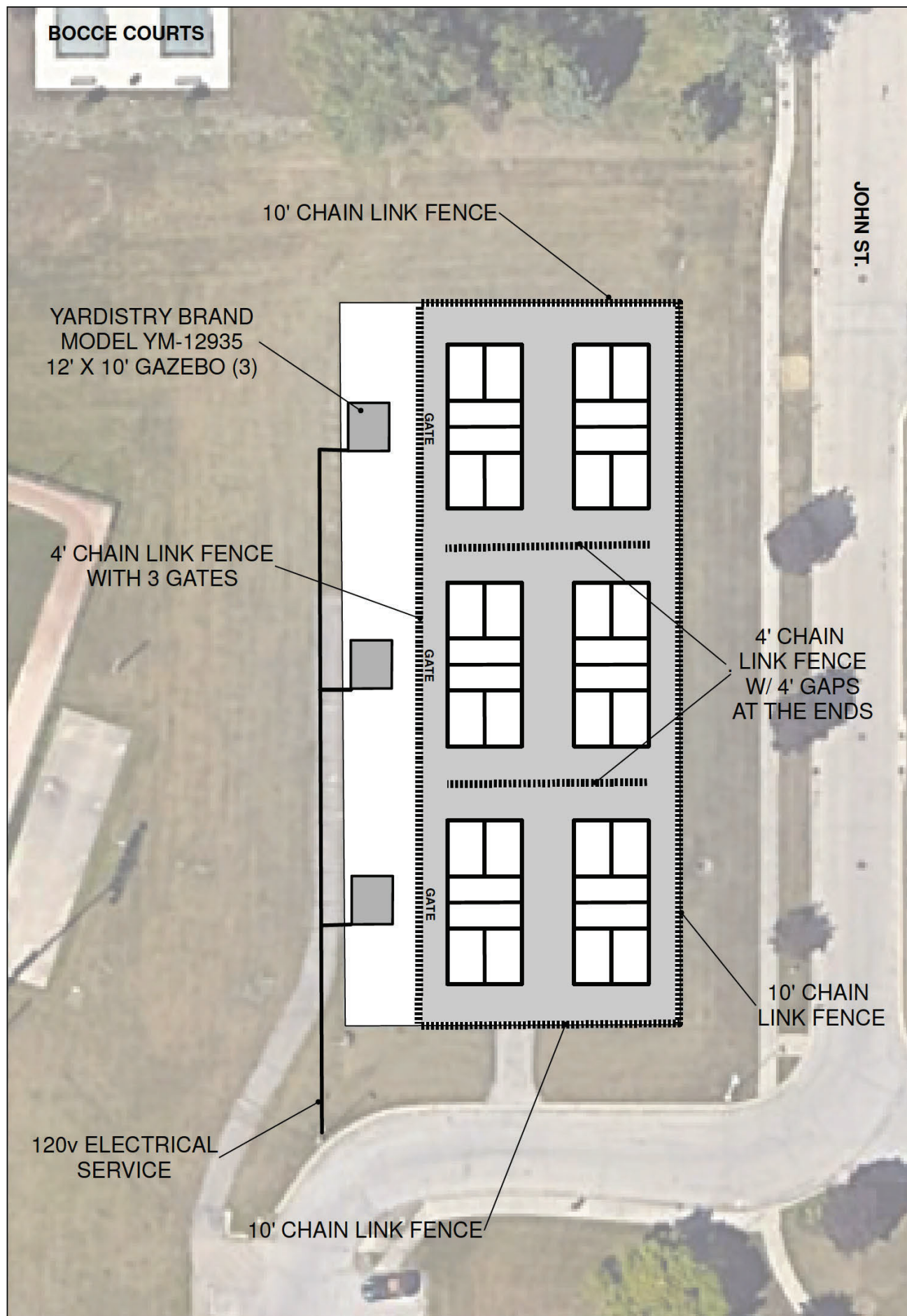
Clarifications:

1. This proposal shall be effective for thirty (30) days. We reserve the right to re-evaluate this proposal after that time.
2. This proposal is bid with plant material pricing and availability at time of quote.
3. This proposal assumes the use of labor and operators under the collective bargaining agreement with the International Union of Operating Engineers Local 150, AFL-CIO. Skilled and supervised personnel will perform all work.
4. Wages shall be Illinois Prevailing Wage rates.
5. Our proposal is based on actual take-off quantities.
6. Plant maintenance will continue only as long as Landworks Ltd. is actively working on site. After substantial job completion, responsibility for all maintenance will be assumed by the owner. Landworks Ltd. would like the opportunity to continue our relationship and present a full service landscape maintenance proposal for the owner's approval.
7. Plants installed by our crews will carry a one-year warranty from date of acceptance. The warranty is null and void if account is not paid in full or plants are not properly maintained. This guarantee does not include damage as a result from an act of God, drought or over-watering, vandalism, salt or animals and is void in the event purchaser fails to make payment within the terms of the agreement. Plants deemed not hardy or appropriate for the area by Landworks Ltd. shall be communicated with the client and not covered under warranty. Roses, Hydrangea macrophylla varieties, perennials, groundcovers, transplants and sod are not included in this guarantee. The warranty covers one replacement per plant only.
8. This proposal does not include any provisions for concealed underground obstructions, or for any sub-surface lines or utilities not normally located by J.U.L.I.E. and/or D.I.G.G.E.R. If such obstructions are encountered, the contract sum shall be equitably adjusted, most commonly through a T&M service call for repairs. Examples of common items that may be damaged and cost not covered for repairs are irrigation, low or high voltage electric for landscape lighting, private gas lines to outdoor kitchen or pool heater, invisible dog fencing.
9. If this project is delayed due to the Owner, Landworks Ltd. reserves the right to pursue reimbursement for maintaining plant material which has been purchased and held for this project, and plants installed prior to the stoppage of work.
10. In the absence of formal job specifications, this proposal is based on Landworks Ltd's standard techniques of construction and planting. We reserve the right for further review of the general conditions, contract documents, etc. Our proposal is based on this scope letter becoming part of the contract documents, and supersedes conditions given elsewhere.



