



THE ULTIMATE
SURFACE EXPERIENCE

PROPOSAL

November 1, 2022

Reid Wiecks
Palmer Lake Parks
Palmer Lakes, CO

Dear Reid,

LER, Inc. dba Renner Sports Surfaces hereby submits job specifications and an estimate to resurface two tennis courts located at Glen Parks, Palmer Lake, CO. All work will be completed in a timely and professional manner.

Our proposal includes the following scope of work.

1. Clean off the court using a pressure washer to remove any stains, peeling paint, mildew, dust, and dirt.
2. Fill all cracks full depth with RSS Rhino Crack Filler. Please note our Exclusions on crack fill.
3. Grind down concrete to bevel out edges where its heaved. Patch with Rhino Patch where needed to level out some. Please note our Exclusions.
4. Fill trench down the middle of both courts with concrete level on each side.
5. Apply (1) coat of RSS Acrylic Resurfacer on both courts mixed with silica sand and water.
6. Supply and install (1) new Douglas TN-36DMT Tennis Net with (2) Deluxe Center Straps.
7. Apply two (2) coats of RSS Acrylic Color Coatings with each color chosen. Silica sand and water will be mixed into the color to provide texture and control the speed of play. Owner to choose colors from RSS Color Book Brochure.



renner[®]
A Beynon Sports Company

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8. Layout and paint (4) pickleball court lines (2") wide, one on each court, using RSS Colored Line Paint and RSS Tape Sealer to USPA specifications for play.
9. Layout and stripe the tennis courts with two (2") inch wide lines using RSS Textured White Line Paint to USTA specifications for doubles play. RSS LineRite Tape Sealer is used as a prime coat for crisp edges.
10. Paint the net posts, hang new nets, center straps, and clean up debris generated from the work leaving the courts ready for play.

We hereby propose to furnish all labor and materials – complete in accordance with the above specifications for the sum of: **Twenty-Five Thousand Five Hundred and Eighty-Two Dollars 00/100 cents (\$25,582.00).**

ALTERNATE BID ITEMS-

1. Install new outdoor Douglas Industries black Court Divider Netting 10' tall centered between the two courts with (3) new Galvanized 4" od fence posts set in concrete foundations with ¼" galvanized steel cable and metal c-snaps to hang. **ADD- \$5,685.00 to proposal price and initial here if accepted as contract: _____**
2. Diamond grind off the existing tennis court color coatings down to bare concrete, shot blast the concrete, and then apply Beypoxy 1000 Epoxy Concrete Capillary Sealer Coating over both courts with silica sand broadcast into it. **ADD- \$45,999.00 to proposal price and initial here if accepted as contract: _____**

Exclusions to Proposal:

1. Bonds, testing, permits, landscape and irrigation repairs or plan fees which may be required in your jurisdiction. If bonds, testing, permits, or plan fees are required they will be billed to the Owner at cost in excess of this proposal.
2. The court may not have adequate positive slope and may have some standing water after surfacing is completed. Large areas of standing water or depth will not be patched. Future peeling or delamination may occur if there is inadequate slope. **Any remaining areas of ponding water and any coating damage because of it, is excluded and not covered by any warranty.**
3. When patching cracks or resurfacing courts with cracking, **we Guarantee the cracks will reappear, and that they can reappear within 24 hours**, depending upon temperature fluctuations and other factors beyond our control.



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4. **Concealed, Unforeseen and/or Latent Conditions** – Tennis courts may experience widespread bubbling of the coatings once pressure washing begins. Bubbling of the coatings can also occur once the new color coats are applied over the existing coatings. Also, there comes a point where the coatings become too thick over multiple years of resurfacing and bubbling begins or there was no vapor retarder sheeting installed underneath the concrete when the courts were built. **There is no way to ascertain these conditions prior to resurfacing starting.** Should bubbling of the coatings occur the removal of the old coatings and additional coatings needed to cover peeled areas will be accomplished through a Change Order between the Owners and LER, Inc. and will be billed to the Owner for full payment in and above the proposal price.

