



Project

Williamson SW County Regional Park Resurfacing

Hellas Job

20240108

Closeout Documents

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HELLAS
12000 W. PARMER LN.
AUSTIN, TX 78613



AFFIDAVIT OF NON-ASBESTOS, LEAD, AND PCB USE IN PROJECT

Project Name: Williamson Park Resurfacing

The undersigned does affirm and certify that "to the best of their knowledge and belief asbestos, lead and PCB containing materials have not been used or incorporated into the Work and lead or lead bearing materials have not been incorporated into potable water systems", including, but not limited to those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibs, as applicable to the project, and that lead sheet lashing used in through roof plumbing penetration application is the only lead on the project, in addition to trace amounts of lead found in crumb rubber infill used in synthetic turf applications, when applicable.

Hellas

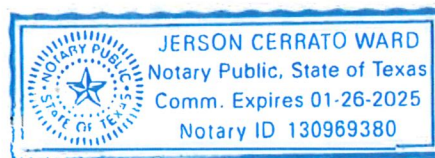
State of Texas
County of

Sworn to and subscribed before me on this 11 day of April, 2024.

Notary Public

My commission expires

1/26/25





WARRANTY

Williamson Park Resurfacing

INSTALLED AT

3005 County Road 175
Leander, TX 78641

OWNER

Williamson County

IMPORTANT: PLEASE SIGN AND RETURN ONE COPY OF THIS WARRANTY TO THE ADDRESS BELOW IN ORDER FOR US TO REGISTER YOUR TRACK / TENNIS WARRANTY IN OUR SYSTEM.

FAILURE TO DO THIS MAY RESULT IN DELAYS OR DENIAL IN CASE OF A CLAIM !

HELLAS
12000 West Parmer Lane
Cedar Park, Texas 78613
Office: 512-250-2910
FAX: 512-250-1960

WARRANTOR: Hellas
12000 West Parmer Lane
Cedar Park, TX 78613

OWNER: Williamson County

PROJECT: Williamson SW County Regional Park Resurfacing

Installed at
3005 County Road 175
Leander, TX 78641

WARRANTY: HELLAS warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, and that the Surface was installed in accordance with the drawings, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of 12 months and the colored surface will not wear through for a period of twelve months from the effective Date as defined below.

RESPONSE FOR WARRANTY REPAIRS: HELLAS agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after HELLAS carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by HELLAS within thirty calendar days from HELLAS's receipt of Owner's written notice requesting such repairs, or within such other time in excess of thirty calendar days as Owner and HELLAS may mutually agree in writing.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications which were not provided by HELLAS; (b) an inadequate or defective pre-existing base or surface under the Surface covered by this Warranty; (c) the inherent characteristics of the earth or surface upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) excessive static or dynamic loads; (g) use of improper cleaning methods; or (h) Owner's failure to care for and maintain the Surface in accordance with HELLAS's written instructions. HELLAS does not warrant or guarantee the accuracy or sufficiency of any drawings, plans or specifications not prepared by HELLAS, and which were used in connection with installing the Surface. This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without HELLAS's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON HELLAS' PART. HELLAS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY.

HELLAS'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. HELLAS'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

HELLAS neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, installation, or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with HELLAS's contract for the Surface and shall not be enforceable against any such party. Labor and materials needed for any repair work not covered by this Warranty will be billed to Owner at HELLAS' regular hourly rates and materials charges.

OBLIGATIONS OF PURCHASER/CONDITIONS COVERAGE: The above warranties and HELLAS, obligations hereunder are expressly conditioned upon:

- HELLAS must be in receipt of payment in full of the purchase price.
- Upon discovery of the need for repair to the Tennis Surface, Purchaser is required to promptly inform HELLAS of such a need, and only HELLAS may perform such repair. Repairs carried out by any entity other than HELLAS shall void this warranty. Repairs of the product(s) found to be defective within the one-year warranty period shall be covered by HELLAS per contract documents.
- The purchasers maintenance and caring for the Surface in accordance with HELLAS, instructions and recommendations, including the care and maintenance of the Surface, the retention of the Surface, and/or accessories at the original place of installation.

This warranty is non-transferable and is extended only to the original purchaser.