Village of Bensenville

Proposed Pickleball Courts at Redmond Park



RESOLUTION NO. R-82-2025

**A Resolution Approving a Sales Agreement with Power Court for the Construction of
Pickleball Courts at Redmond Park in the Amount of \$269,784.00**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, the VILLAGE is empowered, under Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1, and Section 8-3-4 of the BENSENVILLE VILLAGE CODE to enter into contracts for public works and improvements without advertising for bids upon a vote of at least two-thirds of all Village Trustees holding office; and

WHEREAS, the Village has determined that it is desirable to install Pickleball Courts at Redmond Park; and

WHEREAS, because of special product and installation requirements for Pickleball Courts, VILLAGE staff has recommended that a contract therefore be entered without advertising for bids; and

WHEREAS, VILLAGE staff has further determined that Power Court can provide the appropriate products and installation required for the said Pickleball Courts at Redond Park, and recommends the VILLAGE'S entry into the Sales Agreement therefore with Power Court attached hereto as Exhibit A ("Sales Agreement"), which is incorporated herein by reference, for an amount not to exceed \$269,784.00; and

WHEREAS, the President and Board of Trustees of the VILLAGE have determined it appropriate, necessary, and convenient for the VILLAGE to enter into the Sales Agreement and that the entry into such complies with all applicable VILLAGE ordinances, regulations, and policies, and with all applicable law; and

WHEREAS, accordingly, it is necessary and appropriate that the President and Board of Trustees of the VILLAGE provide for and authorized the execution of the Sales Agreement,

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

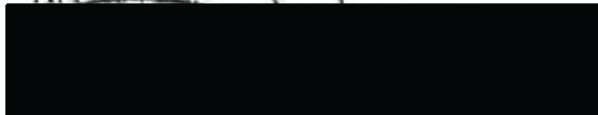
SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, a purchase order for the Proposal attached hereto and incorporated herein by reference as Exhibit A.

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 29th day of July, 2025.

APPROVED: 



Frank DeSimone, Village President

ATTEST: 

Nancy Quinn, Village Clerk

Ayes: Carmona, Franz, Frey, Lomax, Panicola, Perez

Nays: None

Absent: None



PROPOSAL July 3, 2025

SUBMITTED TO

Village of Bensenville-Public Works
717 E Jefferson St
Bensenville, IL 60106

JOB NAME OR LOCATION

Redmond Park-Pickleball court construction

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR

90' by 190' Pickleball court construction with 6 pickleball court areas and patio including:

Option #1 Coated Asphalt Pickleball Court

Demo and haul away existing 3" asphalt surface

Demo and haul away 2' high concrete curb surrounding existing paved area

Install 450 ton of additional stone to existing stone base in order to provide proper drainage pattern

Grade stone to 1 per cent pitch

All areas to have min 6" compacted CA-6 stone base

Grading to be done according to specification with laser system assistance

Pave with 1 1/2" binder course of asphalt rolled to compaction

Pave with 1 1/2" surface course of asphalt rolled to compaction

Install 326 lineal feet of 10' high vinyl coated full weight fencing using 8 gauge 1 3/4" wire, 3" terminal posts, and 2 1/2" line posts, 1 5/8" top and bottom rail, no gates. Fencing will surround the north south and East sides of the court

Install 190 lineal feet of 4' high vinyl coated full weight fencing using 8 gauge 1 3/4" wire, 2 1/2" terminal posts, and 2" line posts, 1 5/8" top and bottom rail, 3 gates. 4' high fencing will surround the west side of the court area between the patio area and the court area

All perimeter fencing is to be set 2-4 inches inside the edge of the pavement

Install two 4' high barrier fence sections each 60' long between the north, center and south sets of courts

Install 6 sets of Douglas Premier XS pickleball net poles in min. 42" deep concrete base

Install 6 regulation Pickleball nets with deluxe center strap

Install 2 coats of Plexipave acrylic resurfacer or comparable

Install 2 coats of Plexipave 100% acrylic color coat or comparable

Your choice of colors

Install regulation Pickleball lines for 6 courts

Includes a three year separated crack warranty

Total quote including all materials, sales tax, freight, and professional installation \$210,072