All material is guaranteed as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above specifications will be executed only upon written change orders and may become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within **30** days and, if not accepted, is cancelable and voidable thereafter at the option of Renner Sports.

Unless otherwise provided herein, all labor and materials will be warranted for a period of one (1) year from date of substantial completion **except for bubbling, patching, cracking and heaving**, which shall carry no warranty. Should the materials prove to be defective or the workmanship faulty within the one (1) year warranty period, the defects will be remedied within a reasonable time from Renner's receipt of notice of the defects, subject to weather conditions and crew schedule.

If digging is required, Renner Sports shall contact the Utility Notification Center of Colorado for utility locates. The owner will be responsible for repairs to any underground lines, if damaged, although reasonable care will be taken when Renner is advised of their presence. This proposal is predicated upon normal digging conditions, and if rocks are encountered, the owner will be responsible for all associated additional extra time and equipment costs necessitated to complete the work.

The owner shall establish and provide suitable access to the construction site; Renner will not be liable for any damages to the construction site and/or site restoration due to unsuitable access. Potable water will be available within one hundred feet (100') of the site.

The below payment schedule will be required and requires a **down payment/deposit of 30% of the proposed amount prior to crew mobilization.** Progress payments will be required according to the following milestones:



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- **30% of the proposed amount due prior to crew mobilization**
- **70% of the proposed amount due upon completion of the project**

Payment requests will be issued in accordance with the above payment schedule and are due within ten (10) days of the date of invoice. Work may be suspended and/or delayed if progress payments are not timely and current. Accounts shall be considered overdue and delinquent thirty (30) days after date of invoice. Delinquent accounts shall bear interest at a rate of 1 ½% per month (18% annually) and will be subject to all charges necessary for collection, including, but not limited to, all attorney's fees and all related legal costs. Final payment shall become due upon completion of contractor's work. Opening or use of an installation by owner shall be considered acceptance. Liens and/or bond claims will be filed on delinquent accounts. In the event of termination by owner, the contractor shall be paid for all work performed to date and for all materials ordered, manufactured and/or procured as of the date of termination.

The contractor is not liable for delays caused by strikes, the inability to secure adequate materials, fuel shortage, weather conditions, mechanical failures, Acts of God, *force majeure* and/or any other cause beyond Renner Sports' control.

Renner Sports is a non-union entity and is not bound by any organized labor agreements and/or collective bargaining agreements.

It is understood that if a soil sterilant is applied, it is an effort to retard weed growth as much as possible and no guarantee or warranty as to its effectiveness is expressed or implied. Contractor is not responsible for cracks due to heaving, soil expansion, frost, other conditions, *force majeure* and/or Acts of God.

This proposal is predicated upon standard construction and industry practices developed over the past twenty-five (25) years. Be advised that it is inherent in all asphalt and concrete to crack and Renner will not be responsible for all such cracks. Renner cannot be responsible for ground movement and heaving or settling of the soils. This proposal does not include soils investigation or extraordinary drainage costs. Because of the possibility of expanding soil problems, the owner is urged to procure a soils investigation by a qualified soils engineer. Renner Sports disclaims any and all liability for soil heaving, but will modify this proposal to include any work, as recommended by the owner's soils engineer.

If the proposed work cannot be performed during the current construction season due to delays caused by the owner, his agents, or employees, this contract shall be valid for the subsequent construction season, subject to possible increases in labor and materials.



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The owner may accept this proposal as a binding contract either by signature or by making any payments to Renner Sports in consideration of services, and either of the above modes of acceptance shall be deemed to incorporate all of the terms of this proposal into the contract between the parties thereby formed.

If this proposal is accepted, please sign one copy, indicating which alternates (if any) are accepted, and return it via email or to the office of Renner Sports as soon as possible.

Respectfully Submitted: _____
Colin Donovan- CTCB

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:

Date: _____ **Customer Signature:** _____
Title: _____

Date: _____ **LER, Inc. Signature:** _____
Greg C. McKenna, President