WARRANTY DISCLAIMER ON PRE-EXISTING BASE AND UNDERLYING SURFACE COATING: All pre-existing base and surface coating (if any) upon which the new HELLAS Surface has been installed is specifically excluded from any coverage under this Warranty. HELLAS' previous acceptance of any such pre-existing base or surface coating for installation of the Surface shall not be deemed to constitute a warranty or other guaranty thereof. Depressions ("bird baths") in any pre-existing base or surface coating have been patched by HELLAS only as specified in the written plans and specifications for the Surface. Owner acknowledges and agrees that HELLAS does not guarantee that water will not collect or "pond" on the Surface after it is installed on the pre-existing base or surface coating. Owner further acknowledges and agrees that any damage caused to the Surface by (a) any pre-existing base or surface coating and (b) any cracks which are now in or which may develop hereafter in the pre-existing base or surface coating are specifically excluded from any coverage under this Warranty.

MAINTENANCE INSTRUCTIONS: HELLAS has supplied Owner with a copy of the written Instructions containing directions for the care and maintenance of the Surface. Owner acknowledges receipt of said Instructions and agrees to comply with and carry out the directions contained in it as a condition of this Warranty. The terms of the Instructions are incorporated in this Warranty by reference.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: Contract Administrator, (Track/Tennis), HELLAS, 12000 West Parmer Lane, Cedar Park, TX 78613.

INSPECTION AND TESTS: HELLAS shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as HELLAS in its discretion may deem advisable. Owner shall promptly furnish HELLAS with a copy of all written reports of any tests performed by Owner or on Owner's behalf. HELLAS shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that HELLAS shall pay for the costs of all tests and analyses conducted or directed by HELLAS's representatives.

EFFECTIVE DATE: The Effective Date of this Warranty is - 4/11/2024

GOVERNING LAW: This Warranty shall be governed by and interpreted in accordance with the laws of the State of Texas.

Williamson County

Valerie Covey

By: _____

Title: Presiding Officer

Date: 5/7/2024

HELLAS

By: _____

Title: C.C.O.

Date: 4/11/2024

Attachment: Instructions for Care and Maintenance of
Your HELLAS Tennis Court Surface



Court Surface Care and Maintenance

To maximize the useful life of your Hellas court, regular inspection, maintenance, and record keeping is recommended. The level of required maintenance will vary depending on the geographic location, the frequency of use, player conduct and if the court is used for other purposes.

Over time courts will eventually need some repair. However, with a well-developed maintenance plan, performed at timely intervals with maintenance and inspection records of court conditions, and quickly repairing minor irregularities will be more cost effective in the long run. Addressing concerns promptly will assist in preventing premature deterioration that could lead to major repair or possible reconstruction.

Regular Maintenance

To enjoy your court for longer, the following preventative measures should be followed:

1. Tennis Only Activities

- a. No skateboards, rollerblades, roller skates, bicycles, etc on the court surface.

2. Proper Footwear

- a. White soled or non-marking shoes only. Black-soled can leave streaks or marks on the court surface.

3. Regular Maintenance

- a. Hellas recommends occasional sweeping with a soft brush as stiff brooms can damage the surface. Monthly power blowing and washing of the courts is also recommended to remove dirt and dust from the surface of the court.
- b. Use care when using any pressure-type cleaning equipment since excessive pressure may damage court surfaces, windscreens or curtains. Do not use high pressure-zero-degree nozzles. Do not use unapproved or harsh cleaning agents. Use water only or water with a small amount of liquid mild detergent for stained areas. Note: If it rains frequently and the courts drain quickly, extra cleaning may not be necessary.
- c. Remove debris immediately and spot-clean spills as soon as they occur to avoid stains, tripping hazards, and damage to the surface.
- d. Stains or bleaching can come from tree sap, twigs, grass, dead insects, bird droppings, food, and beverages. Prevention is key to avoiding hardened stains or severe bleaching which cannot be corrected easily and re-coating the entire court may be necessary.
 - i. Prohibit food and beverages (except water) in the court area.
 - ii. Prohibit smoking on the court.
 - iii. Prohibit glass bottles, cups, or other breakable containers.
 - iv. Prohibit chairs, benches, heavy objects, or other equipment.
 - v. Keep trash in waste baskets.
 - vi. Trees overhanging courts should be addressed quickly.
- e. Mold & Mildew - If shaded areas appear to have mold, mildew or algae, a rotary pressure washer on low psi should remove them. Note: Clean acrylic surfaces do not support the growth of fungus.