Alternate proposal with 4" of asphalt instead of 3" total (five year separated crack warranty) \$228,500

Option #2 Coated Asphalt over Concrete Pickleball Court

Demo and haul away existing 3" asphalt surface

Demo and haul away 2' high concrete curb surrounding existing paved area

Install 270 ton of additional stone to existing stone base in order to provide proper drainage pattern

Grade stone to 1 per cent pitch

All areas to have min 4" compacted CA-6 stone base

Grading to be done according to specification with laser system assistance

Install 4" concrete slab with 1/2" rebar throughout the slab 30" on center both ways

After proper concrete cure time, prime & pave with min 2" surface course of asphalt rolled to compaction

Install 326 lineal feet of 10' high vinyl coated full weight fencing using 8 gauge 1 3/4" wire, 3" terminal posts, and 2 1/2" line posts, 1 5/8" top and bottom rail, no gates. Fencing will surround the north south and East sides of the court

Install 190 lineal feet of 4' high vinyl coated full weight fencing using 8 gauge 1 3/4" wire, 2 1/2" terminal posts, and 2" line posts, 1 5/8" top and bottom rail, 3 gates. 4' high fencing will surround the west side of the court area between the patio area and the court area

All perimeter fencing is to be set 1-2 inches inside the edge of the pavement

Install two 4' high barrier fence sections each 60' long between the north, center and south sets of courts

Install 6 sets of Douglas Premier XS pickleball net poles in min. 42" deep concrete base

Install 6 regulation Pickleball nets with deluxe center strap
Install 2 coats of Plexipave acrylic resurfacer or comparable over entire area
Install 2 coats of Plexipave 100% acrylic color coat or comparable over entire area
Your choice of colors
Install regulation Pickleball lines for 6 courts
Includes a seven year separated crack warranty
Total quote including all materials, sales tax, freight, and professional installation \$266,534

Option

Add 326 lin ft of 1 5/8" center rail on all 10' high fencing ADD \$3250

Important Notes

Subject to terms and conditions below

No landscape repair is included unless specified

No retaining walls are included

Any lighting that is proposed does not include any electrical wiring or hookup

No building permit fees, engineering/surveying fees, soil testing fees or any associated costs are included

Installation of a drywell may be required by your municipality. That cost is not included.

Construction of a pickleball court will always require an adequate stable soil base in the location of the court. Poor, non-compactable, or overly wet soil conditions may require added work to give us a proper soil sub-base. Should this situation arise Power Court will provide you with options to allow us to build this court but there will be added cost.

Separated crack warranty will cover any crackfill necessary for min 1/4" separated cracks in the main court area for the duration of the warranty. Small cracks of the coating around net and fence posts will generally happen within 1 year and crackfill of these is not warranted or advised.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the amounts listed above.

Payment is to be made as follows: 30% deposit with signed contract, an additional 40% payment will be due upon completion of asphalt work, balance will be due upon substantial completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 60 days and is void thereafter at the option of the undersigned.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED

Title Village Manager

Date 7/29/25

Terms and Conditions

All work that Power Court will provide is itemized on this proposal form. Any work that is not itemized will not be included. If additional work is required for any reason during the course of design, engineering, obtaining permit approval, obtaining inspection approval or actual construction of this construction project, it is not the responsibility of Power Court to do that work or pay for that work. If additional work is required or requested of Power Court by the customer, we will handle that work at an appropriate and fair price. If Power Court is building onto any surface provided by the customer, we are not responsible if that surface is deficient as the base for our equipment.

Landscaping is not included in your estimate. We will leave excavated fill close to where you will need it, but backfilling the concrete, final grading of the area, and additional black dirt material will be required when we are done. This is your responsibility and would be typically handled by your landscaper. If you have substantial pitch in the work area, a retaining wall or drainage pipe may be required and is also not included. Some construction debris may be left in the site area when we are done including bits of concrete, framing nails, tile remnants, sod etc. Under no circumstances will we reduce your contract with us because of landscaping costs you did not anticipate.

Power Court - SuperSport Construction, Inc. - Phone 630-520-0878
734 Hickory Lane - West Chicago, IL 60185 - WeBuildSports.com

Excavated dirt, fill or sod will be left on site unless hauling is specified. In many cases, your landscaper will be able to use the remaining dirt or fill or can haul it away cheaper than we can. When hauling is specified, it is only an estimate. Hauling cost may change due to one of many reasons: location change, change in grade of the court by engineering or code, unavailable topographical information, obstructed site, or general difficulty in gauging the fill to be generated by the project. If additional hauling is required over the quoted estimate it will be charged with the final payment. During excavation or court renovation, if we find an area of bad soil or base that needs to be removed & replaced, we will charge for the work required.

Sprinkler work is not included. Sprinkler heads MUST be shutoff and marked one week prior to construction. If heads are not marked, we will do our best to find them, but additional sprinkler contractor expenses that result from heads that are not located are not our responsibility. Sprinkler pipe that we encounter will be removed only when necessary. We will cut pipe that we encounter and leave it protruding from the ground so that your sprinkler contractor can repair it. Failure to shut off the sprinkler system one week prior to construction will add to your landscape repair costs.

Re-routing underground drainage pipe is not included. This includes drains for your gutters or sump pump. Should we encounter any drainage pipe that requires removal, we will cut it and leave it protruding from the ground so it can be re-routed. If we are able to re-route the drainage pipe for you and you wish for us to do so, we will charge you time and materials for the added work. While we never plan to damage anything on your property, we are not responsible for any underground pipe that collapses due to our construction.

Some damage to your lawn may occur when trucks and equipment access the construction site. Sod repair or replacement may be required along the path where the site is accessed, even if we lay plywood down for our skid-steer and use a buggy to deliver the concrete. The damage level will vary depending on the weather, the amount of moisture in the ground, and the amount of access we have. We will attempt to keep damage to a minimum, but repair is your responsibility. This is a major construction job. If concrete and gravel are to be delivered by truck, expect them to do some damage. If they are driving over your driveway or sidewalk or any stone materials, some cracking may result. It will be up to you to have stone materials moved if you worry about cracking. Our equipment may also leave tire marks on the sidewalk or driveway we use to access the site. We will not reduce your contract with us due to equipment damage to landscaping, driveways or sidewalks. If you require us to power wash any areas after construction, we will be glad to do this at our normal hourly rate.

If access is limited, or you wish to minimize potential damage, you have the option to reduce the size equipment we bring into your yard for an additional charge. Our normal equipment requires a path to the site that is at least 12 feet wide plus room for turning when necessary. If you do not have this room, or if you simply wish to minimize your potential damage, you can choose to have us deliver gravel via skid-steer traveling on plywood laid over your lawn. You may also choose to have us use a buggy or pump to deliver concrete to the site. These options are available at additional cost.

If you ask us to take out a fence post or section to access the site, we are doing it as a service for you. We would always prefer that you have your fencing contractor handle both fence removal and reinstallation. Fencing damage may occur when removing posts or sections, particularly on older fences. This may require you to have some fence repair done after construction. We are not responsible for paying for any such fence repair.

We do not handle the electrical hookup of lights or any electrical components we may install or provide, nor do we obtain permits for these items. We will install and build the equipment that requires hookup including any concrete work required but you are responsible for obtaining permits and having a local electrician run power to it.

It is your obligation to check the location of your installation after string lines are set on the day we start work. This is very important. Once concrete is poured or fence posts set, we will not change the location. If you absolutely cannot be on site to check the location as construction starts, we will make our best effort to build it where you have requested, but we are not responsible if it is built in the wrong spot.

During construction, your installation may become dirty if your family/friends track mud/dirt from the area surrounding the installation. We recommend that, until you landscape, you create a walkway with cardboard/plywood so this does not happen. If you ask us to clean your court, the cost of this service will be chargeable to you at final payment.

No concrete pad is perfect. The surface of the concrete will be flat to within 1/2" of tolerance (within 10 ft.) and the edges will be straight to within 1 1/2" of tolerance or we will repair it by using patching material, saw-cutting, or replacing a section. Actual length and width may vary by up to 6" of that listed on the proposal. The diagonal measurements of the concrete pad will be within 3" or we will repair it. Hairline cracks may occur immediately and are of no consequence to the performance of your court. We use steel reinforcement in the concrete. Some settling will occur over time and should be expected. Painted basketball and full court tennis lines will be within 4" of exact measurement unless the lines are scaled down or non-regulation lines. This is commonly done on courts too small for regulation lines. Volleyball lines will be within 5". There is typically some exposed concrete or asphalt along the edges of every court. This can vary in width up to 2 inches. If your court includes Mateflex surface, we agree to attach your surface to the concrete at some point within 12 mo. of construction. Since this work can only be done in proper weather conditions and we do not charge for this service, customer agrees to allow us the flexibility to provide this service at a later date and not withhold money for this service. Painted lines also require proper weather. When line paint cannot occur, we will require final payment less the cost of the line paint.

Powder coated steel fencing materials and other steel equipment will generally have some scratches or chips in the coating. This happens during shipping/handling and is impossible to avoid. We will touch up spots you point out to us with spray paint. Basketball hoops will always have some movement during play. This is not due to improper installation.

All asphalt based tennis or pickleball courts will begin to deteriorate within the first year after construction. Net poles and fence posts set in concrete but surrounded by asphalt will generally start to heave over the first winter and each year thereafter may get worse. The coating system will generally crack around net poles and fence posts within one year as well. Net poles under constant pressure of the net cable may tilt toward the middle of the court over time as well. This deterioration is the very nature of an asphalt based tennis court, is caused by natural outdoor elements (freeze/thaw) and unstable sub soil conditions and as such is not covered by any performance or material and workmanship warranty. Since all midwestern US tennis courts have this problem and it is not due to any material or workmanship deficiency but rather by natural causes these items cannot be considered defects. Our separated crack warranty will cover only cracks that are located in the main court area and are separated at least 1/4". These cracks will be filled once each year during the warranted period per our warranty. We always recommend soil testing whenever you build a new asphalt based tennis or pickleball court OR when you contract with us to remove your old asphalt and replace it with new asphalt. Soil testing will confirm whether the soil under your new or renovated tennis court is stable enough for the construction you are asking us to perform. If we remove old asphalt from your court and find a soil base that is inadequate, soil stabilization work may be required in order to allow us to complete the contracted work. You will be responsible for having this work done by a proper soil stabilization company. We will be glad to help if this happens but the cost will be your responsibility.