4. Wet Spots

- a. Standing water can cause bubbling and premature delamination of the color system. Any areas that hold puddles after rain or after washing should be removed with soft brush, squeegee, or foam sponge.
- b. Snow, mud, or dirt that is tracked into the court can cause marks and stains. Spot-clean as soon as it occurs.
- c. Do not allow play when the surface is wet.

5. Inspections & Repairs

- a. Inspect court pre-season and post-season for wear, damage, or vandalism on equipment or surfaces.
- b. Normal wearing and fading of color coatings may be expected and generally occur behind the baseline and around the net.
- c. Chipping around the footings, net posts, center strap anchor, fence or light poles can occur due to the normal expansion and contraction of the concrete and asphalt court depending on geographical location.
- d. Notate bubbles, peeling, flaking and other surface wear. Small wear can be repaired with patching. Racquets may also cause divots on asphalt surfaces.
- e. Notate size of cracks. Asphalt courts will eventually have cracks, and even with repair, may reappear. Some cracks are typical signs of normal wear however, some may suggest more serious issues. Weeds can accelerate the expansion of cracks; therefore, the use of approved herbicide can prevent growth.
- f. Surface crack repairs should only be used by approved crack-repair materials that are designed for tennis court surfaces. Unapproved materials can damage the surface and affect future adhesion of tennis surfacing systems when recoating may be required.

Winterizing

- o Crack Repair - In colder climates, cracks should be repaired before winter arrives to avoid water settling into the crack, freezing, and enlarging the crack further.
- o Court Cleanliness - Debris on the court should be swept and cleaned before closing the courts for winter and periodically throughout the winter season, to prevent and minimize staining and bleaching.
- o If snow must be removed, do so carefully and with a plastic shovel or soft bristle broom. Shoveling can damage the coating and isn't usually necessary. In fact, fallen snow that is left on the court can protect it.
- o If there is ice on the surface, wait for it to melt naturally. Do not apply salt or try to chip off the ice.

Maintenance of Indoor Tennis Surfaces

- o Due to the humidity and temperature of indoor acrylic courts, food and water spills can cause mold or fungus which can be prevented by cleaning promptly and regularly.
- o Courts can also be swept with a soft bristle brush or wet/dry vacuum daily to prevent the accumulation of dust and dirt. Hellas also recommends washing or vacuuming monthly for further care.

COURT MAINTENANCE TABLE		
	Annually	As Needed
Court Surfaces		
Acrylic - Outdoor	Wash, clean & check for cracks, birdbaths, repair as needed.	Clean off spills and other contaminants. Clean after heavy rain.
Acrylic - Indoor	Wash, clean and fill cracks, or surface tears.	Clean off spills and other contaminants.
Court Accessories		
Nets	Install net, adjust height and tension.	Clean headband, net, and center strap.
Net Posts	Clean out sleeves if removed. Paint as needed. Install posts & lubricate mechanisms and sleeves.	Check for cracking and repair around net posts.
Fencing	Check that the frame is secure and free from hazards. Check gate swings, lubricate.	Inspect frame, hardware, and footings. Repair as required or replace damaged elements.
Windscreens	Inspect windscreen for damage.	Replace damaged panels.
Related Facility Concerns		
Drainage	Check systems, clear structures, and pipes.	Clear drains and repair damaged structures or pipes.
Landscaping	Prune back overgrowth and roots under courts.	Prune as required.

RECOMMENDED MAINTENANCE SCHEDULE

Daily
Check that windscreens are securely fastened to fence framework.
Sweep, vacuum or power blow court and court lines to remove debris.
Record pressure, temperature, weather conditions, inspect for leakage.
Weekly
Check net tension and height.
Check for invasive weeds, insects, or diseases.
Hose down or wash windscreens as required. Check for tears or loose seams.
Inspect courts and surroundings for drainage problems or erosion, repair.
Post Season
Clean and fill cracks and surface wears.
Wash/Clean court surface and apply algaecide and fungicide.
Clean fabric, take down, store, winterize mechanical equipment.
Clean posts, cap sleeves, repair, lubricate, order replacement parts if required.
Prune back overgrowth of nearby tree overhangs
Remove and store nets (or loosen tension). Check cables & replace as needed
Long Term Plan
Check surface thickness yearly. Re-leveling may be required if court has eroded.
Plan for fabric replacement every 10-15 years.
Indoor Court - Plan for resurfacing every 5-8 years.
Outdoor Court - Plan for resurfacing every 3-6 years.
Nets & Posts - Plan to replace every 3-5 years.