Building permit fees, engineering/surveying costs and all associated costs are additional. If we are the primary contractor on site we will offer to handle the permit approval process for you, but all fees are payable by the customer along with any bonds required to be posted. **Some permits may require an additional survey, topol, site-engineering plan, tree protection plan, wetland report, or special use/variance approval.** While some villages do not require them, these will be your costs, if required. The responsibility for adhering to the code is ultimately yours since you own the property. We recommend that you take the time to become familiar with the code as it affects this installation. We will typically arrange any pre-pour inspections that are required but arrangement of final inspection is your responsibility since landscaping typically must be done prior to final inspection. We will be glad to make the call for you but it is your responsibility to let us know when you are ready for the final inspection. Customer hereby agrees that final payment to Power Court cannot be withheld while waiting for final inspection.

**Power Court - SuperSport Construction, Inc. - Phone 630-520-0878
734 Hickory Lane - West Chicago, IL 60185 - WeBuildSports.com**

If any final inspection requires changes be made that are the fault of Power Court, we will repair in a timely manner. Equipment or materials you may purchase that are installed without building permits are not refundable. We will always require a building permit if we are aware that the municipality you reside in requires it. If during the permit and engineering process, changes are required that add additional cost to construction, it will be payable by the customer. Examples might be concrete specifications that are above normal specifications, weight restrictions on roads, engineering specifications requiring more excavation, hauling, storm water detention or management requirements, etc.

Final Payment is required within 72 hours of the day your facility is available for play. This is called substantial completion. Please insure that you will make the appropriate arrangements to have final payment to us within this time. We will be happy to come to you and pickup your final payment. If you know you will be out of town, we will require that you make the necessary arrangements. Power Court will be allowed to collect progress payments at any time they feel it is necessary. Customer agrees that he/she will never withhold payment for more than the value of services or materials yet to be provided (such as backordered/delayed materials), nor will he/she withhold payment while waiting for any of the following: final inspection approval, landscape repair, backordered parts not yet delivered, final survey required by village or city, resolution of an insurance or damage claim against us. All deposits are non-refundable unless building codes do not permit construction of this facility under any condition. Homeowners Association approvals (if required) are the responsibility of the customer. Customer agrees to take whatever steps are necessary to obtain this approval. Delays can happen for a variety of reasons that are outside of our control. Your contract with us will not be reduced as a result of delays that may occur. Any construction schedules we quote are estimates only. If a hard completion date is specified in writing, damages for late completion will be limited to 1% of deposit held per week of delay. Failure to return our phone calls in a timely manner or avoid payment once we have completed your installation will require that we file a mechanics lien against your property to protect our rights as a creditor. Payments more than 14 days late will incur interest at a rate of 2% per month along with an initial penalty charge of 2% of the outstanding balance.

Venue, Jurisdiction, Fees, and Merger Clause. This contract is to be interpreted pursuant to, and in accordance with, the laws of the State of Illinois. Venue and jurisdiction for any claim, controversy, or lawsuit arising from interpretation or enforcement of this contract shall vest in the Circuit Court for the 18th Judicial Circuit, DuPage County. In the event Power Court is required to bring litigation to enforce any of the terms of this contract, Power Court shall be entitled to recover all attorneys fees and court costs incurred in the event it prevails therein. This contract represents the entire agreement between the parties and may be modified hereafter only by an express written instrument signed by both parties.

POWER COURT - 630-682-5500 – 734 Hickory Lane – West Chicago, IL 60185



PROPOSAL July 3, 2025

SUBMITTED TO

Village of Bensenville-Public Works
717 E Jefferson St
Bensenville, IL 60106

JOB NAME OR LOCATION

Redmond Park-Pickleball court construction

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR

90' by 190' Pickleball court construction with 6 pickleball court areas and patio including:

Option #1 Coated Asphalt Pickleball Court

Demo and haul away existing 3" asphalt surface

Demo and haul away 2' high concrete curb surrounding existing paved area

Install 450 ton of additional stone to existing stone base in order to provide proper drainage pattern

Grade stone to 1 per cent pitch

All areas to have min 6" compacted CA-6 stone base

Grading to be done according to specification with laser system assistance

Pave with 1 1/2" binder course of asphalt rolled to compaction

Pave with 1 1/2" surface course of asphalt rolled to compaction

Install 326 lineal feet of 10' high vinyl coated full weight fencing using 8 gauge 1 3/4" wire, 3" terminal posts, and 2 1/2" line posts, 1 5/8" top and bottom rail, no gates. Fencing will surround the north south and East sides of the court

Install 190 lineal feet of 4' high vinyl coated full weight fencing using 8 gauge 1 3/4" wire, 2 1/2" terminal posts, and 2" line posts, 1 5/8" top and bottom rail, 3 gates. 4' high fencing will surround the west side of the court area between the patio area and the court area

All perimeter fencing is to be set 2-4 inches inside the edge of the pavement

Install two 4' high barrier fence sections each 60' long between the north, center and south sets of courts

Install 6 sets of Douglas Premier XS pickleball net poles in min. 42" deep concrete base

Install 6 regulation Pickleball nets with deluxe center strap

Install 2 coats of Plexipave acrylic resurfacer or comparable

Install 2 coats of Plexipave 100% acrylic color coat or comparable

Your choice of colors

Install regulation Pickleball lines for 6 courts

Includes a three year separated crack warranty

Total quote including all materials, sales tax, freight, and professional installation \$210,072

Alternate proposal with 4" of asphalt instead of 3" total (five year separated crack warranty) \$228,500

Option #2 Coated Asphalt over Concrete Pickleball Court

Demo and haul away existing 3" asphalt surface

Demo and haul away 2' high concrete curb surrounding existing paved area

Install 270 ton of additional stone to existing stone base in order to provide proper drainage pattern

Grade stone to 1 per cent pitch

All areas to have min 4" compacted CA-6 stone base

Grading to be done according to specification with laser system assistance

Install 4" concrete slab with 1/2" rebar throughout the slab 30" on center both ways

After proper concrete cure time, prime & pave with min 2" surface course of asphalt rolled to compaction

Install 326 lineal feet of 10' high vinyl coated full weight fencing using 8 gauge 1 3/4" wire, 3" terminal posts, and 2 1/2" line posts, 1 5/8" top and bottom rail, no gates. Fencing will surround the north south and East sides of the court

Install 190 lineal feet of 4' high vinyl coated full weight fencing using 8 gauge 1 3/4" wire, 2 1/2" terminal posts, and 2" line posts, 1 5/8" top and bottom rail, 3 gates. 4' high fencing will surround the west side of the court area between the patio area and the court area

All perimeter fencing is to be set 1-2 inches inside the edge of the pavement

Install two 4' high barrier fence sections each 60' long between the north, center and south sets of courts

Install 6 sets of Douglas Premier XS pickleball net poles in min. 42" deep concrete base

Install 6 regulation Pickleball nets with deluxe center strap
Install 2 coats of Plexipave acrylic resurfacer or comparable over entire area
Install 2 coats of Plexipave 100% acrylic color coat or comparable over entire area
Your choice of colors
Install regulation Pickleball lines for 6 courts
Includes a seven year separated crack warranty
Total quote including all materials, sales tax, freight, and professional installation \$266,534

Option

Add 326 lin ft of 1 5/8" center rail on all 10' high fencing ADD \$3250

Important Notes

Subject to terms and conditions below

No landscape repair is included unless specified

No retaining walls are included

Any lighting that is proposed does not include any electrical wiring or hookup

No building permit fees, engineering/surveying fees, soil testing fees or any associated costs are included

Installation of a drywell may be required by your municipality. That cost is not included.

Construction of a pickleball court will always require an adequate stable soil base in the location of the court. Poor, non-compactable, or overly wet soil conditions may require added work to give us a proper soil sub-base. Should this situation arise Power Court will provide you with options to allow us to build this court but there will be added cost.

Separated crack warranty will cover any crackfill necessary for min 1/4" separated cracks in the main court area for the duration of the warranty. Small cracks of the coating around net and fence posts will generally happen within 1 year and crackfill of these is not warranted or advised.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the amounts listed above.

Payment is to be made as follows: 30% deposit with signed contract, an additional 40% payment will be due upon completion of asphalt work, balance will be due upon substantial completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 60 days and is void thereafter at the option of the undersigned.

Authorized Signature_____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED

By _____ Title _____ Date _____

Terms and Conditions

All work that Power Court will provide is itemized on this proposal form. Any work that is not itemized will not be included. If additional work is required for any reason during the course of design, engineering, obtaining permit approval, obtaining inspection approval or actual construction of this construction project, it is not the responsibility of Power Court to do that work or pay for that work. If additional work is required or requested of Power Court by the customer, we will handle that work at an appropriate and fair price. If Power Court is building onto any surface provided by the customer, we are not responsible if that surface is deficient as the base for our equipment.

Landscaping is not included in your estimate. We will leave excavated fill close to where you will need it, but backfilling the concrete, final grading of the area, and additional black dirt material will be required when we are done. This is your responsibility and would be typically handled by your landscaper. If you have substantial pitch in the work area, a retaining wall or drainage pipe may be required and is also not included. Some construction debris may be left in the site area when we are done including bits of concrete, framing nails, tile remnants, sod etc. Under no circumstances will we reduce your contract with us because of landscaping costs you did not anticipate.

Power Court - SuperSport Construction, Inc. – Phone 630-520-0878
734 Hickory Lane – West Chicago, IL 60185 - WeBuildSports.com

Excavated dirt, fill or sod will be left on site unless hauling is specified. In many cases, your landscaper will be able to use the remaining dirt or fill or can haul it away cheaper than we can. When hauling is specified, it is only an estimate. Hauling cost may change due to one of many reasons: location change, change in grade of the court by engineering or code, unavailable topographical information, obstructed site, or general difficulty in gauging the fill to be generated by the project. If additional hauling is required over the quoted estimate it will be charged with the final payment. During excavation or court renovation, if we find an area of bad soil or base that needs to be removed & replaced, we will charge for the work required.

Sprinkler work is not included. Sprinkler heads MUST be shutoff and marked one week prior to construction. If heads are not marked, we will do our best to find them, but additional sprinkler contractor expenses that result from heads that are not located are not our responsibility. Sprinkler pipe that we encounter will be removed only when necessary. We will cut pipe that we encounter and leave it protruding from the ground so that your sprinkler contractor can repair it. Failure to shut off the sprinkler system one week prior to construction will add to your landscape repair costs.

Re-routing underground drainage pipe is not included. This includes drains for your gutters or sump pump. Should we encounter any drainage pipe that requires removal, we will cut it and leave it protruding from the ground so it can be re-routed. If we are able to re-route the drainage pipe for you and you wish for us to do so, we will charge you time and materials for the added work. While we never plan to damage anything on your property, we are not responsible for any underground pipe that collapses due to our construction.

Some damage to your lawn may occur when trucks and equipment access the construction site. Sod repair or replacement may be required along the path where the site is accessed, even if we lay plywood down for our skid-steer and use a buggy to deliver the concrete. The damage level will vary depending on the weather, the amount of moisture in the ground, and the amount of access we have. We will attempt to keep damage to a minimum, but repair is your responsibility. This is a major construction job. If concrete and gravel are to be delivered by truck, expect them to do some damage. If they are driving over your driveway or sidewalk or any stone materials, some cracking may result. It will be up to you to have stone materials moved if you worry about cracking. Our equipment may also leave tire marks on the sidewalk or driveway we use to access the site. We will not reduce your contract with us due to equipment damage to landscaping, driveways or sidewalks. If you require us to power wash any areas after construction, we will be glad to do this at our normal hourly rate.

If access is limited, or you wish to minimize potential damage, you have the option to reduce the size equipment we bring into your yard for an additional charge. Our normal equipment requires a path to the site that is at least 12 feet wide plus room for turning when necessary. If you do not have this room, or if you simply wish to minimize your potential damage, you can choose to have us deliver gravel via skid-steer traveling on plywood laid over your lawn. You may also choose to have us use a buggy or pump to deliver concrete to the site. These options are available at additional cost.

If you ask us to take out a fence post or section to access the site, we are doing it as a service for you. We would always prefer that you have your fencing contractor handle both fence removal and reinstallation. Fencing damage may occur when removing posts or sections, particularly on older fences. This may require you to have some fence repair done after construction. We are not responsible for paying for any such fence repair.

We do not handle the electrical hookup of lights or any electrical components we may install or provide, nor do we obtain permits for these items. We will install and build the equipment that requires hookup including any concrete work required but you are responsible for obtaining permits and having a local electrician run power to it.

It is your obligation to check the location of your installation after string lines are set on the day we start work. This is very important. Once concrete is poured or fence posts set, we will not change the location. If you absolutely cannot be on site to check the location as construction starts, we will make our best effort to build it where you have requested, but we are not responsible if it is built in the wrong spot.

During construction, your installation may become dirty if your family/friends track mud/dirt from the area surrounding the installation. We recommend that, until you landscape, you create a walkway with cardboard/plywood so this does not happen. If you ask us to clean your court, the cost of this service will be chargeable to you at final payment.

No concrete pad is perfect. The surface of the concrete will be flat to within 1/2" of tolerance (within 10 ft.) and the edges will be straight to within 1 1/2" of tolerance or we will repair it by using patching material, saw-cutting, or replacing a section. Actual length and width may vary by up to 6" of that listed on the proposal. The diagonal measurements of the concrete pad will be within 3" or we will repair it. Hairline cracks may occur immediately and are of no consequence to the performance of your court. We use steel reinforcement in the concrete. Some settling will occur over time and should be expected. Painted basketball and full court tennis lines will be within 4" of exact measurement unless the lines are scaled down or non-regulation lines. This is commonly done on courts too small for regulation lines. Volleyball lines will be within 5". There is typically some exposed concrete or asphalt along the edges of every court. This can vary in width up to 2 inches. If your court includes Mateflex surface, we agree to attach your surface to the concrete at some point within 12 mo. of construction. Since this work can only be done in proper weather conditions and we do not charge for this service, customer agrees to allow us the flexibility to provide this service at a later date and not withhold money for this service. Painted lines also require proper weather. When line paint cannot occur, we will require final payment less the cost of the line paint.

Powder coated steel fencing materials and other steel equipment will generally have some scratches or chips in the coating. This happens during shipping/handling and is impossible to avoid. We will touch up spots you point out to us with spray paint. Basketball hoops will always have some movement during play. This is not due to improper installation.

All asphalt based tennis or pickleball courts will begin to deteriorate within the first year after construction. Net poles and fence posts set in concrete but surrounded by asphalt will generally start to heave over the first winter and each year thereafter may get worse. The coating system will generally crack around net poles and fence posts within one year as well. Net poles under constant pressure of the net cable may tilt toward the middle of the court over time as well. This deterioration is the very nature of an asphalt based tennis court, is caused by natural outdoor elements (freeze/thaw) and unstable sub soil conditions and as such is not covered by any performance or material and workmanship warranty. Since all midwestern US tennis courts have this problem and it is not due to any material or workmanship deficiency but rather by natural causes these items cannot be considered defects. Our separated crack warranty will cover only cracks that are located in the main court area and are separated at least 1/4". These cracks will be filled once each year during the warranted period per our warranty. We always recommend soil testing whenever you build a new asphalt based tennis or pickleball court OR when you contract with us to remove your old asphalt and replace it with new asphalt. Soil testing will confirm whether the soil under your new or renovated tennis court is stable enough for the construction you are asking us to perform. If we remove old asphalt from your court and find a soil base that is inadequate, soil stabilization work may be required in order to allow us to complete the contracted work. You will be responsible for having this work done by a proper soil stabilization company. We will be glad to help if this happens but the cost will be your responsibility.

Building permit fees, engineering/surveying costs and all associated costs are additional. If we are the primary contractor on site we will offer to handle the permit approval process for you, but all fees are payable by the customer along with any bonds required to be posted. **Some permits may require an additional survey, topol, site-engineering plan, tree protection plan, wetland report, or special use/variance approval.** While some villages do not require them, these will be your costs, if required. The responsibility for adhering to the code is ultimately yours since you own the property. We recommend that you take the time to become familiar with the code as it affects this installation. We will typically arrange any pre-pour inspections that are required but arrangement of final inspection is your responsibility since landscaping typically must be done prior to final inspection. We will be glad to make the call for you but it is your responsibility to let us know when you are ready for the final inspection. Customer hereby agrees that final payment to Power Court cannot be withheld while waiting for final inspection.

Power Court - SuperSport Construction, Inc. – Phone 630-520-0878
734 Hickory Lane – West Chicago, IL 60185 - WeBuildSports.com

If any final inspection requires changes be made that are the fault of Power Court, we will repair in a timely manner. Equipment or materials you may purchase that are installed without building permits are not refundable. We will always require a building permit if we are aware that the municipality you reside in requires it. If during the permit and engineering process, changes are required that add additional cost to construction, it will be payable by the customer. Examples might be concrete specifications that are above normal specifications, weight restrictions on roads, engineering specifications requiring more excavation, hauling, storm water detention or management requirements, etc.

Final Payment is required within 72 hours of the day your facility is available for play. This is called substantial completion. Please insure that you will make the appropriate arrangements to have final payment to us within this time. We will be happy to come to you and pickup your final payment. If you know you will be out of town, we will require that you make the necessary arrangements. Power Court will be allowed to collect progress payments at any time they feel it is necessary. Customer agrees that he/she will never withhold payment for more than the value of services or materials yet to be provided (such as backordered/delayed materials), nor will he/she withhold payment while waiting for any of the following: final inspection approval, landscape repair, backordered parts not yet delivered, final survey required by village or city, resolution of an insurance or damage claim against us. All deposits are non-refundable unless building codes do not permit construction of this facility under any condition. Homeowners Association approvals (if required) are the responsibility of the customer. Customer agrees to take whatever steps are necessary to obtain this approval. Delays can happen for a variety of reasons that are outside of our control. Your contract with us will not be reduced as a result of delays that may occur. Any construction schedules we quote are estimates only. If a hard completion date is specified in writing, damages for late completion will be limited to 1% of deposit held per week of delay. Failure to return our phone calls in a timely manner or avoid payment once we have completed your installation will require that we file a mechanics lien against your property to protect our rights as a creditor. Payments more than 14 days late will incur interest at a rate of 2% per month along with an initial penalty charge of 2% of the outstanding balance.

Venue, Jurisdiction, Fees, and Merger Clause. This contract is to be interpreted pursuant to, and in accordance with, the laws of the State of Illinois. Venue and jurisdiction for any claim, controversy, or lawsuit arising from interpretation or enforcement of this contract shall vest in the Circuit Court for the 18th Judicial Circuit, DuPage County. In the event Power Court is required to bring litigation to enforce any of the terms of this contract, Power Court shall be entitled to recover all attorneys fees and court costs incurred in the event it prevails therein. This contract represents the entire agreement between the parties and may be modified hereafter only by an express written instrument signed by both parties.

POWER COURT - 630-682-5500 – 734 Hickory Lane – West Chicago, IL 60185



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Redmond Park Pickleball Courts
COMPANY NAME:	POWER COURT
CONTACT PERSON:	DAVID VANDER VEEN
CONTACT EMAIL:	DAVE@POWERCOURTCHICAGO.COM

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

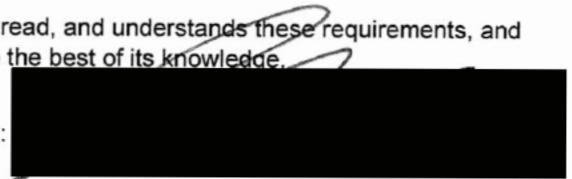
Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name:

DAVID VANDERVEEN

Signature:



Title:

PRESIDENT

Date:

9/18/25